

**Mountain Desert Career Pathways**

**Date: September 4, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: Risk Management**

**Discussion/Information Item 4.1: Risk Management**

Due to efforts to expand Work Based Learning (WBL) opportunities across the region, several items warrant a board discussion.

4.1.1: Point of Contact - A discussion will be held regarding points of contact for the Director to utilize for Risk Management when drafting practices and policies.

4.1.2: Affiliation Agreements - A draft revision of the agreements and how to move forward will be discussed.

4.1.3: Affiliation Practices - A discussion will be held to establish the will of the board regarding affiliation practices with partners through MDCP versus affiliation practices outside of MDCP by districts on their own.



**DISTRICT MEMBER & MOUNTAIN DESERT REGIONAL CAREER OCCUPATIONAL  
PATHWAYS JOINT POWERS AUTHORITY**

**AGREEMENT FOR AFFILIATION**

Agreement No \_\_\_\_\_

THIS AGREEMENT, made and entered into **DATE**, by and between **Insert Business Name Here** hereinafter referred to as the AFFILIATE, and the Mountain Desert Regional Career and Occupational Pathways Joint Powers Authority (JPA), and the MEMBER DISTRICT. The Member District is the District of enrollment for the student and is responsible for the student under this agreement, and is a member of the Mountain Desert Regional Career and Occupational Pathways JPA. Students from multiple Member Districts may participate under this affiliation agreement.

**WITNESSETH**

WHEREAS, the AFFILIATE is able to provide the laboratory learning site, and WHEREAS, the JPA and Member District, is authorized by law to maintain and does maintain the following course(s):

Course 1:

Course 3:

Course 2:

Course 4:

NOW THEREFORE, IT IS AGREED by and between the parties hereto that in consideration of the learning experience obtained by the students, the AFFILIATE does hereby agree to provide facilities to MEMBER DISTRICTS for the use of students from the JPA. The term of this agreement shall be from **DATE** to and including **June 30, 2021**.

Time schedule and use of areas or department will be regulated by the staff of the JPA and with the knowledge and consent of the managing personnel of the AFFILIATE. The said facilities are located at:

Street

City

State

Zip Code

Said facilities must be suitable for conducting the above-named program(s), according to the standards of Cal-OSHA and applicable Laws.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that:

1. Member District is responsible for the supervision and instruction offered in this program.
2. The students shall be subject to the rules and regulations of the AFFILIATE during the hours they are in the facilities. AFFILIATE hereby grants to MEMBER DISTRICT'S staff and students a non-exclusive license to enter upon and use the premises and the right of ingress and egress to and from the premises subject to the terms and conditions herein. All students are under the discipline and authority of the Member District and Member District staff assigned to student. AFFILIATE may terminate the training of any student hereunder at their site, if the student does not perform satisfactorily or if AFFILIATE determines at any time that no suitable training station is available.
3. When appropriate, the students shall wear apparel and/or name tags to designate them as members of the program.
4. All expenses of conducting said program shall be borne by the Member District and the AFFILIATE shall have no obligation under this Agreement except as herein provided.
5. The students of the Member District will have all necessary instructions, tests, and examinations completed before the laboratory learning experience begins.
6. The instructional staff of the Member District will be responsible for all progress reports and evaluation reports of students' performance. The Member District conducting the program shall provide qualified staff for the purpose of providing instruction and supervision to the students enrolled in programs located at AFFILIATE'S site and shall be responsible for the actions of the students during the operation of the program. In addition, the Member District is responsible for the preparation and distribution of such special written rules and regulations regarding AFFILIATE'S company policies and procedures as may be required by the AFFILIATE and enforcement of such rules and regulations during the hours students are on AFFILIATE'S premises.

## AGREEMENT FOR AFFILIATION

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7. The training plan for the aforesaid program operated pursuant to this agreement is on file with the Member District and with the AFFILIATE.
8. AFFILIATE may, upon request of the Member District and/or the JPA, provide equipment and procedures for the use of the equipment as are appropriate to the vocational instruction program as specified herein, provided that AFFILIATE has agreed to provide said services and equipment.
9. AFFILIATE shall, at its sole cost and expense, insure its operations and use of the Premises, including but not limited to maintaining comprehensive general liability, property, workers' compensation, and all automobile insurance as applicable sufficient to provide coverage for individuals on the premises, provided that Member District shall be responsible for workers compensation coverage for Member District's staff and students.
10. The MEMBER DISTRICT, shall defend, indemnify, and hold AFFILIATE, its officers, agents, and employees harmless from and against any and all liability loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Member District, its officers, agents, or employees.
11. AFFILIATE shall defend, indemnify, and hold the JPA, Member Districts, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of AFFILIATES, its officers, agents, or employees.
12. Students enrolled in occupational training classes held in the community are considered to be employees of the Member District for the purpose of providing workers compensation insurance. Workers compensation insurance coverage is *only* during scheduled training hours. Training of students at other times is a violation of the Affiliation Agreement.
13. The AFFILIATE agrees that the students engaged in community classroom receive unpaid, on the job training experience pursuant to this Agreement. AFFILIATE shall not displace any regular employees and students cannot be guaranteed a job at the conclusion of the job training.
14. AFFILIATE shall comply with the provisions of Title VI, VII, IX of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the grounds of race, creed, color, age, gender, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.
15. During the performance of this Agreement, neither Member District nor AFFILIATE shall subject any Member District's employee or student or AFFILIATE'S employee or agent, to unlawful discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristics that is contained in the definition of hate crimes as set forth in Penal Code section 422.55.
16. AFFILIATE shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any programs or activity with respect to this Agreement.
17. Any notice required under this Agreement shall be in writing and shall be addressed as follows:  

To Member District: **(INSERT HERE MAILING AND ELECTRONIC MAIL ADDRESSES)**  
To AFFILIATE: **(INSERT HERE MAILING AND ELECTRONIC MAIL ADDRESSES)**
18. This Agreement supersedes any and all prior understandings and agreements, whether written or oral, between the Member District and AFFILIATE with respect to the subject matter of Member District's use of the premises of AFFILIATE. No alterations or variations of this Agreement shall be valid unless made in writing and signed by duly authorize representatives of the Member District and AFFILIATE.
19. This Agreement may be cancelled by serving on the other party a 30-day written notice of such cancellation.

# AGREEMENT FOR AFFILIATION

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20. The Teacher of the Member District will be available to the students-participating in this program **at all times** while the students are using the facilities of the AFFILIATE.

21. District personnel, students and affiliates shall work together using the highest ethical standards in their professional activities and relationships—fostering trust, commitment to excellence, responsibility, personal and institutional integrity, and avoiding conflicts of interest and appearances of impropriety.

District Authorized signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Affiliate Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Affiliate Company Name \_\_\_\_\_ Email \_\_\_\_\_

Contact Phone \_\_\_\_\_

JPA Authorized Signature

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Mountain Desert Regional Career and Occupational Pathways JPA  
(760) 247-8001 x 20812

Revision 8/15/18

**Mountain Desert Career Pathways**

**Date: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: Advisory Schedule**

**Discussion/Information Item 4.2: Advisory Schedule**

An update on the current 2018-19 schedule will be presented.





2018 - 2019

ADVISORY MEETING SCHEDULE

(\*\*TENTATIVE\*\*)

INDUSTRY	DISTRICT HOST	LOCATION / ROOM	DATE	TIME
AGRICULTURE	LUCERNE VALLEY USD	LUCERNE VALLEY HS	OCTOBER, 2018	TBD
ART, MEDIA & ENTERTAINMENT/INFORMATION COMMUNICATIONS TECHNOLOGIES	APPLE VALLEY USD	APPLE VALLEY HS	NOVEMBER 8, 2018	9:00 - 11:00 A.M.
AUTOMOTIVE (IN CONJUNCTION W/ VVC)	VVC	VICTOR VALLEY COLLEGE BLDG 67, RM 103	OCTOBER 18, 2018	1:00 - 3:00 P.M.
AVIATION	VICTOR VALLEY UHSD	SCLA?	SEPTEMBER 27, 2018	TBD
BUSINESS & MARKETING	SNOWLINE JUUSD	PIZZA FACTORY, PHELAN	TBD	TBD
CHILD DEVELOPMENT (IN CONJUNCTION W/VVC)	VVC	TBD	TBD	TBD
CONSTRUCTION	VVC	TBD	OCTOBER 24, 2018	4:00-6:00 P.M.
COSMETOLOGY	HESPERIA USD	HESPERIA ALT ED CENTER	OCTOBER 17, 2018	2:00-4:00 P.M.
DENTAL	HESPERIA USD	HESPERIA ALT ED CENTER	OCTOBER 16, 2018	6:30-8:30 P.M.
ENERGY & UTILITIES/ENGINEERING	TBD	TBD	TBD	TBD
HOSPITALITY	VICTOR VALLEY COLLEGE	BLDG. 44 ROOMS C&D	SEPTEMBER 25, 2018	10:00 A.M. - 12:00 P.M. *12:00 P.M. - 1:30 P.M. REVIEW CHOPPED

					<i>RULES W/ TEACHERS</i>
<b>INDUSTRY</b>	<b>DISTRICT HOST</b>	<b>LOCATION/ROOM</b>	<b>DATE</b>	<b>TIME</b>	
MEDICAL/FIRE	SNOWLINE JUSD	TBD	TBD	TBD	
PUBLIC SAFETY	BARSTOW USD	BARSTOW HS LIBRARY	SEPTEMBER 13, 2018	9:00-11:00 A.M.	
WELDING (IN CONJUNCTION W/ VVC)	VVC	TBD	OCTOBER 24, 2018	6:00-8:00 P.M.	
REGIONAL PERKINS	MDCP JPA	D/M ESC	APRIL 24, 2019	11:00 A.M. - 1:30 P.M.	

**Mountain Desert Career Pathways**

**Date: September 4, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: Advisory Minutes Template**

**Discussion/Information Item 4.3: Advisory Minutes Template**

The advisory template has been redrafted to better capture the work accomplished at the advisory meetings and to ensure that discussions hit all required aspects of these committees.





**Mountain Desert Career Pathways**

**Date: September 4, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: Articulation Update**

**Discussion/Information Item 4.4: Articulation Update**

Articulation data from Victor Valley College will be presented as well as an update regarding articulation with Barstow Community College.

**VVC Articulation Data by District**

Year	Apple	Barstow	Hesperia	Lucerne	Snowline	Victor	Total
2010-11	0	0	0	78	31	109	
2011-12	2	0	2	304	137	445	
2012-13	179	0	5	55	142	253	634
2013-14							
2014-15	221	0	185	0	562	69	1037
2015-16	330	0	343	0	553	162	1388
2016-17	429	0	367	0	422	406	1624
2017-18	468	0	358	0	416	704	1946

**VVC Articulation Data by School**

Year	Adelanto	Apple	Barstow	Chaparral	Granite	Hesperia	Mojave	Oak Hills	Serrano	Silverado	Sultana	Victor	Totals
2014-15		131	0	0	90	89	11	50	562	0	35	69	1037
2015-16		222	0	4	108	196	0	105	549	0	42	162	1388
2016-17	55	321	0	10	108	129	0	162	412	52	76	299	1569
2017-18	191	308	0	0	160	33	0	246	416	158	79	355	1755

**Mountain Desert Career Pathways**

**Date: September 4, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: JPA Audit Requirements**

**Discussion/Information Item 4.5: JPA Audit Requirements**

Updated information will be presented on annual JPA Audit requirements and related budgetary implications.

## State of California

### GOVERNMENT CODE

#### Section 6505

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6505. (a) The agreement shall provide for strict accountability of all funds and report of all receipts and disbursements.

(b) In addition, and provided a separate agency or entity is created, the public officer performing the functions of auditor or controller as determined pursuant to Section 6505.5, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every agency or entity, except that the officer need not make or contract for the audit in any case where an annual audit of the accounts and records of the agency or entity by a certified public accountant or public accountant is otherwise made by any agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit. In each case the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Section 26909 and shall conform to generally accepted auditing standards.

(c) When an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each of the contracting parties to the agreement and also with the county auditor of the county where the home office of the joint powers authority is located and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. The report shall be filed within 12 months of the end of the fiscal year or years under examination.

(d) When a nonprofit corporation is designated by the agreement to administer or execute the agreement and no public officer is required to perform the functions of auditor or controller as determined pursuant to Section 6505.5, an audit of the accounts and records of the agreement shall be made at least once each year by a certified public accountant or public accountant, and a report thereof shall be filed as a public record with each of the contracting parties to the agreement and with the county auditor of the county where the home office of the joint powers authority is located, and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. These reports shall be filed within 12 months after the end of the fiscal year or years under examination.

(e) Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the agency or entity and shall be a charge against any unencumbered funds of the agency or entity available for the purpose.

(f) All agencies or entities may, by unanimous request of the governing body thereof, replace the annual special audit with an audit covering a two-year period.

(g) Notwithstanding the foregoing provisions of this section to the contrary, agencies or entities shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

(Amended by Stats. 1998, Ch. 876, Sec. 4. Effective January 1, 1999.)



## State of California

### GOVERNMENT CODE

#### Section 26909

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26909. (a) (1) The county auditor shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every special district within the county for which an audit by a certified public accountant or public accountant is not otherwise provided. In each case, the minimum requirements of the audit shall be prescribed by the Controller and shall conform to generally accepted auditing standards.

(2) (A) If an audit of a special district's accounts and records is made by a certified public accountant or public accountant, the minimum requirements of the audit shall be prescribed by the Controller and shall conform to generally accepted auditing standards.

(B) A report of the audit required pursuant to subparagraph (A) shall be filed within 12 months of the end of the fiscal year or years under examination as follows:

(i) For a special district defined in paragraph (2) of subdivision (d) of Section 12463, with the Controller.

(ii) For a special district defined in Section 56036, with the Controller and with the local agency formation commission of the county in which the special district is located, unless the special district is located in two or more counties, then with each local agency formation commission within each county in which the district is located.

(3) Any costs incurred by the county auditor, including contracts with, or employment of, certified public accountants or public accountants, in making an audit of every special district pursuant to this section shall be borne by the special district and shall be a charge against any unencumbered funds of the district available for the purpose.

(4) For a special district that is located in two or more counties, this subdivision shall apply to the auditor of the county in which the treasury is located.

(5) The county controller, or ex officio county controller, shall effect this section in those counties having a county controller or ex officio county controller.

(b) A special district may, by unanimous request of the governing board of the special district and with unanimous approval of the board of supervisors, replace the annual audit required by this section with one of the following, performed in accordance with professional standards, as determined by the county auditor:

(1) A biennial audit covering a two-year period.

(2) An audit covering a five-year period if the special district's annual revenues do not exceed an amount specified by the board of supervisors.

(3) An audit conducted at specific intervals, as recommended by the county auditor, that shall be completed at least once every five years.



(c) (1) A special district may, by unanimous request of the governing board of the special district and with unanimous approval of the board of supervisors, replace the annual audit required by this section with a financial review, in accordance with the appropriate professional standards, as determined by the county auditor, if the following conditions are met:

(A) All of the special district's revenues and expenditures are transacted through the county's financial system.

(B) The special district's annual revenues do not exceed one hundred fifty thousand dollars (\$150,000).

(2) If the board of supervisors is the governing board of the special district, it may, upon unanimous approval, replace the annual audit of the special district required by this section with a financial review in accordance with the appropriate professional standards, as determined by the county auditor, if the special district satisfies the requirements of subparagraphs (A) and (B) of paragraph (1).

(d) Notwithstanding this section, a special district shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

(c) This section shall become operative on January 1, 2027.

(Amended (as added by Stats. 2016, Ch. 164, Sec. 2) by Stats. 2017, Ch. 334, Sec. 3. (SB 448) Effective January 1, 2018. Section operative January 1, 2027, by its own provisions. )

**Mountain Desert Career Pathways**

**Date: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: May 16, 2018 Meeting Minutes**

**Action Item 5.1: Approval. May 16, 2018 Meeting Minutes**

It is recommended that the Board approve the Minutes from the last Board Meeting on May 16, 2018. The Board may approve the Minutes as is or make corrections as needed.



**Governing Board Meeting**

Wednesday, May 16, 2018

Location: Phone Only Via Google Hangouts  
9:30 a.m. – 10:00 a.m.

**DRAFT**

**In Attendance:**

Tom Hoegerman, Chair/Superintendent, Apple Valley USD  
Ronda Tremblay, Superintendent, Baker Valley USD  
David Olney, Superintendent, Hesperia USD  
Peter Livingston, Superintendent, Lucerne Valley USD  
Jesse Najera, Superintendent, Silver Valley USD  
Ryan Holman, Superintendent, Snowline JUSD  
Keith Tomes, Superintendent, Trona JUSD  
Ron Williams, Superintendent, Victor Valley UHSD  
Kendle Crowell, OSIII, Mountain Desert Career Pathways JPA  
Matt Wells, Director, Mountain Desert Career Pathways JPA

**1.0 Call to Order**

The meeting was called to order at 9:32 a.m. Roll call was conducted to see who was on the phone call.

*Tom Hoegerman, Chair*

**2.0 Adoption of the Agenda**

On a motion by Peter Livingston, with a second by Keith Tomes, the Agenda was unanimously approved.

*Tom Hoegerman, Chair*

**3.0 Matters Brought by Citizens**

No matters were brought forward.

*Tom Hoegerman, Chair*

**4.0 Discussion/Information**

**4.1 JPA Audit Requirements**

- Matt Wells reminded the group that the JPA office was still in pursuit of information pertaining to an audit and what kind of audit would be required.
- Kendle Crowell was asked to check with Robert Feldhake to see if the JPA must use an educational audit firm, or if a regular CPA could perform the audit. Using a local CPA would save on cost.
- Matt and Kendle shared that SBCSS is not able to perform an audit for the JPA at the same time as their overall audit, so another method will have to be used.

*Matt Wells, Director*



## 5.0 Action Items

*Tom Hoegerman, Chair*

### 5.1 Approval, MDCP JPA Staff Use of G Suite

- Matt Wells explained that all districts in the JPA use Google services, so it makes sense for JPA staff to use G Suite to better collaborate and communicate with everyone. Using G Suite would also allow MDCP JPA to continue using [mdcareerpathways.com](http://mdcareerpathways.com) as its website.
- On a motion by Keith Tomes, with a second by Ronda Tremblay, the use of G Suite by MDCP JPA staff was unanimously approved.

### 5.2 Approval, Precision Exams Renewal Agreement

- Matt shared that he was able to renegotiate the contract with Precision Exams to fold in Alt. Ed. and the smaller districts into one license, which resulted in a cost savings. In addition, if MDCP extends their contract past one year, there is a 5% savings on the second and third year options.
- The recommendation of the Coordinating Council was to only renew the contract for one year. The Governing Board agreed to their terms.
- On a motion by Dave Olney, with a second by Ryan Holman, a one-year renewal agreement with Precision Exams was unanimously approved.

### 5.3 Approval, 2018-2019 Budget

- Matt shared the proposed 18-19 budget with the Board, including an additional salary for a substitute, who will be hired while Kendle Crowell is on maternity leave. Also included in the proposed budget was a worst-case scenario estimate for an audit, an increase in mileage costs for JPA staff, an increase in travel conference fees, and an increase in indirect charges from SBCSS.
- Dave Olney requested that Matt send the group a cost comparison between the 17-18 starting budget and the proposed 18-19 budget, including explanations for all the increases.
- On a motion by Peter Livingston, with a second by Ryan Holman, the 2018-2019 proposed budget was unanimously approved.

### 5.4 Approval, 2018-2019 Master Agreement

- Matt explained that the only change to the verbiage of the Master Agreement with SBCSS was for the cost breakdown, which reflects the total budget amount, and on Appendix A, which states each district's annual contribution rates.
- On a motion by Dave Olney, with a second by Ron Williams, the 2018-2019 Master Agreement was unanimously approved.

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



- Matt shared his draft policy stating that MDCP staff is authorized by each member district to use photo and video content of their students for anyone who already has an existing signed photo release through their district.
  - On a motion by Jesse Najera, with a second by Ronda Tremblay, the policy was unanimously approved.
- 5.6 Approval, Board Policy Regarding Photo Release for JPA Generated Content**
- Matt shared his draft policy stating that MDCP staff is authorized to use their own photo release agreements in order to capture and publish photo and video content of students from each member district at MDCP-sponsored events.
  - On a motion by Dave Olney, with a second by Ryan Holman, the policy was unanimously approved.
- 5.7 Approval, Board Policy Regarding Form 700 Conflict of Interest**
- Matt drafted the policy based on verbiage received by the Technology JPA/BEST NET, who also operates under SBCSS. Their policy was already approved by the FPPC, which is also something MDCP will need to do.
  - On a motion by Peter Livingston, with a second by Ron Williams, the policy was unanimously approved.
- 5.8 Approval, Retention Agreement with The Feldhake Law Firm, APC for Legal Consultation Services**
- Tom Hoegerman mentioned that Robert Feldhake was consulted in the formation of MDCP and the CA HELP and is well versed in JPAs and their legal requirements, so he is a good source for legal counsel, if/when needed.
  - On a motion by Ronda Tremblay, with a second by Keith Tomes, the Retention Agreement was unanimously approved.
- 5.9 Approval, Subgrantee Agreement with San Bernardino Community College Districts**
- Matt explained that the Deputy Sector Navigators (through Strong Workforce) offered MDCP a mini-grant in the amount of \$5,000 to cover district sub costs for teachers to attend advisories and for other. The grant would take effect in the 2018-2019 year.
  - Funds would be housed by MDCP and districts would need to apply to withdraw funds as needed. Funds will be dispersed fairly amongst all the districts.
  - Matt noted that MDCP may be able to apply for more grant funds in the second semester.
  - On a motion by Dave Olney, with a second by Ryan Holman, the Subgrantee Agreement was unanimously approved.
- 5.10 Approval, February 2, 2018 Meeting Minutes**
- On a motion by Ron Williams, with a second by Ryan Holman, the February 2, 2018 Meeting Minutes were unanimously approved.





## 6.0 Director's Report

*Matt Wells, Director*

Matt Wells gave an overview of happenings at the MDCP, as well as items discussed at the last Coordinating Council Meeting:

- The Regional Perkins Advisory took place on May 1<sup>st</sup> and it was debriefed with the Coordinating Council:
  - 85 people attended including 35 from K12, 11 from higher education, 4 from other educations, 10 from government, and 25 from industry.
  - Feedback from the exit surveys were generally positive. Industry felt it was worth their time and have given recommendations for next year's agenda.
  - The majority of attendees felt the panel discussion and Precision Exams presentation were the highlights of the meeting.
  - Per the Precision Exams conversation and a request from industry, Matt is trying to find a way to release student information and assessment scores to industry, so they can be considered for potential employment.
- Articulation Agreements with VVC have been renewed through 2020 and new MOUs have been drafted and given to each Coordinator.
- Barstow CC is holding an articulation meeting with Barstow HS about their articulations and will hopefully come up with a solution to begin implementing them in the 2018-2019 year.
- The summer plan for MDCP is to work on building more industry connections and building partnerships, working with the Chambers of Commerce, and building more work-based learning opportunities for students and teachers.
- General Atomics is hosting a summer externship program, in which 5 high desert teachers will be participating.
- VVC is offering a summer construction program, which offers free training and tools to those who participate. They are also offering a construction scholarship, in addition to the summer program.
- VVC announced a composite program in the high-demand aviation field. They have 20 spots available and it is a one-year program with good employment opportunities available upon completion.

## 7.0 Administrative

*Tom Hoegerman, Chair*

### Election of Officers for the Governing Board for the 2018-2019 School Year

- Tom asked the group for nominations for the positions of Chair and Co-Chair of the MDCP JPA Board for the 2018-2019 year.
- Tom Hoegerman was nominated for Chair, with Jeff Malan nominated for Co-Chair. No other nominations were made.
- On a motion by Keith Tomes, with a second by Ronda Tremblay, Tom Hoegerman was unanimously approved as Chair of the Board for the 2018-2019 year.
- On a motion by Ron Williams, with a second by Dave Olney, Jeff Malan was unanimously approved as Co-Chair of the Board for the 2018-2019 Year.



#### 8.0 *Board Comments*

#### *Group Discussion*

- Keith Tomes stated that he appreciated Matt Wells' visit to Trona and for his valuable input.
- Ryan Holman thanked Matt and Kendle Crowell for their help moving the JPA forward and he thanked Tom Hoegerman and Jeff Malan for their efforts as Chair and Co-Chair.
- Dave Olney thanked Matt for a job well done as Director and stated how much he appreciates the communication coming out of the MDCP office.
- Tom echoed thanks to Matt and Kendle for moving the JPA forward and making impactful connections with industry.

#### 9.0 *Adjournment*

#### *Tom Hoegerman, Chair*

- On a motion by Ryan Holman, with a second by Dave Olney, the meeting was adjourned at 10:11 a.m.



**Mountain Desert Career Pathways**

**Date: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: 2018-19 Budget**

**Action Item 5.2: Approval, 2018-19 Budget**

It is recommended that the Board approve one of the proposed revised budgets for the 2018-19 school year as presented. The first proposal keeps the per-ADA calculation. The second proposal keeps the proportional cost to districts that existed during the 2017-18 school year. The prior fiscal year starting budgets are included for informational purposes.

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	466,770.00					466,770.00
8981	One time contribution from County Bus. Svcs						
	<b>Total Revenues</b>	<b>466,770.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>466,770.00</b>
1313	Cert Contract Salaries	152,077.12					152,077.12
	<b>Total Cert Sal</b>	<b>\$ 152,077.12</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 152,077.12</b>
2414	Class Cler & Office Contract	71,318.23					71,318.23
2445	Class Cler & Office Sub	15,661.00					15,661.00
	<b>Total Class Sal</b>	<b>\$ 86,979.23</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 86,979.23</b>
3101	STRS	24,758.16					24,758.16
3202	PERS Classified	12,908.59					12,908.59
3331	Medicare - Certificated	2,205.12					2,205.12
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	76.04					76.04
3502	Unemployment Classified	35.66					35.66
3601	Workers Comp Certificated	4,775.22					4,775.22
3602	Workers Comp Classified	2,239.39					2,239.39
3802	PERS Reduction						
	<b>Total Benefits</b>	<b>\$ 82,244.87</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 82,244.87</b>
4310	Instructional Materials & Supplies						
4330	Refreshments	600.00					600.00
4350	Supplies	2,000.00					2,000.00
4340	Comp Software & Related Expense	1,600.00					1,600.00
4440	Computer/Tech Inventory	1,000.00					1,000.00
	<b>Total Mat. &amp; Supplies</b>	<b>\$ 5,200.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,200.00</b>
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					5,000.00
5230	Airfares						
5450	Other Insurance	7,000.00					7,000.00
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
5813	Catering	2,000.00					2,000.00
5820	Legal Audit Fees	23,000.00					23,000.00
5840	Tech Related Svcs. (Precision Exams)	51,727.50					51,727.50
5850	Consulting						
5881	Discretionary	3,500.00					3,500.00
5895	Outside Duplication	1,500.00					1,500.00
5950	Postage						
	<b>Total Services</b>	<b>\$ 100,219.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 101,219.50</b>
7312	Operating Expenses	426,721.00					427,720.72
	Indirect @ 0.1068%	40,049.00					40,049.00
	<b>Total Expenses</b>	<b>\$ 466,770.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 467,769.72</b>

Prior Year Carryover  
 Current Yr Contributions from Districts 466,770.00  
 Indirect Rate: 10.68%

MDCP JPA Annual Cost Changes

Object Description	2017-18 Original	2018-19 Current	Projected Change f	Rationale
1000 Director Salary	\$149,000.00	\$152,077.12	\$3,077.12	COLA estimates
2000 Clerical Salary	\$69,817.00	\$86,979.23	\$17,162.23	COLA estimates + sub costs
3000 Benefits	\$76,140.00	\$82,244.87	\$6,104.87	Annual increases + sub costs
4000 Office Supplies	\$2,000.00	\$5,200.00	\$3,200.00	Adobe licenses (\$100/year total), Digital Camera, Laptop, and MDEF Supplies/Refresh
5000 SBCSS Emails (2)	\$3,410.00	\$160.00	-\$3,250.00	Renegotiation earlier this year
5000 SBCSS Room Rental Fees		\$200.00	\$200.00	Funds to rent space as needed for MDCP meetings such as DM SELPA
5000 Website & G Suite		\$400.00	\$400.00	Costs to cover year
5000 Catering	\$0.00	\$2,000.00	\$2,000.00	Catering for mtgs
5000 Legal Audit Fees		\$23,000.00	\$23,000.00	\$2,500 to \$5,000 budget change for legal fees, \$18k quote for audit worst-case scenario
5000 Mileage Reimb	\$5,000.00	\$6,000.00	\$1,000.00	Anticipated costs based upon mileage reimbursement to date since Matt's start
5000 Conference Fees	\$2,000.00	\$5,000.00	\$3,000.00	Increased in anticipation of Director's attendance at Educating for Careers and CA Econ Summit
5000 Insurance	\$4,000.00	\$7,000.00	\$3,000.00	Renewal costs increase based off of actual expense of \$6,303.22 for 2017-18
5000 Precision Exams	\$56,880.00	\$51,727.50	-\$5,152.50	Renegotiated to lump small districts together and include all ed & adult schools
5000 Cell Phone Allowance		\$720.00	\$720.00	Always built into SBCSS staff budget.
5000 AVUSD Lease		\$12.00	\$12.00	Best rent in town
5000 Discretionary		\$3,500.00	\$3,500.00	Budget to cover unanticipated needs
5000 Outside Duplication		\$1,500.00	\$1,500.00	Print marketing/informational material
7000 SBCSS AU	\$32,737.00	\$40,049.00	\$7,312.00	Rate change from 8.89% to 10.68%
<b>Total</b>	<b>\$400,984.00</b>	<b>\$467,769.72</b>	<b>\$66,785.72</b>	

\$60,656.22 Costs increases largely beyond our control

Last Updated: 8/31/18

## MDCP Roll Over Funds

Fiscal Year	Amount
2016-17	\$64,581.73 Precision Exams Built in Twice
2017-18	\$8,362.35 Current Estimate (Rollover Incomplete)
Total	\$72,944.08

Updated: 8/31/18

**2016-17 MDCP JPA Payment Calculation (Fall 2016)**

JPA Contribution	Cost Per Enrollment	15/16 Enrollment	- Per	Enrollment	Adjusted 16/17	17/18 Cost	Share
\$359,853	\$16.35	Dataquest/CBEDS	Adjustment	Enrollment	Adjusted 16/17	17/18 Cost	Share
Apple Valley USD	3,753			3,753		\$61,346	
Baker USD	38	-100				\$0	
Barstow USD	1,561			1,561		\$25,516	
Hesperia USD	7,131			7,131		\$116,562	
Lucerne Valley USD	245	-100		145		\$2,370	
Silver Valley USD	397	-100		297		\$4,855	
Snowline Joint USD	2,401			2,401		\$39,246	
Trona Joint USD	105	-100		5		\$82	
Victor Union HSD	6,722			6,722		\$109,877	
<b>Total 9-12 Enrollment (Inc. Cont. and Alt Ed)</b>	<b>22,353</b>			<b>22,015</b>		<b>\$359,853</b>	

**2017-18 MDCP JPA Payment Calculation (Fall 2017)**

JPA Contribution	Cost Per Enrollment	16/17 Enrollment	- Per Enrollment	Dataquest/CBEDS Adjustment	Adjusted 16/17 Enrollment	17/18 Cost Share
JPA Contribution	\$397,574					
Cost Per Enrollment	\$18.68					
Apple Valley USD	3,746				3,746	\$69,977
Baker USD	42		-100			\$0
Barstow USD	1,538				1,538	\$28,730
Hesperia USD	7,006				7,006	\$130,875
Lucerne Valley USD	227		-100		127	\$2,372
Silver Valley USD	424		-100		324	\$6,052
Snowline Joint USD	2,362				2,362	\$44,123
Trona Joint USD	78		-100			\$0
Victor Union HSD	6,180				6,180	\$115,445
<b>Total 9-12 Enrollment (inc. Cont. and Alt Ed)</b>		21,603			21,283	\$397,574

**2018-19 MDCP JPA Payment Calculation - DRAFT - Option 1 by ADA**

JPA Contribution \$467,770

Cost Per Enrollment \$20.71

District	17/18 Enrollment	- Per Dataquest/CBEDS	Enrollment Adjustment	Adjusted 17/18 Enrollment	Proportion	18/19 Cost Share	16/17 Rollover Reimb	18/19 Revised Cost Share
Apple Valley USD	3,763			3,763	16.66%	\$ 77,944.36	\$ (11,009.55)	\$ 66,934.81
Baker USD	45		-100	0	0.00%	\$ -	\$ -	\$ -
Barstow USD	1,522			1,522	6.74%	\$ 31,525.73	\$ (4,579.25)	\$ 26,946.48
Hesperia USD	6,876			6,876	30.45%	\$ 142,425.04	\$ (20,919.02)	\$ 121,506.01
Lucerne Valley USD	215		-100	115	0.51%	\$ 2,382.04	\$ (425.36)	\$ 1,956.67
Silver Valley USD	423		-100	323	1.43%	\$ 6,690.41	\$ (871.26)	\$ 5,819.15
Snowline Joint USD	2,391			2,391	10.59%	\$ 49,525.63	\$ (7,043.41)	\$ 42,482.22
Trona Joint USD	78		-100	0	0.00%	\$ -	\$ (14.67)	\$ (14.67)
Victor Union HSD*	7,593			7,593	33.62%	\$ 157,276.51	\$ (19,719.21)	\$ 137,557.30
<b>Total 9-12 Enrollment (Inc. Cont. and Alt Ed)</b>	<b>22,906</b>			<b>22,583</b>	<b>100.00%</b>	<b>\$ 467,769.72</b>	<b>\$ (64,581.73)</b>	<b>\$ 403,187.99</b>

\* University Prep; Lakeview and Cobalt Institute enrollment were erroneously left out of the previous years calculation. This is the reason for the large increase.



**2018-19 MDCP JPA Payment Calculation - DRAFT - Option 2 - Keeping Proportion As Is**

JPA Contribution	Cost Per Enrollment	18/19 Cost	Share	maintaining	16/17 Rollover	18/19 Revised	District
\$467,770	N/A	18/19 Cost	Share	previous %	Reimb	Cost Share	
		17/18	Overall	Cost Contribution			

Apple Valley USD	17.60%	\$ 82,331.69	\$ (11,009.55)	\$ 71,322.14			
Baker USD	0.00%	\$ -	\$ -	\$ -			
Barstow USD	7.23%	\$ 33,803.03	\$ (4,579.25)	\$ 29,223.78			
Hesperia USD	32.92%	\$ 153,981.80	\$ (20,919.02)	\$ 133,062.78			
Lucerne Valley USD	0.60%	\$ 2,791.28	\$ (425.36)	\$ 2,365.91			
Silver Valley USD	1.52%	\$ 7,121.05	\$ (871.26)	\$ 6,249.79			
Snowline Joint USD	11.10%	\$ 51,913.36	\$ (7,043.41)	\$ 44,869.95			
Trona Joint USD	0.00%	\$ -	\$ (14.67)	\$ (14.67)			
Victor Union HSD*	29.04%	\$ 135,827.51	\$ (19,719.21)	\$ 116,108.30			
<b>Total</b>	<b>100.00%</b>	<b>\$ 467,769.72</b>	<b>\$ (64,581.73)</b>	<b>\$ 403,187.99</b>			

\* University Prep; Lakeview and Cobalt Institute enrollment were erroneously left out of the previous years calculation. This is the reason for the large increase.

**Mountain Desert Career Pathways**

**Date: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: 2018-19 Master Agreement**

**Action Item 5.3: Approval, 2018-19 Master Agreement**

It is recommended that the Board approve the revision of the Master Agreement for the 2018-19 school year as presented. Additionally, it is recommended that the board authorize the director to adjust the appendix to reflect the board action taken for item 5.1.

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 1<sup>st</sup> 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 **MDRCOP 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 Forty Thousand and Forty-Nine Dollars (\$40,049.00); and
      - ii. Actual employment costs of Four Hundred Sixty-Seven Thousand Seven Hundred Sixty-Nine Dollars and Seventy Cents (\$467,769.70) 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**

*ADA Option*

JPA Contribution		\$467,770		Cost Per Enrollment		\$20.71	
District	17/18 Enrollment	Per Dataquest/CBEDS	Enrollment Adjustment	Adjusted 17/18 Enrollment	Percentage Calculation	18/19 Cost Share	
Apple Valley USD	3,763			3,763	17%	\$77,944	
Baker USD	45		-100	0	0%	\$0	
Barstow USD	1,522			1,522	7%	\$31,526	
Hesperia USD	6,876			6,876	30%	\$142,425	
Lucerne Valley USD	215		-100	115	1%	\$2,382	
Silver Valley USD	423		-100	323	1%	\$6,690	
Snowline Joint USD	2,391			2,391	11%	\$49,526	
Trona Joint USD	78		-100	0	0%	\$0	
Victor Union HSD	7,593			7,593	34%	\$157,277	
<b>Total 9-12 Enrollment</b>				<b>22,906</b>		<b>-400</b>	<b>22,583</b>
<b>(Incl. Cont. and Adult Ed)</b>					<b>100%</b>		<b>\$467,770</b>

**APPENDIX A - Contributions by District**

*Maintain Proportion Option*

JPA Contribution		Cost Per Enrollment		N/A	
District	17/18 Enrollment Per Dataquest/CBEDS	Enrollment Adjustment	Adjusted 17/18 Enrollment	Percentage Calculation	18/19 Cost Share
Apple Valley USD	3,763		3,763	17.60%	\$82,332
Baker USD	45	-100	0	0.00%	\$0
Barstow USD	1,522		1,522	7.23%	\$33,803
Hesperia USD	6,876		6,876	32.92%	\$153,982
Lucerne Valley USD	215	-100	115	0.60%	\$2,791
Silver Valley USD	423	-100	323	1.52%	\$7,121
Snowline Joint USD	2,391		2,391	11.10%	\$51,913
Trona Joint USD	78	-100	0	0.00%	\$0
Victor Union HSD	7,593		7,593	29.04%	\$135,828
<b>Total 9-12 Enrollment (Incl. Cont. and Adult Ed)</b>	<b>22,906</b>	<b>-400</b>	<b>22,583</b>	<b>100%</b>	<b>\$467,770</b>

**Mountain Desert Career Pathways**

**Date: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: MDCP-District Membership Billing Calendar**

**Action Item 5.4: Approval, MDCP-District Membership Billing Calendar**

It is recommended that the Board approve MDCP staff to bill member districts twice annually. The first billing will occur for the July 1 through December 31 billing period, roughly one half of the annual cost. The second billing will occur in May or June and be for the January 1 through June 30 period and will include adjustments necessary due to overall yearly adjustments.

**Mountain Desert Career Pathways**

**Date: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: Policy for Director Purchase Authority Limit**

**Action Item 5.5: Approval, Policy for Director Purchase Authority Limit**

It is recommended that the Board approve the draft policy as presented.

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

**POLICY # \_\_\_\_\_  
DIRECTOR PURCHASE AUTHORITY LIMIT**

The Mountain Desert Regional Career and Occupational Pathways Governing Board authorizes the Director to purchase supplies, materials, apparatus, equipment and services up to \$4,999.99 without prior authorization of the governing board.

**Mountain Desert Career Pathways**

**Date: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: Policy for Proxy Vote**

**Action Item 5.6: Approval. Policy for Director Purchase Authority Limit**

It is recommended that the Board approve the draft policy as presented.

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

**POLICY # \_\_\_\_\_**

**GOVERNING BOARD MEMBER ALTERNATE REPRESENTATIVE/PROXY  
DELEGATION**

The Mountain Desert Regional Career and Occupational Pathways Governing Board shall consist of the Superintendents representing each member district of the JPA, as well as the San Bernardino County Superintendent. Each Superintendent shall count as a single member of the Governing Board. Each member of the Governing Board shall have one vote. Each member of the Governing Board may designate in writing an alternate representative, including, but not limited to, another member of the Governing Board (“proxy”) or Assistant Superintendent (“proxy”), if the Superintendent is unable to attend a meeting. The designated alternate representative or designee shall have the full authority of the designating Superintendent for the purpose of decision-making. Such a designation must be received by the Board Chair prior to the commencement of a scheduled meeting of the Governing Board, and shall be valid only for that meeting. The majority of the members, represented in person or by proxy, shall constitute a quorum at a meeting of members.





**Mountain Desert Regional Career and Occupational Pathways Joint Powers Authority  
(MDCP JPA)**

**GOVERNING BOARD MEMBER ALTERNATE REPRESENTATIVE/PROXY  
DELEGATION**

Policy # \_\_\_\_ states:

The Mountain Desert Regional Career and Occupational Pathways Governing Board shall consist of the Superintendents representing each member district of the JPA, as well as the San Bernardino County Superintendent. Each Superintendent shall count as a single member of the Governing Board. Each member of the Governing Board shall have one vote. Each member of the Governing Board may designate in writing an alternate representative, including, but not limited to, another member of the Governing Board ("proxy") or Assistant Superintendent ("proxy"), if the Superintendent is unable to attend a meeting. The designated alternate representative or designee shall have the full authority of the designating Superintendent for the purpose of decision-making. Such a designation must be received by the Board Chair prior to the commencement of a scheduled meeting of the Governing Board, and shall be valid only for that meeting. The majority of the members, represented in person or by proxy, shall constitute a quorum at a meeting of members.

\_\_\_\_\_  
Superintendent (type or print name)

\_\_\_\_\_  
Member District Representing (type or print)

Designates: \_\_\_\_\_ Member District Representing  
Alternate (type or print name)

As alternate representative/proxy for the: \_\_\_\_\_  
Date of Meeting (type or print)

\_\_\_\_\_  
Superintendent/Governing Board Chair's Signature \_\_\_\_\_ Date

**Mountain Desert Career Pathways**

**Date: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: Board Policy Regarding 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 draft policy revision as presented.

**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 retain original statements for the Executive Board Members, Executive Board Alternates and the Executive Director (Government Code Section 81008).

The Mountain Desert Regional Career and Occupational Pathways  
Joint Powers Authority

CONFLICT-OF-INTEREST CODE

APPENDIX A

<u>DESIGNATED POSITION</u>	<u>DISCLOSURE CATEGORY</u>
Executive Board Members	I
Executive Board Alternates	I
Director	I
Legal Counsel	I
Consultants/New Positions*	I

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\*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 MDRCCOP, 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 MDRCCOP.

**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 MDRCCOP, 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: September 7, 2018**

**To: MDCP Executive Board**

**From: Matt Wells, Director**

**Subject: Affiliation Agreement Revision**

**Action Item 5.8: Approval. Affiliation Agreement Revision**

It is recommended that the Board approve the Affiliation Agreement Revision as presented.