

TO: BOARD OF TRUSTEES

FROM: SUPERINTENDENT

COMMUNICATION NO. 135-2009/10-SSV
Prepared by the Vice President-Student Services
For Presentation to the Board of Trustees
January 11, 2010

SUBJECT: ACCEPTANCE OF THE FIFTH AUGMENTATION TO THE SOAR GRANT

A. BACKGROUND

In 2006-07 Antelope Valley College was awarded a grant from the Foundation for California Community Colleges (FCCC) to work with Antelope Valley Joint Union High School District to develop and administer the AV SOAR high school program. We are in our fifth year, currently completing our fourth year of instruction. The grant was originally funded for \$400,000.

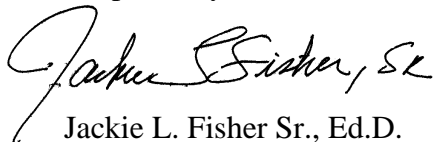
B. BUDGET IMPLICATION

The 2009-10 budgeted augmentation is \$103,000 which will help offset the program cost.

C. RECOMMENDATION

It is recommended that the Board of Trustees accept the fifth augmentation of the SOAR grant from the Foundation for California Community Colleges (FCCC) and approve Attachment A to this communication.

Respectfully submitted,



Jackie L. Fisher Sr., Ed.D.
Superintendent/President

Prepared by:



Rosa E. Hall, Ph.D.
Assistant Superintendent/
Vice President – Student Services

Office of Student Services
Communication No. 135-2009/10-SSV

ACCEPTANCE OF THE FIFTH AUGMENTATION TO THE
SOAR GRANT

January 11, 2010

**Implementation Grant Agreement Renewal Between the
Foundation for California Community Colleges,
Antelope Valley College and Antelope Valley Joint Union HS District
For an Early College High School
For Academic Year 2009-10**

The Foundation for California Community Colleges (FCCC) is pleased to renew an implementation grant in the initial amount of \$400,000, based on the projected final enrollment of 400 students in an Early College High School (ECHS) at AV SOAR High School. The timeline of this grant agreement is from July 1, 2006, through June 30, 2011. The purpose of this grant is to provide funding for continued operational activities which support FCCC's Early College High School Benchmarks and National ECHS Initiative Core Principles.

A. Scope of Work

The implementation portfolio documents, including but not limited to your Proposal, Letter of Intent, Memorandum of Understanding, and the 2006-07 Annual Report, together with your current project budget report, provide the basis for this grant agreement. These documents demonstrate Antelope Valley College's and Antelope Valley Joint Union High School District's commitment to implement all of the essential elements of the ECHS program model and to participate in the technical assistance, and professional development plan provided by the FCCC. Additional requirements are outlined in the Grantee Performance Requirements of the Payment Schedule below.

B. Use of Grant Funds

Antelope Valley College and Antelope Valley Joint Union High School District agree to use the grant funds only for the implementation and operational activities of an ECHS as described in your planning portfolio and this agreement. Funds may be carried over from year to year except at the conclusion of the final project year. Any portion of the grant funds unexpended or uncommitted at the end of the grant period will revert to the FCCC. Relative to your project budget, increases or decreases of more than 10 percent to an approved budget line must be approved in advance and in writing by the FCCC.

C. Payment of Grant Funds

The FCCC will provide grant payment installments based on requirements as listed in the Grantee Performance Requirements of the Payment Schedule. The FCCC reserves the right to discontinue funding or alter the funding schedule for the following reasons:

1. If grant funds to support the implementation project are not available from the Gates Foundation.
2. If FCCC is not satisfied with the progress of the project implementation or the content of your written progress reports or financial reports.

FCCC will provide 60 days written notice of substantial concerns, should any arise, in order to mutually plan corrective action prior to withholding grant funds as a result of inadequate performance.

FCCC reserves the right to amend the Grantee Performance Requirements specified in the Payment Schedule.

D. Payment Schedule

Funding Year – Reporting Period	Payment Date	Payment Amount	Grantee Performance Benchmark Requirements
Planning Year 2005-06	1/26/06	\$10,000	<ul style="list-style-type: none"> • Letter of Intent
Year 1: 2006-07	9/14/06	\$99,000	<ul style="list-style-type: none"> • Memorandum of Understanding • Receipt of signed grant agreement • Approval of satisfactory annual report for first year planning activities and budget expenditures. • Full participation in the technical assistance and Professional Development activities • Participation in data sharing agreements and activities • Approval of satisfactory semi-annual progress report due January 15, 2007. • Approval of satisfactory annual report describing second year activities due June 15, 2007. • Approval of satisfactory budget report describing expenditures due August 15, 2007.
Year 2: 2007-08 Year 2: (continued) 2007-08		\$110,000	<ul style="list-style-type: none"> • A committed effort for participation in the technical assistance and Professional Development agreements and activities. This participation must include faculty from Math, Science, Social Studies, and English from the college and high school as well as the principal and College Liaison. • Receipt of signed grant agreement renewal • Annual Professional Development Plan for the college and high school faculty and Counselors, Principal, and College Liaison. • Sustainability Plan • Participation in data sharing agreements and data collection activities • Review and make any necessary revisions to the MOU. • Continue to implement Curriculum Alignment Plan by faculty by discipline in the following

			<p>disciplines: Math, Science, English, and Social Studies.</p> <ul style="list-style-type: none"> • Approval of satisfactory semi-annual progress report due January 15, 2008. • Approval of satisfactory program report describing activities due June 15, 2008. • Approval of satisfactory budget report describing fiscal activities due 8/15/08.
Year 3: 2008-09		\$88,000	<ul style="list-style-type: none"> • A committed effort for participation in the technical assistance and Professional Development agreements and activities. This participation must include faculty from Math, Science, Social Studies, and English from the college and high school as well as the Principal and College Liaison. • Receipt of signed grant agreement renewal • Annual Professional Development Plan for the college and high school faculty and Counselors, Principal, and College Liaison. • Sustainability Plan • Participation in data sharing agreements and data collection activities • Review and make any necessary revisions to the MOU. • Continue to implement Curriculum Alignment Plan by faculty by discipline in the following disciplines: Math, Science, English, and Social Studies. • Approval of satisfactory semi-annual progress report due January 15, 2009. • Approval of satisfactory program report describing activities due June 15, 2009. • Approval of satisfactory budget report describing fiscal activities due August 15, 2009.
Year 4: 2009-10		\$103,000	<ul style="list-style-type: none"> • A committed effort for participation in the technical assistance and Professional Development agreements and activities. This participation must include faculty from Math, Science, Social Studies, and English from both the College and High School as well as the College Liaison and High School Principal. • Receipt of signed grant agreement renewal • Annual Professional Development Plan for the college and high school faculty and counselors, principal, and college liaison.

Budget Templates, Audits, and Accounting

- A. Antelope Valley College is required to account for expenses using the budget templates in electronic format to be provided with this agreement. Please submit Antelope Valley College's financial reports in electronic form (see reporting, below), as the FCCC is required to provide this information to the Gates Foundation electronically.
- B. Antelope Valley College is responsible for resolving any and all issues that relate to audits of the program that are funded through this agreement.
- C. Indirect costs are not allowable; however, Antelope Valley College can charge for direct administrative and personnel services, providing such costs do not exceed five (5) percent of the total grant funds expended. Administrative costs which exceed the maximum administrative cost limit of five (5) percent but which otherwise would have been allowable to the grant are allowable as in kind.
- D. Antelope Valley College must provide and account for in-kind funds as agreed upon in the approved budget. In-kind costs must meet the following criteria:
 - They are verifiable from Antelope Valley College's records
 - They are not included as contributions for any other contract or grant programs
 - They are necessary and reasonable for the proper and efficient accomplishments of program objectives
 - They are allowable under applicable cost principles

The value of Antelope Valley College's contributions of services and property will be determined in accordance with applicable cost principles and the approved budget.

E. Records Maintenance and Inspection

Antelope Valley College agrees to maintain adequate records to enable expenditures of the grant funds to be easily confirmed. Antelope Valley College also agrees to make its financial books and records available for inspection at reasonable times and permit the FCCC to monitor and conduct an evaluation of activities under this agreement. This may include a visit by the FCCC personnel and/or Gates Foundation personnel or its agents to observe your college's program, discuss the program with Antelope Valley College staff, and review financial and other records connected with this agreement. Antelope Valley College must maintain records in accordance with state archival rules, but do not dispose of records any sooner than three years after the end of the grant period.

F. State K – 12 Compliance

Nothing in this agreement is intended to be contrary to state or federal laws. All Early College High School implementation sites must provide student access to the state K – 12 assessments or high stakes testing, as required by state education code.

G. Partner Agreements

Antelope Valley College has provided the FCCC with a copy of the Memorandum of Understanding outlining the agreement between Antelope Valley College and their partner, Antelope Valley Joint Union High School District. This agreement specifies the diploma-

granting institution, enrollment procedures, student fees and other per-student funding mechanisms, the instructional calendar, conduct and safety regulations, course compliance agreements, and any other agreements necessary to enable an ECHS to be fully implemented by Antelope Valley College.

H. Copyright

Use of the name Early College High School implies agreement to continue to base services on the program model and its essential elements, and to continue affiliation with the network of ECHS practitioners, even after the planning and startup grant period is completed.

I. Reporting

Timely reports will allow the FCCC to provide quality technical assistance, and the FCCC will provide a template for these reports. Reporting requirements are as follows:

1. During the grant period, semi-annual reports are due by the fifteenth of January.
2. Also, during the grant period, annual reports will be due on June 15 prior to your grant payments scheduled for September 1. Budget reports will be due on August 15. A final financial report to close out the grant is due August 15, 2011.

J. Evaluation and Policy Coordination

The Bill & Melinda Gates Foundation has contracted with AIR/SRI to perform the evaluation on the Early College High School Initiative. Jobs for the Future (JFF) will also be performing data collection and evaluation related to the Initiative's student information system. The Foundation for California Community Colleges will provide information on the specific nature of evaluation as it is defined by the Bill & Melinda Gates Foundation, JFF, and AIR/SRI. Implementation grant funds may be used to assist in data collection and other evaluation projects as needed; additional funds will not be provided for this purpose.

Antelope Valley College must also coordinate any policy initiatives related to an Early College High School (waivers, legislation, etc.) through the FCCC. Because of other Gates-funded projects in California, it is critical that the FCCC work collaboratively with other intermediaries doing early college work in the state.

K. Facilities

All Early College High School courses shall be held on the Antelope Valley College and AV SOAR High School unless an alternative location receives the FCCC approval. Early College High School students will have access to instructional and non-instructional resources available to all other students on the campuses. College courses will be available during both day and evening hours, for maximum flexibility.

L. Public Communications

For any media release, program brochure, or public statement regarding this grant award to Antelope Valley College must:

1. Acknowledge the FCCC as the funder of the planning and implementation grants to implement the Early College High School program at Antelope Valley College.

2. Acknowledge the Bill & Melinda Gates Foundation, the Carnegie Corporation of New York, the Ford Foundation, and the W.K. Kellogg Foundation as the funders of the Early College High School Initiative.

Submit all media releases to the Foundation for California Community Colleges for review and approval at least five business days prior to submission to the media. FCCC will review each release and submit it to Jobs for the Future for review and approval.

1. Antelope Valley College sites will refer to the program as an Early College High School and use the word mark and logo in print and on the web. The Early College High School logo will be provided in electronic format.

If Antelope Valley College has any questions about this agreement, please contact Joyce Arntson, FCCC ECHS Director at (714) 875-3605. Please sign and return both copies of this agreement; we will return an executed copy for your records. The return address is 3478 Buskirk Avenue, Suite 333, Pleasant Hill, CA 94523.

Antelope Valley College agrees to the terms of this grant as set forth in the Grantee Performance Requirements in the Payment Schedule in this grant agreement.

Hold Harmless Agreement

The Grantee assumes responsibility for any grievance or liability claim that may be brought against the Grantee for the AV SOAR High School developed and implemented with Grant funds. In the event of such a claim, the Foundation for California Community Colleges and the Bill & Melinda Gates Foundation and their employees, agents, and officers shall be defended by Grantee's Counsel and held harmless and remain free of liability. The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Grant Agreement and commit their respective organizations to comply with them.

Authorized Contact

The following Antelope Valley College employee is authorized to submit to the Foundation responses to questions concerning this Grant Agreement.

Name:	Dr. Jill Zimmerman
Position/Title:	Dean of Student Development & Services / College Liaison
Organization:	AVC / SOAR High School
Telephone:	661-729-6300 ext 6344
Fax:	661-722-6355
Email:	Jzimmerman@avc.edu

For Antelope Valley College:

Signature: _____ Date: _____

Name: _____ Title: _____

For the Antelope Valley Joint Union High School District:

Signature: _____ Date: _____

Name: _____ Title: _____

For the Foundation for California Community Colleges:

Signature: _____ Date: _____

Joyce Arntson
Director, ECHS Initiative, FCCC

Signature: _____ Date: _____

Corporate Officer, FCCC

Signature: _____ Date: _____

Corporate Officer, FCCC