

TO: BOARD OF TRUSTEES  
FROM: SUPERINTENDENT  
COMMUNICATION NO. 227-2008/09-AA  
Prepared by the Office of Academic Affairs  
for Presentation to the Board of Trustees  
June 8, 2009

SUBJECT: AGREEMENT BETWEEN LEWIS CENTER AND ANTELOPE VALLEY COLLEGE –  
K-16 BRIDGE PROGRAM (SB70)

A. BACKGROUND

The agreement with Lewis Center is for Educational Research for the K-16 Bridge Program for the SB70 Grant. The Lewis Center will provide the technical skills and expertise in customizing website accounts, career assessment accounts, database and other technical support for the program.

B. BUDGET IMPLICATIONS

The District will pay Lewis Center a one-time set up fee of \$25,000, due within thirty (30) days of the signing of this agreement. District will also pay Lewis Center \$25,000 for the first year and \$17,500 for the second year.

C. RECOMMENDATIONS

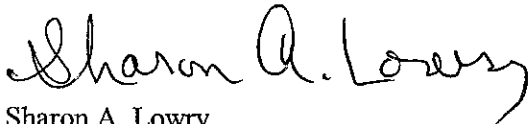
It is recommended that the Board of Trustees approves the agreement with Lewis Center for the K-16 Bridge Program.

Respectfully submitted,



Jackie L. Fisher, Sr.  
Superintendent/President

Prepared by:



Sharon A. Lowry  
Vice President of Academic Affairs

Office of Academic Affairs  
Communication No. 227-2008/09-AA

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AGREEMENT BETWEEN LEWIS CENTER AND ANTELOPE VALLEY COLLEGE – K-16 BRIDGE  
PROGRAM (SB70)

## *The History*

**T**he Bridge Program is the result of a chance encounter between a high school teacher and a former student. While standing in a home improvement store, the teacher, noticing the medical shirt the former student was wearing, asked him if he had gone into that profession. The student said that he had wanted to, but when he traveled to the local community college during the summer after his senior year he had found himself facing long lines and a system he didn't understand. So instead of getting out of his truck, he went back to work and decided to try another day. Of course the former student never did return. The high school teacher with twenty-eight years of experience working full time with seniors and twenty working as an adjunct faculty member at his local community college realized that he had heard an endless stream of such stories. These stories from former high school and current college students centered on the problems faced with transitioning from the highly controlled environment of secondary education to the more self-controlled and self-directed life of college. The goal of the Bridge Program then is to create a quality program that uses the latest technology for the preparation and transition of students into a postsecondary education world. The Bridge Program became a reality in the spring of 2006 when *Victor Valley College, The Lewis Center for Educational Research, The Snowline School District* agreed to take on the task of developing and implementing this program.

## *The Basics*

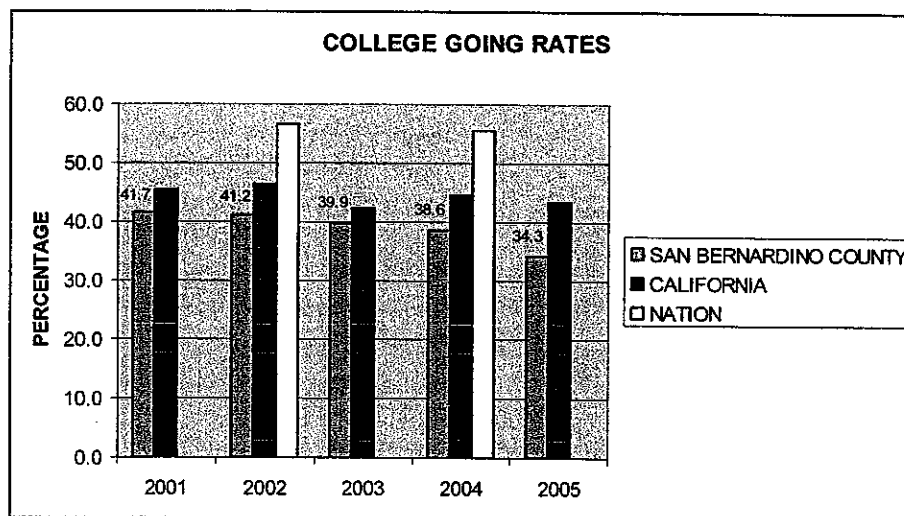
**T**he Bridge Program is based on the belief that the community college is the natural home base for most students coming out of high school in California. With one hundred and nine institutions offering both academic and vocational programs at a cost much lower than four-year institutions, they are the perfect transition partners for high schools. Starting with the premise that everyone is going to participate in the program, we have taken the application process off of the college's campus and brought it to the high schools. In our first field test in the spring of 2006, two participating schools took students through a series of lessons and activities that culminated with the students taking the college placement exam at their own high school, taking a student guided tour, and submitting an application to Victor Valley College. Even though this first run was successful, we felt that there had to be more that we could do to reach an even greater number of students. In the summer of 2006, we created a personalized web site for every student and a process that brings even more of the enrollment process to the high school sites. In our first year using the web site and online assessment system (2006-2007) over 17 high schools and 2,500 seniors participated. Last fall **The Lewis Center, EUREKA, and curriculum writers from the Snowline School District** created **My Mentor version 2.1**. Because of all of the changes and improvements during this last year we will be introducing version 4.0. This latest version will come with enhanced capabilities, including an e portfolio, online mock registration and an interactive application. Last year over 5,000 seniors and 5,000 juniors representing urban, suburban and rural areas experienced Bridge. The new Bridge 4.0 is designed to begin in 9<sup>th</sup> grade and will reach more than 20,000 students in the High Desert of California. We have also now moved beyond the Victor Valley and will be looking to bring implement the K-16 Bridge Program to 15 community colleges throughout the Southwest. . Right now writers and technicians are busy building the next version of the K-16 Bridge Program that will begin in the 4<sup>th</sup> grade and follow students throughout their academic careers.

## Why the Bridge Program?

The overall college going rates of public high school graduates in San Bernardino County has been in steady decline since 2001 (see data and chart below). California continues to lag behind the national average and San Bernardino County continues to lag behind the average for California. California ranks 48th nationally in terms of the percentage of public high school students going to college. This is simply unacceptable and "business as usual" when it comes to addressing this issue is unacceptable. The Bridge Program is a fresh and innovative approach for connecting high school students to postsecondary education opportunities with a goal of increasing college going rates for high school graduates.

### COLLEGE GOING RATES OF PUBLIC HIGH SCHOOL STUDENTS

	2001	2002	2003	2004	2005
SAN BERNARDINO COUNTY	41.7	41.2	39.9	38.6	34.3
CALIFORNIA	45.4	46.5	42.4	44.7	43.4
NATION		56.6		55.6	



Source: California Postsecondary Education Commission (<http://www.cpec.ca.gov/>)  
The National Center for Higher Education Management Systems (<http://www.higheredinfo.org/>)

## Goals

The Bridge Program has *six* goals:

- 1) 70% of high school seniors apply to a postsecondary institution.
- 2) *High school* seniors become ambassadors for the program.
- 3) Community colleges *become* the home base for K-16 coordinated education.
- 4) *Improve communication and collaboration among K-16 faculty, staff, and administrators.*
- 5) *Improve the academic preparation and subsequent college success for all K-12 students.*
- 6) Begin the K-16 Bridge process in 4th grade.

## **THE K-16 BRIDGE PROGRAM COMMUNITY COLLEGE CONTRACT**

This agreement ("Agreement") is entered into as of the 1st day of June 2009, by and between Lewis Center for Educational Research, a non-profit public benefit corporation, having its principal location at 17500 Mana Rd., Apple Valley, California 92307 and Antelope Valley Community College, 3041 West Avenue K, Lancaster, CA. 93536.

WHEREAS, Lewis Center has the technical skills and expertise to provide a K-16 Bridge Program (services and general program logistics coordination) to College; and

WHEREAS, Lewis Center and College seek to enter into an agreement wherein Lewis Center will provide to College the K-16 Bridge Program as further described herein,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### **1. SERVICES TO BE PERFORMED BY LEWIS CENTER.**

Lewis Center shall provide a K-16 Bridge Program to College as follows:

- (a) 2,000 customized and personalized My Mentor website accounts, tailored to the College.
- (b) 2,000 EUREKA career assessment accounts.
- (c) Customized career survey and database for College..
- (d) Training conference for all stakeholders will be held on site at College's request. College must pay for transportation, housing, food of presenter.
- (e) Lewis Center will provide a Help Desk for additional support.
- (f) Custom built informational documents for each College department listed on the career survey.
- (g) Updated versions of Bridge and My Mentor, as they become available.
- (h) Research, data reports, and electronic information storage.
- (i) Electronic portfolios for each student, stored by the Lewis Center.
- (j) Bridge Coordinator support program to be held yearly both in Northern and Southern California .

- (k) Standards-based lesson plans and activities for elementary and secondary stakeholders upon full implementation (available online).

**2. RESPONSIBILITIES OF COLLEGE.**

- (a) College will give Lewis Center permission to use College's name, mascot, logo, and images of facilities and students for use by Lewis Center to customize College's My Mentor web pages. Lewis Center may also use College's name, mascot, logo and images of facilities and students to provide clothing, including hats and shirts, to elementary and secondary students and teachers to promote the College.
- (b) College will provide academic and career information to the Lewis Center for the Lewis Center's use in building databases and for research purposes.
- (c) College and its secondary/elementary partners are required to secure permission from parents to allow Lewis Center to use student information for research purposes.

**3. RATES.**

- (a) College will pay Lewis Center a one-time set up fee of \$25,000, due in full within thirty (30) days of the signing of this Agreement.
- (b) College will pay Lewis Center \$25,000 for the first year of the of this Agreement, with the first payment due at the same time as the one-time fee. The second year Payment will be due one year from the contract signing date for the amount of \$17,500.
- (c) College will receive 2,000 student My Mentor sites per year as part of the contract with each additional site requested costing \$1 per year.

**4. TERM.** This Agreement is effective upon execution by both of the parties and shall continue in full force and effect for two (2) years.

**5. INDEMNIFICATION.** Each party agrees to indemnify, defend and hold harmless the other, its respective clients, affiliates, successors, subsidiaries, officers, employees and agents from and against any and all suits, actions, allegations, claims, costs, damages, fees, and judgments by third parties, including court costs and reasonable attorney's fees, resulting from the breach of this Agreement.

**6. TERMINATION.** This Agreement may be terminated by either party with or without cause, with thirty (30) days prior written notice. Upon termination, Lewis Center will refund any annual fees paid by College pro-rated by monthly amounts based upon the date of termination. The start-up fees will not be refunded. If the termination occurs at a time where the Lewis Center is owed annual fees, all fees due and owing at the time of termination occurs will be paid by College to Lewis Center as pro-rated by monthly amounts based upon the date of termination. For the purposes of this provision, regardless of the time of the month that a termination occurs, Lewis Center shall be deemed to have worked through the end of the month.

7. **ASSIGNMENT.** Lewis Center or College may not assign this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the parties hereto and their respective successors and assigns.

8. **AUTHORITY.** Each party has all the authority and power necessary to execute, deliver and perform this Agreement without the need to obtain consent of any person or entity. Each party represents that the execution, delivery, or performance of this Agreement will not result in a breach or contravention of any other contract, obligation, charter, agreement of partnership, or by-laws of either party. This Agreement constitutes the valid and legally binding obligations of Lewis Center and College, enforceable in accordance with its terms.

9. **ENTIRE AGREEMENT.** This instrument contains the entire and only agreement between the parties, and no oral statement or representations of prior, written matter not contained herein will have any force or effect. This Agreement may not be modified in any way except by a writing executed by both parties.

10. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of California with venue to be in San Bernardino County, California Attorney's fees may be awarded to the prevailing party.

11. **FORCE MAJEURE.** Any delay or failure of either Party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as acts of God, actions by any governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, acts of terrorism, labor problems, inability to obtain power, network or electric failures, material, labor, equipment or transportation.

12. **OWNERSHIP OF INTELLECTUAL PROPERTY.** The Parties agree that the K-16 Bridge Program is the intellectual property of Lewis Center, and as such, all rights, title, and interest in the K-16 Bridge Program and any materials produced by the Program are owned solely by Lewis Center. The College shall have no right to utilize the K-16 Bridge Program, other than as described herein, and may not replicate, sell, or share the K-16 Bridge Program without a separate written agreement between Lewis Center and College

13. **CONFIDENTIALITY.** Each party agrees that it will not use in any way for its own account or the account of any third party, nor will it disclose to any third party, any confidential information revealed to it by the other party which by its nature should be considered confidential or is identified in writing as confidential prior to disclosure ("Confidential Information"). Confidential Information also includes, without limitation: (i) the terms of this Agreement and the negotiations related to it; (ii) any non-public information concerning either party's business including, without limitation, confidential student information and (iii) information related to the structure and operation of each party's business, including, without limitation, any trade secrets, patents, copyrights, trademarks, procedures, scripts, confidential information, ideas, documentation, marketing, technical and financial information and plans and data related thereto. Each party will take the same precautions it takes to protect the

confidentiality of such information as are employed to protect the party's own confidential information of a similar nature, but no less than reasonable care. Confidential Information will only be disclosed to the receiving party's employees who have a specific need to know of the Confidential Information. Each party acknowledges that Confidential Information will not include any information which (a) is or becomes publicly known through no wrongful act of the receiving party; (b) is, at the time of a disclosure, already known to the receiving party without restriction on use or disclosure; (c) is, or subsequently becomes, rightfully and without breach of any obligations or agreement, in the receiving party's possession without any obligation restricting use or disclosure; or (d) is independently developed by the receiving party without breach of this Agreement. The receiving party will be relieved of its obligation under this Agreement if, and to the extent that, the Confidential Information is disclosed pursuant to the lawful requirement or request of a governmental agency, or disclosure is required by operation of law, provided that the party making the disclosure has given notice to the other party and has afforded the other party a reasonable amount of time to obtain a protective order limiting disclosure and use of the information so disclosed. Each party acknowledges and agrees that the other party is entitled to injunctive relief for any breach of this Section 13. The obligations in this Section 13 shall survive for a period of two (2) years following expiration or earlier termination of this Agreement.

**14. NOTICE.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile transmission or electronic mail (with appropriate confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate address set forth below (or to such other address as a party may designate by notice given in accordance herewith):

If to College:

Antelope Valley Community College  
3041 West Avenue K  
Lancaster, CA 93536  
Attention: Ann Steinberg  
Email: [asteinberg@avc.edu](mailto:asteinberg@avc.edu)  
Fax: 661-722-6372

If to Lewis Center:

Lewis Center for Educational Research  
17500 Mana Rd.  
Apple Valley, California, 92307  
Attention: Rick Piercy  
Email: [rpiercy@lcer.org](mailto:rpiercy@lcer.org)

Fax: 760-242-3783

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**COLLEGE**

**LEWIS CENTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name Dr. Jackie Fisher

Print Name \_\_\_\_\_

Title President/Superintendent

Title \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name Deborah Wallace

Print Name \_\_\_\_\_

Title Vice President of Business Services

Title \_\_\_\_\_