

# LEWIS CENTER FOR EDUCATIONAL RESEARCH

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

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## Agenda for Regular Meeting of the Lewis Center for Educational Research Board

Meeting at Norton Science and Language Academy  
503 E. Central Ave., San Bernardino, CA 92408

Additional Location:  
17500 Mana Rd., Apple Valley, CA, Gym Conference Room

February 5, 2018 - Public Meeting – 4:00 p.m.

1. **CALL TO ORDER:** Chairman Kevin Porter
2. **ROLL CALL:** Chairman Kevin Porter
3. **PUBLIC COMMENTS:** Members of the general public may address the Board during Public Comments or as items appearing on the agenda are considered. A time limit of three (3) minutes shall be observed. Those wishing to speak are invited to fill out a Request to Speak Card and give it to the Secretary.
4. **SPECIAL PRESENTATIONS:**
  - .01 Employee of the Semester Presentation – Kevin Porter
5. **CONSENT AGENDA:**
  - .01 Approve Minutes of December 11, 2017 Regular Meeting – Pg 3-5
  - .02 Approve Minutes of January 8, 2018 Special Meeting – Pg 6
6. **DISCUSSION/ACTION ITEMS:**
  - .01 Approve D/M SELPA Local Plan – Lisa Lamb – Pg 7-64
  - .02 Discuss VVC Dual Enrollment MOU – Wes Kanawyer – Pg 65-79
  - .03 Discuss June 2017 Audit – Jim Foley – Pg 80-125
  - .04 Discuss NSLA Math Grant – Fausto Barragan – Pg 126-128
  - .05 Discuss AAE Educator Effectiveness Fund Plan – Valli Andreasen/Wes Kanawyer – Pg 129-131
  - .06 Discuss NSLA Educator Effectiveness Fund Plan – Fausto Barragan – Pg 132-134
  - .07 Discuss Status of NSLA Lease Negotiations – Lisa Lamb
7. **INFORMATION INCLUDED IN PACKET:** *(Board members may ask questions on items for clarification.)*
  - .01 Staff Reports
    - President/CEO – Lisa Lamb – Pg 135-138
    - Human Resources Director – Stacy Newman – Pg 139-141
    - Special Education Director – Paul Rosell – Pg 142 - 143
    - Finance Director – Jim Foley – Pg 144
    - IT Director – Ryan Dorcey – Pg 145-146
    - AAE Principals – Wes Kanawyer/Valli Andreasen – Pg 147-149
    - NSLA Principal – Fausto Barragan – Pg 150-154
  - .02 Lewis Center Foundation Financial Reports
    - November and December 2017 – Pg 155-156
  - .03 LCER Financial Reports
    - Checks Over \$10K – Pg 157

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- Budget Comparisons – Pg 158-159
- Internal Financials – Pg 160-166
- .04 LCER Board Attendance Log – Pg 167
- .05 LCER Board Give and Get – Pg 168

## 8. **BOARD/STAFF COMMENTS:**

- .01 Ask a question for clarification
- .02 Make a brief announcement
- .03 Make a brief report on his or her own activities
- .04 Future agenda items

## 9. **ADJOURNMENT:** Chairman Kevin Porter

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 48 hours before the meeting by calling (760) 946-5414 x201.

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

**Regular Meeting of the  
Lewis Center for Educational Research Board of Directors**

**Minutes  
December 11, 2017**

**1.0 Call to Order**

Kevin Porter called the meeting to order at 4:02 p.m.

**2.0 Roll Call**

LCER Board Members Duberly Beck, Buck Goodspeed, Jose Palafox (by phone), Kevin Porter, Marcia Vargas and Rick Wolf were present.

LCER Board Members Kirt Mahlum, Russ Stringham and Peter Torres were absent.

Staff members Fausto Barragan, Ryan Dorcey, Teresa Dowd, Jim Foley, Wes Kanawyer, Lisa Lamb, Toni Preciado and Paul Rosell were present.

**3.0 Public Comments: None**

**4.0 Special Presentations:**

**.01** The Board recognized Heather Juarez, Lisa Longoria, Patty Pinkstaff and Doug Titherley as AAE Employees of the Semester.

**.02** The Board thanked and recognized Buck Goodspeed, Andrew Jaramillo, Jose Palafox and Russ Stringham for their service on the LCER Board.

**.03** Logan Olds presented VVWRA's plans to realign the sewer line within the Desert Knolls Wash to protect it long term. This project will tie in with the San Bernardino County Flood Control project. He is expecting the design to be completed by March, environmental studies by June, bids by August and construction to begin in fall of 2018. He will be bringing an easement approval to the LCER Board in May. This will replace the current easement.

**.04** Jim Foley presented 1<sup>st</sup> Interim Report projections for 2017/18 – 2019/20, including STRS/PERS increases and benefit increases. We will begin the budget cycle and develop procedural guidelines and timelines similar to the CEO evaluation procedures. LCAP will be included in the process. We are looking at ways to cut expenditures including HVAC systems and vending machines, and increasing revenue with Medi- Cal reimbursements and by AAE becoming a Title I school. Kevin Porter thanked staff for making the difficult decisions to get us into a good financial position.

**5.0 Consent Agenda**

1. Approve Minutes of October 16, 2017 Regular Meeting
2. Approve Renaming LCER Board Scholarship to Bud Biggs Legacy Scholarship
3. Approve IT Ewaste

On a motion by Rick Wolf, seconded by Duberly Beck, vote 6-0, the LCER Board of Directors approved Consent Agenda Items 5.01-5.03.

**6.0 Standing Board Committee Reports**

**.01** Finance Committee – Kirt Mahlum reported that the Finance Committee hasn't met.

- .02 Lewis Center Foundation – Marcia Vargas reported that the Lewis Center Foundation is working on clarifying their expenditure process and reserves. She is communicating with AAE and NSLA principals to determine short term and long term needs. The Foundation will also be assisting NSLA with their 10 year anniversary celebration.
- .03 Personnel Committee – Duberly Beck reported that the Personnel Committee is reviewing the CEO Evaluation SOP.
- .04 Nominating Committee – Kevin Porter reported that the Nominating Committee met and is recommending agenda items 7.01 – 7.03 for approval.

## **7.0 Discussion/Action Items**

- .01 On a motion by Marcia Vargas, seconded by Buck Goodspeed, vote 6-0, the LCER Board of Directors approved Delores Williams as a member of the LCER Board.
- .02 On a motion by Duberly Beck, seconded by Marcia Vargas, vote 6-0, the LCER Board of Directors approved Jim Morris as a member of the LCER Board.
- .03 On a motion by Jose Palafox, seconded by Rick Wolf, vote 6-0, the LCER Board of Directors approved the proposed slate of LCER Board Officers for 2018: Chairman of the Board Kevin Porter, Vice Chairman Duberly Beck, Treasurer Kirt Mahlum and Secretary Marcia Vargas.
- .04 The current Board structure was discussed. NSLA’s authorizer requires that 13 be the maximum number of Board members. Due to the time commitment of the Board members, efficiency, and stakeholder engagement, we are proposing to keep the number of Board members at 9 and eliminate the standing committees. We would keep a finance and personnel liaison to work with staff. This change would require revisions to our Bylaws which are on the agenda for approval, as well as material revisions to our charters. Lisa has already spoken to both authorizers who approve of the changes.
- .05 Committee changes are reflected in the proposed Bylaws revisions, and we will work on the material revisions to our charters.
- .06 On a motion by Duberly Beck, seconded by Rick Wolf, vote 6-0, the LCER Board of Directors approved the Bylaws revisions (pending material revision to charters).
- .07 Chairman Kevin Porter appointed Duberly Beck as a liaison to the Human Resources Department in the area of personnel matters.
- .08 On a motion by Buck Goodspeed, seconded by Duberly Beck, vote 6-0, the LCER Board of Directors approved the revised 2017-18 Board Calendar.
- .09 On a motion by Duberly Beck, seconded by Buck Goodspeed, vote 6-0, the LCER Board of Directors approved the revision of BP 3600 – Check Signing Policy.
- .10 Jim Foley reported that the audit should be completed by Wednesday. He is not anticipating anything major and will present it at the next meeting.
- .11 Lisa Lamb reported that we finally had a meeting with the County and City of San Bernardino together on December 5. The County offered the following proposals:
  - 1. Vacate property now and participate in public auction. Estimated purchase cost for property = \$10 million (@ auction)
  - 2. Settle through litigation and purchase property at above appraised value. \$6 million was suggested price.
  - 3. Walk away now. No further obligation.
  - 4. Lease for one year- fair market value (the last time they quoted us “fair market value” they were insisting that we pay \$1 per square foot to include all of our portables.

We will prepare for our next steps with counsel.



**8.0 Information Included in Packet:**

**.01 Staff Reports**

- President/CEO – Lisa Lamb
- Human Resources Director – Stacy Newman
- Special Education Director – Paul Rosell
- IT Director – Ryan Dorcey

**.02 Lewis Center Foundation Financial Report**

- September and October 2017

**.03 LCER Financial Reports**

- Checks Over \$10K

**.04 LCER Board Attendance Log**

**.05 LCER Board Give and Get**

**9.0 Board/Staff Comments**

**.01 Ask a question for clarification**

- Rick asked if policy numbers were being aligned with CSBO. Yes, we are working on that.

**.02 Make a brief announcement**

- Jose thanked the LCER Board and let them know they will be missed.
- Duberly appreciated seeing the results of surveys.

**.03 Make a brief report on his or her own activities**

**.04 Future agenda Items**

- Kevin reported that Kirt Mahlum would like the dates of the Board meetings to be discussed as he has a conflict.
- Rick Wolf would like to add an action item to align our Board Policy numbers with CSBA.

**10.0 Adjournment**

Chairman Kevin Porter adjourned the meeting at 5:55 p.m.

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## Lewis Center for Educational Research Board of Directors Special Minutes January 8, 2018

1. **CALL TO ORDER:** Chairman Kevin Porter called the meeting to order at 5:02 p.m.
2. **ROLL CALL:** LCER Board Members Duberly Beck, Kirt Mahlum (arrived 5:15), Jim Morris, Kevin Porter, Peter Torres (arrived 5:10 and left 7:10), Delores Williams, Marcia Vargas, and Rick Wolf were in attendance.

Staff members Fausto Barragan, Ryan Dorcey, Teresa Dowd, Jim Foley, Lisa Lamb, Stacy Newman and Paul Rosell were also in attendance.

Jim Young, YM&C Counsel was in attendance by video conference.

3. **PUBLIC COMMENTS:** None.
4. **CLOSED SESSION:** The LCER Board of Directors convened into closed session at 5:03 p.m.
  1. Conference with Legal Counsel Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case

The LCER Board of Directors reconvened into open session at 7:30 p.m. Kevin Porter, Chairman of the Board, reported that the LCER Board took action that is anticipated to prevent litigation to the school.

5. **ADJOURNMENT:** Chairman Kevin Porter adjourned the meeting at 7:31 p.m.

**Lewis Center for Educational Research  
Board Agenda Item Cover Sheet**

Date of meeting: February 5, 2018

Title: DMSELPA Local Plan

Presentation:        Consent:        Action:   x   Discussion:        Information:       

Background: At the September 2017 CAHELP Governance Council meeting, the members took action to approve the revised D/M SELPA Local Plan. Members of the Governance Council consist of local area superintendents and charter school operators. The next step is for the governing boards of the represented local education agencies (LEAs) to approve the Local Plan. Participation in D/M SELPA is critical to serving our students with special needs.

Fiscal Implications (if any):  
N/A

Impact on Mission, Vision or Goals (if any):  
None

Recommendation:  
Staff recommends the approval and adoption of the D/M SELPA Local Plan as submitted by the CAHELP Governance Council.

Submitted by: Lisa Lamb, CEO/President, LCER

# **DM SELPA Local Plan**

Desert/Mountain Special Education Local Plan Area  
(September 2017)

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- II. [Assurance Statement](#)
- III. [Governance & Administration](#)
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- V. [Policies/Administrative Regulations](#)
  - a. [List of Desert/Mountain SELPA Policies & Administrative Regulations](#)
- VI. [Attachments](#)
  - a. [List of Participating Local Education Agencies \(LEAs\) in the Desert/Mountain SELPA](#)

**Certification of Participation, Compatibility,  
and Compliance Assurances**

<b>1. Designate the Special Education Local Plan Area (SELPA) Option:</b>		
<input type="checkbox"/> Single District	<input type="checkbox"/> Multiple District	<input type="checkbox"/> District/County
SELPA Code <b>3601</b>	SELPA Name <b>Desert/Mountain Special Education Local Plan Area</b>	Application Date
SELPA Address <b>17800 Highway 18</b>	SELPA City <b>Apple Valley</b>	SELPA Zip Code <b>92307</b>
SELPA Director Name (Print) <b>Jenae Holtz</b>	Director Telephone Number <b>(760) 955-3556/3555</b>	Director E-mail <a href="mailto:jenae.holtz@cahelp.org">jenae.holtz@cahelp.org</a>
<b>2. Certification of Assurances by the Designated Administrative and Fiscal Agency for this Program (Responsible Local Agency/Administrative Unit [RLA/AU])</b>		
Designated RLA/AU Name <b>San Bernardino County Superintendent of Schools</b>		
RLA/AU Address <b>601 North E Street</b>	RLA/AU City <b>San Bernardino</b>	RLA/AU Zip Code <b>92415-0020</b>
Name of RLA/AU Superintendent <b>Theodore Alejandre</b>	Superintendent Phone Number <b>(909) 386-2459</b>	Superintendent E-mail <a href="mailto:ted.alejandre@sbcoss.net">ted.alejandre@sbcoss.net</a>
Date of Governing Board Approval <b>April 17, 2017</b>		
I certify that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 <i>United States Code (U.S.C.)</i> 1400 et seq, and implementing regulations under 34 <i>Code of Federal Regulations</i> Parts 300 and 303, 29 <i>U.S.C.</i> 705 (20) and 794–794b, the Federal Rehabilitation Act of 1973 as amended, the provisions of the California <i>Education Code (EC)</i> Part 30, and Chapter 3 Division 1 of Title V of the <i>California Code of Regulations</i> .		
Signature of RLA/AU Superintendent		Date
<b>3. Certification of Compatibility by the County Superintendent of Schools</b>		
Name of County Office of Education (COE) <b>San Bernardino County Superintendent of Schools</b>		
COE Address <b>601 North E Street</b>	COE City <b>San Bernardino</b>	COE Zip Code <b>92415-0020</b>
Name of COE Superintendent <b>Theodore Alejandre</b>	Superintendent Phone Number <b>(909) 386-2459</b>	Superintendent E-mail <a href="mailto:ted.alejandre@sbcoss.net">ted.alejandre@sbcoss.net</a>
Pursuant to <i>EC</i> Section 56140, I certify that this plan ensures that all individuals with exceptional needs residing within the county, including those enrolled in alternative education programs, including but not limited to, alternative schools, charter schools, opportunity schools and classes, community day schools operated by school districts, community schools operated by the county office of education, and juvenile court schools, will have access to appropriate special education programs and related services.		
Signature of County Superintendent or Authorized Representative		Date
<b>4. Certification of the Community Advisory Committee</b>		
<b>(Complete Form SED-LP-2)</b>		
For Department of Education Use Only		
Recommended for Approval by the Superintendent of Public Instruction:		
Date:	By:	Approval Date:

*Figure 1 CDE, SED, Form SED-LP-1 (Revised 3/2016)*

**Certification of Participation, Compatibility,  
and Compliance Assurances**

<b>Community Advisory Committee Certification</b>		
<b>CAC Compliance Verification</b>	<b>Yes</b>	<b>No</b>
The Community Advisory Committee (CAC) has advised the policy and administrative agency during the development of the Local Plan pursuant to California <i>Education Code (EC)</i> Section 56194.		
To ensure adequate and effective participation and communication pursuant to <i>EC</i> 56195.9, parent members of the CAC, or parents selected by the CAC, participated in the development and update of the Local Plan for special education.		
The plan has been reviewed by the CAC, and the committee had at least 30 days to conduct this review, prior to submission of the Local Plan to the Superintendent pursuant to <i>EC</i> 56205(b)(6).		
The CAC has reviewed any revisions made to the Local Plan as a result of recommendations or requirements from the California Department of Education.		
<b>Certifying Signature</b>		
Name of Chairperson (print)	Phone ( )	
<b>Signature of CAC Chairperson</b>	<b>Date</b>	

If you checked [ ✓ ] "No" for any of the above certifications, you may submit specific information, in writing, as to why you did not certify that the special education local plan area (SELPA) met the requirement. (Attach a separate sheet, if necessary.) The Department will take this into consideration in its review of this Local Plan application.

*Figure 2 CDE Certification of Participation, Compatibility and Compliance, CAC*

**JENAE HOLTZ, CHIEF EXECUTIVE OFFICER, CAHELP JPA  
SPECIAL EDUCATION LOCAL PLAN AREA**

**LOCAL EDUCATION AGENCY (LEA) ASSURANCE STATEMENT**

**1. FREE APPROPRIATE PUBLIC EDUCATION, 20 U.S.C. § 1412(a)(1)**

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA, including those that are out of geographic boundaries, between the ages of three through 21, inclusive, including students with disabilities who have been suspended or expelled from school. The Desert/Mountain SELPA will have a policy in place that assures compliance for the out of geographic region charter schools.

**2. FULL EDUCATIONAL OPPORTUNITY, 20 U.S.C. § 1412(a)(2)**

It shall be the policy of this LEA that all students with disabilities have access to educational programs, nonacademic programs, and services available to students without disabilities.

**3. CHILD FIND, 20 U.S.C. § 1412(a)(3)**

It shall be the policy of this LEA that all children with disabilities residing in the state, including children with disabilities who are homeless or are wards of the state and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services. The Desert/Mountain SELPA will assure that there is a process in place for the out of geographic region charter schools to be in compliance with this requirement.

**4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP), 20 U.S.C. § 1412(a)(4)**

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with



a disability who requires special education and related services in order to benefit from his/her IEP. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions. The Desert/Mountain SELPA will have in place a means of reporting this information for the individual charter schools in the same manner as the other member LEAs.

**5. LEAST RESTRICTIVE ENVIRONMENT, 20 U.S.C. § 1412(a)(5)**

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

**6. PROCEDURAL SAFEGUARDS, 20 U.S.C. § 1412(a)(6)**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process. The Desert/Mountain SELPA will monitor the compliance for the out of geographic region charter schools.

**7. EVALUATION, 20 U.S.C. § 1412(a)(7)**

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

**8. CONFIDENTIALITY, 20 U.S.C. § 1412(a)(8)**

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy

Act (FERPA). The Desert/Mountain SELPA will monitor the compliance for out of geographic charter schools.

**9. PART C TRANSITION, 20 U.S.C. § 1412(a)(9)**

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely, and effective for the child and family. The Desert/Mountain SELPA will assure that there is a process in place to comply with this requirement for all out of geographic region charter schools.

**10. PRIVATE SCHOOLS, 20 U.S.C. § 1412(a)(10)**

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private schools by their parents. The Desert/Mountain SELPA will assure that all out of geographic region charter schools will have a policy in place that complies with this requirement.

**11. LOCAL COMPLIANCE ASSURANCES, 20 U.S.C. § 1412(a)(11)**

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act, the Federal Rehabilitation Act of 1973, Section 504 of Public Law, and the provisions of the California Education Code, part 30.

**12. INTERAGENCY, 20 U.S.C. § 1412(a)(12)**

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for a free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

**13. GOVERNANCE, 20 U.S.C. § 1412(a)(13)**

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

**14. PERSONNEL QUALIFICATIONS, 20 U.S.C. § 1412(a)(14)**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a state complaint with the California Department of Education (CDE) about staff qualifications.

**15. PERFORMANCE GOALS, 20 U.S.C. § 1412(a)(15)**

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

**16. PARTICIPATION IN ASSESSMENTS, 20 U.S.C. § 1412(a)(16)**

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access

assessments with or without accommodations, or access alternate-assessments consistent with state standards governing such determinations.

**17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS, 20 U.S.C. § 1412(a)(17)**

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local, and other federal funds.

**18. MAINTENANCE OF EFFORT, 20 U.S.C. § 1412(a)(18)**

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal law and regulations.

**19. PUBLIC PARTICIPATION, 20 U.S.C. § 1412(a)(19)**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

**20. RULE OF CONSTRUCTION, 20 U.S.C. § 1412(a)(20)**

(Federal requirement for State Education Agency only)

**21. STATE ADVISORY PANEL, 20 U.S.C. § 1412(a)(21)**

(Federal requirement for State Education Agency only)

**22. SUSPENSION/EXPULSION, 20 U.S.C. § 1412(a)(22)**

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies,

procedures, and practices related to the development and implementation of the IEPs will be revised.

**23. ACCESS TO INSTRUCTIONAL MATERIALS, 20 U.S.C. § 1412(a)(23)**

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standards.

**24. OVERIDENTIFICATION AND DISPROPORTIONALITY, 20 U.S.C § 1412(a)(24)**

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

**25. PROHIBITION ON MANDATORY MEDICINE, 20 U.S.C. § 1412(a)(25)**

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substance Act as a condition of attending school or receiving a special education assessment and/or services.

**26. DISTRIBUTION OF FUNDS, 20 U.S.C. § 1411(e), (f)(1-3)**

(Federal requirement for State Education Agency only)

**27. DATA, 20 U.S.C. § 1418(a-d)**

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

**28. READING LITERACY, STATE BOARD REQUIREMENT, 2/99**

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, SELPA Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

**29. CHARTER SCHOOLS, CALIFORNIA EDUCATION CODE § 56207.5(a-c)**

It shall be the policy of this LEA that a request by a charter school to participate as a LEA in a SELPA may not be treated differently from a similar request made by a school district.

In accordance with federal and state laws and regulations, Desert/Mountain SELPA certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et. seq., and implementing regulations under 34 C.F.R., Parts 300 and 303, 29 U.S.C. § 794, 705(20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title 5 of the California Code of Regulations.

Be it further resolved, the LEA superintendent/CEO shall administer local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent/CEO ensures that policies and procedures covered by this assurance statement are on file at the LEA at the Desert/Mountain SELPA office.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signed:**

\_\_\_\_\_  
Superintendent/CEO

# **GOVERNANCE**

## **I. PURPOSE**

The Desert/Mountain Special Education Local Plan Area (“Desert/Mountain SELPA”) is a service area composed of participating Local Education Agencies (LEAs) and is the governance structure responsible for the implementation of the provisions of the Local Plan. By participating in the Desert/Mountain SELPA, participating LEAs agree to the roles and responsibilities for the provision of special education and related services within the service area as specified in the Local Plan. Pursuant to California Education Code § 56026.3, a LEA means a school district, a county office of education, a charter school participating as a member of a SELPA, or a SELPA. Participating LEAs in the Desert/Mountain SELPA include school districts, the Office of the San Bernardino County Superintendent of Schools, LEA charter schools (including LEA charter schools located outside of the geographic boundaries of the Desert/Mountain SELPA) and the SELPA. Participating LEAs join together for the purpose of adopting a plan for providing access to quality educational programs and services appropriate to the needs of each eligible student with a disability enrolled in participating LEAs.

The California Association of Health and Education Linked Professions, a Joint Powers Authority (CAHELP JPA), through the Governance Council, is the governing body of the Desert/Mountain SELPA. The CAHELP JPA Governance Council may consider changes or amendments to the permanent portion of the Local Plan at any time. The CAHELP JPA Governance Council may adopt amendments to the permanent portion of the Local Plan on an interim basis, which is not to exceed one school year. Amendments approved in this manner shall become permanent upon subsequent approval by the Executive Council of the Desert/Mountain SELPA, and all LEA governing boards. For LEA charter schools located outside of the geographic boundaries of the Desert/Mountain SELPA, Chief Executive Officer (CEO) may be substituted for Superintendent and noted as the official responsible in the administration of the Desert/Mountain SELPA Local Plan including all federal and state requirements.

## **II. GOVERNANCE STRUCTURE**

### **A. General Description**

Participating LEAs of the Desert/Mountain SELPA have joined in a cooperative effort to provide for the coordinated delivery of programs and services, and to assure equal access to such programs and services to eligible individuals with disabilities requiring special education within the Desert/Mountain SELPA. The CAHELP JPA Governance Council shall be the governing board of the Desert/Mountain SELPA and shall adopt policies for the Desert/Mountain SELPA and participating LEAs. The policies and procedures adopted by the CAHELP JPA Governance Council under the authority of the adopting LEA board have the same status and authority as other LEA board policy.

In adopting the Local Plan, each LEA agrees to carry out the duties and responsibilities assigned to each agency, or which may be designated at a later date through agreement of the participating LEAs. Participating agencies may enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

For Charter LEAs outside the geographic boundaries of the Desert/Mountain SELPA catchment area (San Bernardino County), the CAHELP JPA Governance Council shall ensure that these Charter LEAs have full access and opportunity to participate in the coordinated system of services for identified students with disabilities. To ensure that all identified students have access, a Charter LEA with assistance from the Desert/Mountain SELPA office, may enter into a Memorandum of Understanding (MOU) and/or a contractual arrangement with the local SELPA or surrounding SELPAs or other LEAs within close proximity to the Charter LEA, including nonpublic agencies and nonpublic schools, to ensure that students are identified, assessed, receive individualized education program planning, review, and reevaluation.

The function of the Desert/Mountain SELPA and participating LEAs is to provide quality educational programs and services appropriate to the needs of each eligible student with a disability who is enrolled within the Desert/Mountain SELPA. The Responsible Local Agency (RLA) Superintendent, LEA Superintendents and CEOs of the LEA Charters are responsible for the management and supervision of all special education program operations within the Desert/Mountain SELPA. All such programs are to be operated in a manner consistent with the funding provisions of the California Education Code, the Individuals with Disabilities Education Act (IDEA), other applicable laws, and Desert/Mountain SELPA policies and procedures.

Some Charter LEAs are outside of the geographic boundaries of the Desert/Mountain SELPA. The CEOs of all of the LEA Charters outside of the geographic boundaries are responsible for the management and supervision of all special education program operations. To this end, the Desert/Mountain SELPA will provide technical assistance in ensuring that the out of geographic Charter LEAs have the support necessary to fulfill their legal obligations under California Education Code, IDEA, and other applicable laws, and Desert/Mountain SELPA policies and procedures.

This Local Plan is a joint effort of the CAHELP JPA, Office of the San Bernardino County Superintendent of Schools, and participating LEAs, including Charter LEAs outside the geographic boundaries of the Desert/Mountain SELPA. Participating LEAs work in cooperation with the Office of the San Bernardino County Superintendent of Schools to ensure that all eligible students with disabilities enrolled in alternative education programs including, but not limited to, alternative schools, charter schools, opportunity schools and classes, community day schools, community schools, and juvenile court schools within the Desert/Mountain SELPA will have access to appropriate special education programs and related services. The Desert/Mountain SELPA will ensure and provide support to the LEAs that are out of the geographic area



to ensure that all eligible students with disabilities enrolled in alternative education programs have access to appropriate special education programs and related services.

The Office of the San Bernardino County Superintendent of Schools is presently designated as the Responsible Local Agency (RLA) and Administrative Unit (AU) for the Desert/Mountain SELPA, and the CAHELP JPA Governance Council may change the RLA and AU in its discretion and in accordance with California law.

All structural changes within the organization of the Desert/Mountain SELPA, including changes in governance, are decided through deliberations of the CAHELP JPA Governance Council. All conflicts are ultimately resolved through deliberations of the CAHELP JPA Governance Council. However, most concerns are managed within various committee interactions. The SELPA Steering Committee examines program issues and staffing needs, and advises the CAHELP JPA Governance Council regarding the adoption of the Annual Service Plan. The SELPA Finance Committee examines fiscal issues and advises the CAHELP JPA Governance Council regarding the adoption of the Annual Budget Plan. If necessary, recommendations regarding policies, procedures, and the implementation of the Local Plan can be given to the CAHELP CEO for ultimate consideration by the CAHELP JPA Governance Council.

The Desert/Mountain SELPA is governed by the CAHELP JPA Governance Council. The CAHELP JPA Governance Council shall be advised by the CAHELP CEO who shall, in turn, be advised by the SELPA Steering Committee, SELPA Finance Committee, and the Community Advisory Committee (CAC). The CAHELP CEO is responsible to ensure that all aspects of the approved SELPA Local Plan are implemented according to the approved California Department of Education (CDE) Local Plan and by the CAHELP JPA Governance Council.

## **B. CAHELP JPA Governance Council**

CAHELP JPA Governance Council shall consist of the Superintendent/CEO representing each of the LEA members of the Desert/Mountain SELPA, and two (2) CEO representatives from the Desert/Mountain Charter SELPA. A CEO representing multiple LEAs shall count as a single member of the Governance Council. Each member of the Governance Council shall have one vote. Each member of the Governance Council may designate, in writing, an alternate representative, including but not limited to, another member of the Governance Council (“proxy”), if the Superintendent/CEO or CEO is unable to attend a meeting, which designated alternate representative or designee shall have the full authority of the designating Superintendent/CEO or CEO for the purpose of decision-making. Such a designation must be received by the CEO prior to the commencement of a scheduled meeting of the Governance Council, and shall be good only for that meeting. One-third of the members, represented in person or by proxy, shall constitute a quorum at a meeting of members.

The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with disabilities and to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with disabilities, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CAHELP JPA.

Policies governing the Desert/Mountain SELPA shall be adopted by the CAHELP JPA Governance Council and are included as part of the Local Plan. Input may be received from parents, staff, public and nonpublic agencies, and members of the public at large. Individuals wishing an opportunity to address the CAHELP JPA Governance Council on a particular agenda item, or have the Governance Council consider a topic, are invited to complete a Request to Address the CAHELP JPA Governance Council form.

The CAHELP JPA Governance Council shall review the Desert/Mountain SELPA Local Plan and recommend modifications as necessary. The CAHELP CEO and SELPA Steering Committee shall assist the CAHELP JPA Governance Council with these reviews.

The CAHELP JPA Governance Council may initiate and carry on an activity, or may otherwise act in any manner which is not inconsistent with or preempted by law, and which is not in conflict with the purposes for which the Desert/Mountain SELPA is established.

The CAHELP JPA Governance Council shall have responsibility for overall management and direction of the Local Plan development, implementation, and operation. Governance Council members shall be involved in the budget review and approval process for the Local Plan. The County Superintendent of Schools as the current RLA, and any successors or later RLA, shall have responsibility for employing the number and type of Desert/Mountain SELPA staff to meet the program and service requirements necessary for the implementation of the Local Plan as determined by the CAHELP JPA Governance Council.

#### 1. Responsibilities of the CAHELP JPA Governance Council

The CAHELP JPA Governance Council, with direction from the LEA governing boards, shall be responsible for the following areas of Local Plan administration and shall act to:

- a. Establish operational procedures and make decisions on any matters regarding implementation, administration, and operation of special education programs in accordance with the Local Plan;

- b. Review and approve all Desert/Mountain SELPA policies, procedures, standards, and guidelines;
- c. Review, approve, and monitor the allocation of special education funds to LEAs through the Annual Budget Plan process;
- d. Review, approve, and monitor all budgets assigned to the Desert/Mountain SELPA office;
- e. Provide leadership to the Desert/Mountain SELPA regarding the development, revision, implementation, and review of the Local Plan;
- f. Select and recommend to the Superintendent of the RLA, a qualified candidate to be employed as the CAHELP CEO;
- g. Evaluate the performance of the CAHELP CEO;
- h. Determine and provide direction related to the personnel, program, and service requirements necessary for the implementation of the Local Plan and allocation of special education funds;
- i. Meet as often as necessary during the year to implement the business of the Desert/Mountain SELPA and to provide the necessary direction and guidance to the CAHELP CEO;
- j. Provide direction, consultation, and technical assistance to the LEAs and the Superintendent of the RLA;
- k. Provide a consistent forum to develop, review, and approve policy recommendations, which are submitted to the Governance Council for consideration;
- l. Approve interagency agreements;
- m. Designate participants for the SELPA Steering Committee, and SELPA Finance Committee;
- n. Establish and promote a Community Advisory Committee (CAC);
- o. Receive recommendations from the CAC, SELPA Steering Committee, LEA boards, and other concerned agencies and individuals;
- p. Decide disputes, if any, between participating LEAs that arise concerning special education related matters or related to the interpretation of the Local Plan and other agreements or policies between or among the LEAs;

- q. Annually evaluate the Local Plan implementation and operations; and
- r. Undertake such additional activities as permitted under the JPA Agreement and Bylaws, California law, and the Local Plan.

### **C. Administration of the Local Plan**

#### **1. SELPA Steering Committee**

Each participating LEA shall appoint an appropriate administrator of special education programs to membership on the SELPA Steering Committee. The SELPA Steering Committee may be requested by the CAHELP JPA Governance Council to provide advice or assistance in other areas as needs are identified within the Desert/Mountain SELPA.

The SELPA Steering Committee meets on a regular basis. The CAHELP CEO serves as the Chairperson of the committee and is responsible for providing timely written notice of the meeting and agenda, minutes for the meeting, and additional documentation as needed to provide informed decision-making.

The duties of the SELPA Steering Committee include, but are not limited to, the following:

- a. Provide information and recommendations for the development, modification, and implementation of the Local Plan to the CAHELP JPA Governance Council;
- b. Develop and implement forms and procedures for the identification, referral, assessment, IEP development, and special education service delivery to individuals with disabilities as established by the Local Plan;
- c. Develop procedures and recommendations for programs and services for review, modification, and approval by the CAHELP JPA Governance Council;
- d. Develop, review, and/or modify an annual budget for SELPA operations, including Regional Services, Program Specialists, and other SELPA administrative budgets prior to review, modification, and approval by the CAHELP JPA Governance Council;
- e. Recommend and monitor staff development training programs, including parent education activities;
- f. Provide recommendations for membership for the CAC;

- g. Develop, review, and/or modify the Annual Service Plan prior to adoption by the CAHELP JPA Governance Council; and
- h. Develop, review, and/or modify the Annual Budget Plan prior to adoption by the CAHELP JPA Governance Council.

In addition to carrying out the responsibilities identified in the Local Plan, the SELPA Steering Committee may choose to form subcommittees to focus on special issues. Such subcommittees shall report to the SELPA Steering Committee, or CAHELP JPA Governance Council, as appropriate.

#### **D. SELPA Finance Committee**

Each participating LEA shall appoint an appropriate administrator of special education programs and/or an administrator who is knowledgeable in the area of special education finance to the SELPA Finance Committee. The SELPA Finance Committee meets on a regular basis. The CAHELP CEO serves as the Chairperson of the committee and is responsible for providing timely written notice of the meeting and agenda, minutes for the meeting, and additional documentation as needed to provide for informed decision-making.

##### **1. Responsibilities of the SELPA Finance Committee**

The duties of the SELPA Finance Committee include, but are not limited to, the following:

- a. Provide information and recommendations for the development, modification, and implementation of the SELPA funding allocation plan to the CAHELP JPA Governance Council;
- b. Review and make recommendations to the CAHELP JPA Governance Council regarding decisions that impact the finances of LEAs;
- c. Develop, review, and/or modify the Annual Budget Plan prior to adoption by the CAHELP JPA Governance Council; and
- d. Review, modify, and recommend an annual budget for SELPA operations, including Regional Services, Program Specialists, and other SELPA administrative budgets prior to review, modification, and approval by the CAHELP JPA Governance Council.

The SELPA Finance committee may be requested by the CAHELP JPA Governance Council to provide advice or assistance in other areas as needs are identified within the Desert/Mountain SELPA.

In addition to carrying out the responsibilities identified in the Local Plan, the SELPA Finance Committee may choose to form subcommittees to focus on special issues. Such subcommittees shall report to the SELPA Finance Committee, or CAHELP JPA Governance Council, as appropriate.

## **E. Distribution of Federal and State Funds**

All federal and state special education funds shall be allocated to the Desert/Mountain SELPA AU for distribution to LEAs according to an approved special education funding allocation plan. Any changes to the allocation of federal and state special education funds shall be made by the CAHELP JPA Governance Council as permitted under the JPA and Bylaws, and California and federal law.

### **1. Responsibilities for Distribution of Federal and State Funds**

The governing boards of the LEAs participating in the Desert/Mountain SELPA have agreed that students with disabilities will be provided with appropriate special education services. The CAHELP JPA Governance Council has been designated the authority to determine the distribution of all federal and state special education funds in order for LEAs to carry out their responsibilities. The AU shall be responsible for the distribution of funds according to an approved special education funding allocation plan. The CAHELP CEO is responsible to ensure that the funds are distributed in accordance with the funding allocation plan.

The SELPA Finance Committee shall participate in the development of the Annual Budget Plan for review and approval by the CAHELP JPA Governance Council. The Annual Budget Plan shall be distributed to the LEAs and the CAC upon approval by the CAHELP JPA Governance Council.

State and federal funds are deposited from the San Bernardino County Treasury into the County School Service Fund (AU), unless otherwise directed by the CAHELP JPA Governance Council. The Desert/Mountain SELPA provides an annual allocation plan to the Office of the San Bernardino County Superintendent of Schools for distribution of state and federal funds to the LEAs according to the approved schedule of disbursement.

### **2. Monitoring the Use of State and Federal Funds**

Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

- a. For the costs of special education and related services and supplementary aids and services provided in a regular class or other education-related setting to a student with a disability in accordance

with the IEP for the child, even if one or more nondisabled children benefit from these services.

- b. To develop and implement a fully integrated and coordinated services system.

The CAHELP CEO, with the assistance of the SELPA Steering Committee, SELPA Finance Committee, and the AU shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs. Final determination and action regarding the appropriate use of special education funds shall be made by the CAHELP JPA Governance Council through the Annual Budget Plan process.

The Desert/Mountain SELPA monitors the distribution and appropriate use of funds and shares this information with the SELPA Steering and SELPA Finance Committees. When necessary, meetings are held with individual LEAs for the purpose of monitoring funds.

The Desert/Mountain SELPA is responsible for the preparation of program and fiscal reports requested by the State.

The CAHELP CEO shall be permitted to monitor the LEA's special education program implementation to ensure compliance in all areas including finance, service delivery, and legal requirements.

If the CAHELP CEO or designee determines that an LEA is not compliant and/or not operating in a fiscally responsible manner, the CAHELP CEO may require that the responsibility for resulting costs be borne by the LEA or take such other action as may be required to remedy the matter. The LEA will have the right to appeal any such determination to the CAHELP JPA Governance Council. The decision of the CAHELP JPA Governance Council shall be final.

## **F. Procedures for Changes in Governance Structure**

Any changes in the governance structure of the Desert/Mountain SELPA are subject to specific provisions of California Education Code §§ 56140, 56195, et seq., 56195.1 et seq., and 56205 et seq.

1. Any LEA may elect to pursue an alternative option from those specified in California Education Code § 56195.1 by notifying the CDE, Desert/Mountain SELPA, and County Superintendent at least one year prior to the date the alternative plan would become effective (California Education Code § 56195.3(b)).

2. Any alternative plan of an LEA is subject to the approval of the County Superintendent of the county, which would have LEAs as participating agencies in the alternative plan (California Education Code § 56195.1).
3. Approval of a proposed alternative plan by the appropriate County Superintendent(s) must be based on the capacity of the LEA(s) to ensure that special education programs and services are provided to all children with disabilities (California Education Code § 56140(b)).
4. If the County Superintendent does not approve an alternative plan, the County Office shall return the plan with comments and recommendations to the LEA(s). The LEA(s) participating in the alternative plan may appeal the decisions to the Superintendent of Public Instruction (California Education Code § 56140(b)(2)).
5. Any alternative plan to be submitted by an LEA or group or LEAs currently participating in the Desert/Mountain SELPA must meet the standards established by the State Board of Education.

**III. Request for SELPA Membership LEAs and Charter Schools (California Education Code §§ 56203, 56203(b), 56203(c), 56207.5, 56207.5(a), 56207.5(b), 56207.5(c), and 56195.1(c)(2)(f))**

A request by a charter school to participate as a LEA in the Desert/Mountain SELPA will not be treated differently from a similar request made by an LEA. In reviewing and approving a request by an LEA or charter school to participate as an LEA, the following requirements shall apply:

- a. The LEA or charter school shall participate in state and federal funding for special education and the allocation policy adopted by the CAHELP JPA Governance Council in the same manner as other participating LEAs of the Desert/Mountain SELPA;
- b. The LEA or charter school shall participate in the governance of the Desert/Mountain SELPA in the same manner as other LEAs of the Desert/Mountain SELPA; and
- c. The approval of additional members to the Desert/Mountain SELPA by the CAHELP JPA Governance Council shall follow guidelines as specified in the policy and procedure manual.

In the event of lack of agreement among CAHELP JPA Governance Council members regarding the participation of members in the Desert/Mountain SELPA, it shall be the responsibility of the CAHELP CEO to resolve the conflict. If the conflict regarding the participation of members in the Desert/Mountain SELPA cannot be resolved satisfactorily, the issue may be appealed to the CAHELP JPA Governance Council for a hearing on the matter. The decision of the CAHELP JPA Governance Council shall be final.



## **A. General Description**

The CAHELP JPA Governance Council shall consist of the Superintendent/CEO representing each of the LEA members of the Desert/Mountain SELPA, and two (2) CEO representatives from the Desert/Mountain Charter SELPA. A CEO representing multiple LEAs shall count as a single member of the Governance Council. Each member of the Governance Council shall have one vote. Each member of the Governance Council may designate, in writing, an alternate representative, including but not limited to, another member of the Governance Council (“proxy”), if the Superintendent/CEO or CEO is unable to attend a meeting, which designated alternate representative or designee shall have the full authority of the designating Superintendent/CEO or CEO for the purpose of decision-making. Such a designation must be received by the CEO prior to the commencement of a scheduled meeting of the Governance Council, and shall be good only for that meeting. One-third of the members, represented in person or by proxy, shall constitute a quorum at a meeting. The CAHELP JPA Governance Council has indicated its strong preference for a decentralized structure that would keep as many children as possible appropriately served in their LEA of enrollment. It is felt that only when there is convincing evidence that a service is more economically feasible on a regional level would service be provided outside of the local LEAs. Leaving most programs with local LEAs will ensure their responsiveness to local interests and values; minimize transportation; encourage inclusion; and reduce duplication of administrative and service costs.

Smooth and efficient implementation and operation of the Local Plan continues to be a priority of the SELPA Steering Committee, which is composed of special education administrators of each participating LEA and the Area Director of the San Bernardino County Superintendent of Schools office. This structure facilitates the development of an efficient management process that will allow control, direction, and management of the various activities required by the Local Plan.

## **B. Responsibilities of Participating LEAs**

LEAs, in adopting the completed Local Plan, agree to carry out the duties and responsibilities assigned within the plan, or which may be designated at a later date through agreement of the participating agencies. Participating LEAs may also enter into additional contractual arrangements to meet the requirements of applicable federal and state law.

Each LEA shall ensure that children with disabilities are educated with children who are nondisabled to the maximum extent appropriate. Removal of children with disabilities from the general educational environment shall occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. It is recognized, however, that some students have educational needs so unique that it is not possible to meet those needs in their neighborhood schools or within their home LEAs. As a

result, some students will need to receive services from other LEAs within the Desert/Mountain SELPA, or through additional contractual arrangements with LEAs outside of the Desert/Mountain SELPA. Each LEA shall cooperate to the maximum extent possible with other agencies to serve individuals with disabilities who cannot be served in the LEA of enrollment. Such cooperation ensures that a range of program options is available through the Desert/Mountain SELPA.

In the event of a conflict regarding the responsibility of specific LEAs for the provision of services to children with disabilities, it shall be the responsibility of the CAHELP CEO to resolve the conflict. If the conflict regarding the responsibility of specific LEAs for the provision of services to children with disabilities cannot be resolved satisfactorily, either party to the dispute may appeal the decision of the CAHELP CEO to the CAHELP JPA Governance Council for a hearing on the matter. The decision of the CAHELP JPA Governance Council shall be final.

**C. Withdrawal from the SELPA (California Education Code § 56195.3(b))**

Each participating LEA will cooperate with the County office and other LEAs in the Desert/Mountain SELPA in planning its option under California Education Code § 56195.1, and notify the department, impacted special education local plan areas, and participating County offices of its intent to elect an alternative option at least one fiscal year prior to the proposed effective date of the implementation of the alternative plan. Any such plan will be submitted to the County office for review in accordance with guidelines approved by the CAHELP JPA Governance Council.

Any LEA initiating a proposal to withdraw from the Desert/Mountain SELPA shall bear the total cost of consultants retained to provide a thorough analysis of legal or fiscal implications caused by such proposed action. In addition, any due process costs associated with a withdrawal from the Desert/Mountain SELPA shall be borne entirely by the LEA initiating the change.

**D. LEA Governing Boards**

The Boards of Education of the LEAs and the elected Superintendent of the Office of the County Superintendent of Schools, in representing the involved communities, have overall responsibility for implementation and operation of the Local Plan. Policymaking responsibilities are fulfilled by the County Superintendent and local boards' review/approval of the Local Plan.

All LEA Boards of Education and the Superintendent of the Office of the San Bernardino County Superintendent of Schools shall have the responsibility for the final approval of the Local Plan for special education and significant revisions of that Local Plan. Additionally, they shall have final approval of the appointment of parents in their communities to serve on the CAC.

**1. Responsibilities of LEA Governing Boards**

Additional responsibilities include:

- a. Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the LEA;
- b. Operate local programs consistent with applicable state and federal laws and regulations and Desert/Mountain SELPA-adopted policies and procedures and the Desert/Mountain SELPA Local Plan;
- c. Develop and adopt policies for the operation of the LEA, which are consistent with those of the Desert/Mountain SELPA and which promote access to appropriate programs and services for all children with disabilities;
- d. Provide suitable housing for special education programs maintained by the LEA;
- e. Review and approve the Desert/Mountain SELPA Local Plan for special education prior to approval by the State Board of Education;
- f. By approving the Local Plan, enter into an Agreement for Participation with other LEAs participating in the plan, for the purpose of the delivery of regional services and programs as appropriate;
- g. Participate in the governance of the Desert/Mountain SELPA through their designated representatives to the CAHELP JPA Governance Council. The governing boards provide the CAHELP JPA Governance Council with the authority to act as the board designee to approve and amend policies as necessary; and
- h. Appoint members to the CAC.

#### **E. LEA Superintendents/CEOs**

The LEA Superintendent/CEO represents the LEA as a member of the CAHELP JPA Governance Council and provides a liaison function between the LEA governing board and the CAHELP JPA Governance Council. The LEA Superintendent/CEO provides leadership within the LEA in support of special education programs.

1. Responsibilities of the LEA Superintendents/CEOs:
  - a. Provide leadership within the LEA in support of special education programs;
  - b. Represent the LEA as a member of the CAHELP JPA Governance Council;

- c. Act as a liaison between the governing board of the LEA and the CAHELP JPA Governance Council, transmitting suggestions for the development and/or changes of policy to the CAHELP JPA Governance Council and vote upon such matters in accordance with direction from the LEA governing boards;
- d. Advise the LEA governing boards of policies adopted by the CAHELP JPA Governance Council and provide the governing boards with copies of such policies;
- e. Recommend the adoption of the LEA special education policies to the governing boards; and
- f. Annually recommend to the governing board the modifications of the LEA special education programs, which are necessary to meet the changing needs of the students, to be included in the required Annual Service and Budget Plans submitted to the Desert/Mountain SELPA.

**F. LEA Special Education Administrators**

The LEA Special Education Administrators are responsible for the operation of Local Education Agency programs to ensure that all eligible children with disabilities receive appropriate services.

1. Responsibilities of the LEA Special Education Administrators
  - a. Advise the CAHELP CEO and the CAHELP JPA Governance Council regarding the status, accomplishments, and needs of special education programs operated within the Local Education Agencies;
  - b. Provide leadership and support through inter-district relationships to implement the Local Plan, including any regionalized programs and services;
  - c. Act as liaison with parents, community resources, other LEAs, the CAHELP CEO, and the CAHELP JPA Governance Council;
  - d. Coordinate and facilitate the day-to-day participation of LEA special education personnel and utilize other available LEA resources to improve special education services in accordance with the provisions of the Local Plan and decisions made by the CAHELP JPA Governance Council;
  - e. Provide technical advice and assistance to the CAHELP JPA Governance Council and the CAHELP CEO;

- f. Gather, interpret, and report data regarding the implementation, administration, and operation of the Local Plan;
- g. Coordinate and facilitate the provision of LEA special education services in accordance with the provisions of the Local Plan and decisions made by the CAHELP JPA Governance Council; and
- h. Advise the CAHELP CEO of the annual program needs of the LEA to be considered in the development of the Annual Budget plan and the Annual Service Plan and recommend programs and services to be considered for inclusion in the Regional Services Program budget.

#### **IV. Implementation of Administrative Functions (California Education Code §§ 56195(b)(3)(c)(2), 56195.1, 56205(a)(12)(D)(ii), 56205(a)(12)(D)(ii)(IV))**

##### **A. Designation of the Responsible Local Agency**

The Office of the San Bernardino County Superintendent of Schools is designated as the Responsible Local Agency (RLA) for the Desert/Mountain SELPA. The CAHELP JPA Governance Council may, in its discretion, change the RLA as permitted under the JPA, Bylaws, Local Plan, and California law.

##### **1. Responsibilities of the RLA**

The RLA shall be responsible for functions as specified under E.C. 56195.1(c)(2) such as, but not limited to:

- a. Receipt and distribution of regionalized services funds as approved by the CAHELP Governance Council. An overall budget for all special education services and programs for the Special Education Local Plan Area shall be prepared under the direction of the CAHELP CEO. The SELPA Steering Committee and SELPA Finance Committee shall also provide assistance in the development of the annual income and expenditure budgets for the Desert/Mountain SELPA. The budget shall be submitted to the CAHELP JPA Governance Council by the CAHELP CEO for review and approval;
- b. Provision of administrative support;
- c. Coordination and implementation of the Local Plan;
- d. Receipt and distribution of special education funds to LEA accounts for the operation of special education programs and services according to the Special Education Funding Allocation Plan approved by the CAHELP JPA Governance Council;

- e. Receipt and distribution of special education funds to accounts exclusively designated for SELPA use; and
- f. The employment of staff as designated by the CAHELP JPA Governance Council to support SELPA functions.

The Desert/Mountain SELPA office is designated as the entity responsible for the administration of the Local Plan and assuring that the SELPA is in compliance with all applicable laws and regulations.

## 2. Selection, Employment, and Evaluation of the SELPA Staff

The governing boards of each of the participating LEAs agree to invest the CAHELP JPA Governance Council with the responsibility of designating an appropriate agency as the RLA for the administration of the Local Plan and its implementation. The boards assure that the CAHELP JPA Governance Council shall indemnify the need for and designate the positions necessary for the operation of the SELPA functions according to this policy.

The CAHELP CEO shall be responsible for recommending the employment of Desert/Mountain SELPA personnel to carry out those functions described in the Local Plan.

The CAHELP JPA Governance Council shall be responsible for designating the staff to support the functioning of the Desert/Mountain SELPA. In reviewing and approving the SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the staffing for the Desert/Mountain SELPA office upon recommendation of the CAHELP CEO.

Desert/Mountain SELPA staff shall be employed by the RLA and supervised by the CAHELP CEO according to the RLA's policy and practices. The CAHELP CEO shall use a selection process that is in accordance with the law and personnel policies of the RLA.

Desert/Mountain SELPA employed personnel shall be subject to the administrative procedures and policies in operation with the San Bernardino County Superintendent of Schools Office, including but not limited to, hiring, supervision, evaluation, and discipline. In addition, contract negotiations shall follow County established procedures for all applicable SELPA employed personnel.

## 3. CAHELP CEO

The fundamental role of the CAHELP CEO is to provide leadership and facilitate the decision making process regarding the implementation of the Local Plan. The CAHELP CEO's role includes the provision of information,

specific services identified by the CAHELP JPA Governance Council, technical assistance, leadership and arbitration. It is the CAHELP CEO's responsibility to represent the interests of the Desert/Mountain SELPA as a whole without promoting any particular local education agency's interest over the interest of any other agency. In the event there are differences of opinions and/or positions on issues, it is the CAHELP CEO's responsibility to mediate a reasonable resolution of the issue(s).

The CAHELP JPA Governance Council shall be responsible for the selection, direction, discipline and evaluation of the CAHELP CEO. The CAHELP JPA Governance Council shall be assisted in the hiring and selection process by the RLA.

The CAHELP CEO is subject to the RLA's policies and procedures for day-to-day operations, but receives direction from, and is responsible to, the CAHELP JPA Governance Council. The CAHELP CEO is evaluated by a joint committee comprised of the Chair of the CAHELP JPA Governance Council and at least two other superintendents/CEOs from the CAHELP JPA Governance Council. The evaluation is confirmed by a vote of the CAHELP JPA Governance Council.

The CAHELP CEO shall have the responsibility for the coordination of all SELPA activities.

a. Responsibility of the CAHELP CEO

The CAHELP CEO shall serve as the chief administrator of the SELPA to coordinate the implementation of the Local Plan for Special Education on behalf of participating LEAs including the following:

- 1) Provide overall coordination of the Local Plan implementation;
- 2) Provide leadership for Special Education within the Desert/Mountain SELPA;
- 3) Serve as the Executive Secretary to the CAHELP JPA Governance Council's; as Secretary, the CAHELP CEO shall:
  - a. Prepare and handle the CAHELP JPA Governance Council's meeting agenda;
  - b. Prepare and handle the CAHELP JPA Governance Council's meeting minutes;

- c. Handle and care for all Special Education Local Plan Area and CAHELP JPA Governance Council's records and documents (records custodian); and
  - d. Prepare a tentative calendar of the CAHELP JPA Governance Council's meetings for the ensuing year for the considerations of the CAHELP JPA Governance Council at a regular meeting in early spring.
- 4) Initiate proposed policies for adoption by the CAHELP JPA Governance Council;
  - 5) Report, on an annual basis, the status of the Local Plan implementation;
  - 6) Develop the annual income and expenditure budgets for the Special Education Local Plan Area;
  - 7) Develop and implement procedures for operation within the Special Education Local Plan Area;
  - 8) Serve as the Chairperson of the SELPA Steering Committee;
  - 9) Serve as the Chairperson of the SELPA Finance Committee;
  - 10) Serve as the Chairperson of Ad Hoc Committees as designated by the CAHELP JPA Governance Council;
  - 11) Evaluate Special Education Local Plan Area staff, as appropriate;
  - 12) Serve as an ex officio member of the Community Advisory Committee, including the responsibility to respond to items and concerns of that group;
  - 13) Represent the Desert/Mountain SELPA on the Region 10 Coordinating Council;
  - 14) Review special education forms to assure compliance with the law;
  - 15) Coordinate the compliance review process;
  - 16) Coordinate development of fiscal policies and administer the utilization of the SELPA "X-Pot";



- 17) Implement the regionalized services of the Desert/Mountain SELPA:
  - 1) Administer staff development programs;
  - 2) Coordinate program review;
  - 3) Supervise data collection, information management and reporting;
  - 4) Coordinate curriculum and program development;
  - 5) Coordinate ongoing monitoring of Local Plan implementation through program review;
  - 6) Coordinate ongoing comprehensive evaluation of special education programs;
  - 7) Assign, supervise and evaluate Program Specialists and other Desert/Mountain SELPA staff; and
  - 8) Other matters related to the representation and operation of the Desert/Mountain SELPA.
- 18) Assist in the development of the Annual Budget Plan and annual Desert/Mountain SELPA operations budget;
- 19) Allocate and distribute funds to LEAs for the operation of special education programs and services in accordance with policy;
- 20) Coordinate the funds for low incidence services, equipment, and materials in accordance with established procedures;
- 21) Complete reports for the Desert/Mountain SELPA and individual LEAs in accordance with State priorities criteria, and California Education Code Sections 56220(c)(1), 56368, 56780;
- 22) Apply for discretionary funds and other grants that become available to the Desert/Mountain SELPA;
- 23) Monitor the appropriate use of federal, state, and local funds allocated for special education programs (56205(a)(12)(D)(ii)(IV));

- 24) Prepare and submit to the State Department of Education all reports required for the Desert/Mountain SELPA (56205(a)(12)(D)(ii)(V));
- 25) Develop and coordinate the implementation of agreements and contracts with nonpublic schools and agencies providing services to students with disabilities;
- 26) Develop and coordinate the implementation of agreements with other SELPAs and agencies;
- 27) Provide for the ongoing evaluation of the effectiveness of special education programs and services and identify special education program and service needs for the Desert/Mountain SELPA;
- 28) Request input from the LEAs regarding regionalized and program specialist services;
- 29) Coordinate and facilitate the establishment of Desert/Mountain SELPA standards, procedures, processes, and regulations for the implementation of the Local Plan;
- 30) Provide technical assistance to LEAs in due process and complaint procedures, and represent or designate appropriate personnel to represent the Desert/Mountain SELPA in due process and complaint procedures;
- 31) Act as a liaison between and among the Desert/Mountain SELPA, the State Department of Education, the CAHELP JPA Governance Council, SELPA Steering Committee, Community Advisory Committee, Federal Departments, and elected government officials; and
- 32) Update the CAHELP JPA Governance Council, SELPA Steering Committee and SELPA Finance Committee on legislative changes, proposals, trends, and related concerns.

#### 4. SELPA Staff

The CAHELP JPA Governance Council shall be responsible for designating the staff to support the functioning of the Desert/Mountain SELPA. In reviewing and approving the Desert/Mountain SELPA budgets on an annual basis, the CAHELP JPA Governance Council designates the staffing for the SELPA office upon recommendation of the SELPA Steering Committee.

Desert/Mountain SELPA staff shall be employed by the AU and supervised by the CAHELP CEO according to the AU's policy and practices. The CAHELP CEO shall use a selection process that includes representation from the Desert/Mountain SELPA, SELPA Steering Committee, and other LEA and/or community representatives as appropriate.

#### 5. Program Manager Individual Protections

The description of due process procedures in California Education Code Sections 56500-56509, for purposes of Code of Federal Regulations, 34 C.F.R. 300.500-300.520, is hereby included in the Local Plan by reference.

The Program Manager Individual Protections assists and/or conducts the procedures involved in due process hearings, complaints, and investigations for all participating LEAs within the Desert/Mountain SELPA including LEAs that are out of geographic boundaries. Inherent to this assignment is dissemination of information and initiation of procedures that ensure compliance with all parent/child rights and requirements. These include availability of parent/child rights notices, equal access to programs, correction of identified program/service problems, and compliance with mandated timelines for assessment and placement of children.

##### a. Responsibilities of the Program Manager Individual Protections

The responsibilities of the Program Manager Individual Protections shall include but not be limited to:

- 1) Coordinate Inter/Intra-SELPA program placements;
- 2) Develop, review and revise interagency agreements;
- 3) Coordinate consultant/expert witness contracting;
- 4) Negotiate contracts and coordinate services, oversight, and evaluation of nonpublic schools;
- 5) Negotiate contracts and coordinate services, oversight, and evaluation of nonpublic agencies (NPA);
- 6) Coordinate independent educational evaluations (IEEs);
- 7) Develop, review, and revise compliance procedures within all Desert/Mountain SELPA participating LEAs, including those that are out of geographic boundaries;

- 8) Advise LEAs, including those that are out of geographic boundaries, regarding compliance procedures and changing legislation;
- 9) Assist LEAs, including those that are out of geographic boundaries, in complaint/mediation procedures;
- 10) Represent LEAs, including those that are out of geographic boundaries, in due process proceedings as appropriate; and
- 11) Coordinate legal assistance and representation for participating LEAs, including those that are out of geographic boundaries.

Any LEA failing to adhere to Desert/Mountain SELPA advice regarding state and federal law relative to the IEP development process shall bear any and all subsequent due process or private contracting costs associated with said independent actions. The Desert/Mountain SELPA notification of fiscal responsibility shall be in the form of a written formal memo directed to the LEA special education administrator with a copy to the Superintendent/CEO.

Any LEA wishing to appeal this decision by the CAHELP CEO shall request the matter be placed on the agenda at a SELPA Steering Committee meeting with a subsequent recommendation to the CAHELP JPA Governance Council for final action.

All contacts with SELPA-retained attorneys or legal consultants shall be made only after approval of the CAHELP CEO or designee. Any LEA initiating contact with a legal advisor without prior approval will bear the cost of the contract.

## 6. Program Manager Regional Services

The Program Manager Regional Services interacts with all LEAs, including those that are out of geographic boundaries, to determine staff development needs, initiates training activities/programs, and manages resources available to support staff development training and transition services for all individuals who are responsible for special education and for youth with disabilities. Activities are initiated through the SELPA Steering Committee as well as with various teacher/administrator groups.

### a. Responsibilities of the Program Manager Regional Services

- 1) Coordination of program specialist's services;

- 2) Coordination of Desert/Mountain SELPA personnel development activities;
- 3) Develop, facilitate, implement, and evaluate Desert/Mountain SELPA staff development programs;
- 4) Facilitate the alignment of curriculum between special education and general education;
- 5) Evaluate the effectiveness of programs for students with disabilities; and
- 6) Coordinate the implementation of grant and contract funding services to students with disabilities.

## 7. Fiscal and Budget Management Services

The Desert/Mountain SELPA shall provide for fiscal and budget management services in order to coordinate and monitor the receipt and distribution of federal and state funds for special education. This individual performs the business management functions of the Desert/Mountain SELPA and acts as a fiscal consultant to participating LEAs, including those that are out of geographic boundaries, regarding special education funding issues. These services include analysis of expenditure and program data to improve the efficiency and effectiveness of special education programs as well as the analysis of the impact of legislative proposals on LEA and SELPA budgets.

### a. Responsibilities of Fiscal and Budget Management Services

Fiscal and Budget Management Services include, but are not limited to:

- 1) Develop, review and administer the fiscal and accounting functions of the Desert/Mountain SELPA;
- 2) Prepare Special Education fiscal and accounting reports required by the state;
- 3) Develop and recommend funding allocation models for the equitable distribution of special education revenues;
- 4) Plan, organize and implement the budget development process;
- 5) Prepare multi-year revenue and expenditure forecasts and trend analysis;

- 6) Analyze, review, and recommend fiscal implications in response to legislative proposals and demographic trends;
- 7) Analyze and interpret statistical and financial information related to special education revenue and expenditure data;
- 8) Develop, review, and recommend strategies for the reduction of LEA encroachment and the efficient operation of special education programs; and
- 9) Monitor the distribution and utilization of special education funds according to the approved SELPA funding allocation plan and the Annual Budget Plan for the LEAs, including those that are out of geographic boundaries.

## 8. Program Specialists

The program specialists are employed by the RLA for employment purposes, and serve the Desert/Mountain SELPA under the direction of the CAHELP CEO. The CAHELP JPA Governance Council designates the number and type of specialists upon recommendation of the SELPA Steering Committee and approves the SELPA budget for its expenditures.

### a. Qualifications of Program Specialists

A program specialist shall hold a valid special education credential, clinical services credential, health services credential, or a school psychologist authorization, and have advanced training and related experience in the education of students with disabilities and a specialized in-depth knowledge in preschool disabilities, career vocational development, or one or more areas of major disabling conditions.

### b. Responsibilities of Program Specialists

The governing boards of the LEAs identify the importance of employment of program specialists to provide unique and necessary services to LEAs and to students in the Desert/Mountain SELPA, including those that are out of geographic boundaries. Program specialists shall provide the following services:

- 1) Observe, consult with, and assist, in accordance with LEA procedures, special education teachers and support staff, including those that are out of geographic boundaries;

- 2) Plan programs, coordinate curricular resources, and share in the evaluation of the effectiveness of programs for children with disabilities, including those that are out of geographic boundaries;
- 3) Assist with LEA staff development, program development, and innovation of special methods and approaches;
- 4) Provide coordination, consultation, and program development in one or more specialized areas of expertise;
- 5) Upon request, participate in IEP team meetings, including those that are out of geographic boundaries, where technical assistance is needed;
- 6) Assist in mediation, due process hearings, and compliance proceedings by providing expertise in knowledge of special education law and regulations as well as programs and appropriate interventions available throughout the Desert/Mountain SELPA;
- 7) Assist LEAs, including those that are out of geographic boundaries, in the determination of appropriate special education programs and services to ensure that students with disabilities have full educational opportunities regardless of the district of residence;
- 8) Assist in developing training for parents and members of the Community Advisory Committee;
- 9) Provide staff development training and technical assistance for general and special education teachers, administrators, support staff and parents, including those that are out of geographic boundaries; and
- 10) Assist as a liaison to various community agencies such as Department of Behavioral Health, Department of Human Services, Inland Regional Center, California Children's Services, and the Probation Department, including those that are out of geographic boundaries.

**V. Regionalized Services and Operations (E.C. 56205(a)(12)(B) and 56368.23**

The CAHELP CEO, in coordination with participating LEAs, including those that are out of geographic boundaries, implements the Local Plan including the following regional services and operations:

- Coordination of the Desert/Mountain SELPA and the implementation of the Local Plan;
- Coordination of a system of identification and assessment;
- Coordination of a system of procedural safeguards;
- Coordination of general and special education personnel development opportunities and parent education;
- Coordination of a system of curriculum development and alignment with the core curriculum;
- Coordination of a system of internal program review, evaluation of the effectiveness of the Local Plan, and implementation of a Local Plan accountability mechanism;
- Coordination of a system of data collection and management to facilitate state and federal reporting requirements;
- Coordination of interagency agreements;
- Coordination of services to medical facilities;
- Coordination of services to licensed children's institutions and foster family homes;
- Preparation and transmission of required special education local plan area reports, including program and fiscal reports;
- Fiscal and logistical support of the Community Advisory Committee;
- Coordination of transportation services for children with disabilities;
- Coordination of career, vocational education, and transition services;
- Assurance of full educational opportunity;
- Fiscal administration and the allocation of state and federal funds;
- Direct instructional support provided by program specialists;
- Direct support provided by clinical counselors;



- Providing for Continuing Education Units;
- Coordination of the distribution and assignment of specialized equipment and services for students with low incidence disabilities;
- Preparation and coordination of contracts for nonpublic school and nonpublic agency services; and
- Representation on the Region 10 Coordinating Council.

**VI. Dispute Resolution (California Education Code 56205(b)(5))**

In the event of a disagreement regarding the distribution of funding, responsibility for service provision and any other governance activities specified within the Local Plan, it is the intent of the CAHELP JPA Governance Council that issues be resolved at the lowest level possible in the governance structure outlined in the Local Plan. The CAHELP JPA Governance Council is considered to be the board of last resort. This policy is intended to resolve disagreements within a period of 45 days, but is not intended to undermine local authority.

If a LEA, including those that are out of geographic boundaries, disagrees with a decision or practice of another agency or the Desert/Mountain SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party, or parties directly involved. The parties involved will present the issues to their respective Superintendent/CEO or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the CAHELP CEO or his/her designee, or the services of a neutral mediator from outside the Desert/Mountain SELPA. In the event the issue cannot be resolved either party may request review by the SELPA Steering Committee, or SELPA Finance Committee, as appropriate. If the issue cannot be resolved with the recommendation of the SELPA Steering Committee, or SELPA Finance Committee, either party may request that the issue be placed on the agenda of the CAHELP JPA Governance Council for a hearing on the issues and ultimate resolution. The decision of the CAHELP JPA Governance Council shall be final.

**VII. Community Advisory Committee Public Participation/Certification (E.C. 56205(a)(12)(C))**

- **Selection of the Community Advisory Committee (CAC)**

Each participating LEA, including those that are out of geographic boundaries, shall appoint representatives to the CAC for the purpose of: advising the CAHELP CEO regarding the development, amendment and review of the Local Plan; recommending annual priorities to be addressed by the plan; assisting in parent education; encouraging community involvement; and fulfilling such other responsibilities as designated in the Local Plan. Each CAC representative shall be responsible to the

governing board of their respective LEA. All areas of responsibility related to the Local Plan shall be implemented through regularly scheduled meetings of the CAC. Representatives from out of geographic area charter schools will participate in CAC activities through video or telephone conferencing.

- **Procedures for CAC Appointment**

The CAC shall be composed of members approved by their participating LEA governing board. At least fifty-one percent of the members shall be parents of students with disabilities. Members shall include the following:

- Parents – A majority of the CAC membership is composed of parents of students enrolled in LEAs participating in the Local Plan, including those that are out of geographic boundaries. A majority of these parent members shall be parents of students with disabilities;
- School Personnel – School related members of the CAC include general education classroom teachers, special education classroom teachers, and other school personnel;
- Students with disabilities enrolled in special education programs;
- Representatives of public and private agencies;
- Others – Persons concerned with students with disabilities; and
- One member shall be appointed by the SELPA Steering Committee.

- **Responsibilities of the CAC**

The CAC shall serve in an advisory capacity to the Desert/Mountain SELPA and shall act to:

- A. Improve communications among students with disabilities, their parents/guardian, and LEA staff;
- B. Increase public awareness and understanding of the unique educational needs of students with disabilities by communicating with LEAs, the Desert/Mountain SELPA, and legislative staff members;
- C. Advise local, county, and state officials of the development, operation, and review of the Local Plan;
- D. Provide a support group and forum for students with disabilities and their parents/guardians where they may express their needs and concerns regarding their children's education;

- E. Conduct parent orientation, education training programs for individuals or groups as a means of increasing support for improved educational opportunities for all students;
- F. Advise the CAHELP CEO and SELPA Steering Committee regarding the development and review of the Local Plan and review of programs under the Local Plan;
- G. Make recommendations on annual priorities to be addressed under the Local Plan to the SELPA Steering Committee;
- H. Assist in parent education and training. Recruit parents and other volunteers who may contribute to the implementation of the Local Plan;
- I. Encourage public involvement in the development and review of the Local Plan;
- J. Act in support of students with disabilities. Serve as liaison between the CAHELP CEO and the local communities;
- K. Encourage regular attendance in all school programs. Assisting in parent awareness of the importance of regular school attendance;
- L. Submit an annual written report to the CAHELP CEO and the SELPA Steering Committee regarding progress of CAC projects;
- M. Submit an annual written report to the CAHELP JPA Governance Council. Apprise the CAHELP JPA Governance Council, as needed, on matters of community concern;
- N. Become familiar with the laws pertaining to special education and students with disabilities; and
- O. Other duties and responsibilities as assigned by the CAHELP JPA Governance Council.

## **READING LITERACY**

The Desert/Mountain SELPA and participating LEAs are committed to the improvement of educational results for all students including those who require special education. The Desert/Mountain SELPA shall ensure that special education students will actively participate in the California Reading Initiative to the maximum extent appropriate and in the least restrictive environment. In order to support this initiative, the Desert/Mountain SELPA shall provide and/or facilitate staff development opportunities for special education instruction staff (as evidenced by annual professional development calendars) in at least the following areas of literacy:

- a. Information about current literacy and learning research;
- b. State-adopted curriculum standards and frameworks;
- c. Research-based instructional strategies for teaching reading to a wide range of diverse learners in order to improve literacy and increase participation of students with disabilities in statewide assessments.

Full access shall be afforded to students with disabilities to all required core curriculum including state-adopted core curriculum textbooks and supplementary textbooks, as well as instructional materials and support in order for students with disabilities to attain higher standards in reading.

The Reading Literacy policy applies to all LEAs, including those that are out of geographic boundaries.

The Desert/Mountain SELPA has adopted Policies and Administrative Regulations as outlined on the list on page 33. The policies set forth in full within this document are included to fulfill Local Plan document requirements.

### **List of Desert/Mountain SELPA Policies and Administrative Regulations**

- Chapter 1: Identification & Referral
- Chapter 2: Evaluation & Assessment
- Chapter 3: Eligibility Criteria
- Chapter 4: Instructional Planning & the Individualized Education Program (IEP)
- Chapter 5: Supports & Services-a Continuum of Options
- Chapter 6: Student Promotion & Retention
- Chapter 7: Procedural Safeguards
- Chapter 8: Uniform Complaint Procedures
- Chapter 9: Transition Services
- Chapter 10: Positive Behavioral Interventions
- Chapter 11: Suspension & Expulsion
- Chapter 12: Interagency Agreements
- Chapter 13: Low Incidence Funding
- Chapter 14: State Special Schools
- Chapter 15: Student Records
- Chapter 16: State & District Assessment Programs
- Chapter 17: Other Public Education Program
- Chapter 18: Nonpublic Schools & Agencies
- Chapter 19: Private Schools Services
- Chapter 20: Provision of Healthcare Services
- Chapter 21: Civil Rights Protection & 504 Accommodations
- Chapter 22: Personnel Development
- Chapter 23: Guidelines for the Provision of Special Education in Charter Schools
- Chapter 24: Fiscal Allocation Plan
- Chapter 25: Guidelines for Independent Educational Evaluations (IEEs)

## **PARTICIPATING LOCAL EDUCATION AGENCIES (LEAs)**

- Academy for Academic Excellence Charter School
- Adelanto Elementary School District
- Apple Valley Unified School District
- Baker Valley Unified School District
- Barstow Unified School District
- Bear Valley Unified School District
- Excelsior Charter School
- Health Sciences High and Middle College Charter School
- Helendale Elementary School District
- Hesperia Unified School District
- High Tech Elementary Point Loma
- High Tech Explorer Elementary School
- High Tech High Media Arts
- High Tech High
- High Tech High International
- High Tech High Middle Media Arts
- High Tech High Middle School
- High Tech High Learning Statewide Benefit Charter School

### **Sites:**

- High Tech High Chula Vista High School
- High Tech High Chula Vista Elementary
- High Tech High Chula Vista Middle
- High Tech High North County High School
- High Tech High Middle North County
- High Tech High Elementary North County
  
- Lucerne Valley Unified School District
- Needles Unified School District
- Norton Space and Aeronautics Academy Charter School
- Oro Grande Elementary School District
- San Bernardino County Superintendent of Schools
- Silver Valley Unified School District
- Snowline Joint Unified School District
- Trona Joint Unified School District
- Victor Elementary School District
- Victor Valley Union High School District

**JENAE HOLTZ, CHIEF EXECUTIVE OFFICER, CAHELP JPA  
DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA  
LOCAL EDUCATION AGENCY (LEA)  
ASSURANCE STATEMENT**

**1. FREE APPROPRIATE PUBLIC EDUCATION, 20 U.S.C. § 1412(a)(1)**

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA, including those that are out of geographic boundaries, between the ages of three through 21, inclusive, including students with disabilities who have been suspended or expelled from school. The Desert/Mountain SELPA will have a policy in place that assures compliance for the out of geographic region charter schools.

**2. FULL EDUCATIONAL OPPORTUNITY, 20 U.S.C. § 1412(a)(2)**

It shall be the policy of this LEA that all students with disabilities have access to educational programs, nonacademic programs, and services available to students without disabilities.

**3. CHILD FIND, 20 U.S.C. § 1412(a)(3)**

It shall be the policy of this LEA that all children with disabilities residing in the state, including children with disabilities who are homeless or are wards of the state and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services. The Desert/Mountain SELPA will assure that there is a process in place for the out of geographic region charter schools to be in compliance with this requirement.

**4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP), 20 U.S.C. § 1412(a)(4)**

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability who requires special education and related services in order to benefit from his/her IEP. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's

progress and make appropriate revisions. The Desert/Mountain SELPA will have in place a means of reporting this information for the individual charter schools in the same manner as the other member LEAs.

**5. LEAST RESTRICTIVE ENVIRONMENT, 20 U.S.C. § 1412(a)(5)**

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

**6. PROCEDURAL SAFEGUARDS, 20 U.S.C. § 1412(a)(6)**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process. The Desert/Mountain SELPA will monitor the compliance for the out of geographic region charter schools.

**7. EVALUATION, 20 U.S.C. § 1412(a)(7)**

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

**8. CONFIDENTIALITY, 20 U.S.C. § 1412(a)(8)**

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA). The Desert/Mountain SELPA will monitor the compliance for out of geographic charter schools.



**9. PART C TRANSITION, 20 U.S.C. § 1412(a)(9)**

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely, and effective for the child and family. The Desert/Mountain SELPA will assure that there is a process in place to comply with this requirement for all out of geographic region charter schools.

**10. PRIVATE SCHOOLS, 20 U.S.C. § 1412(a)(10)**

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private schools by their parents. The Desert/Mountain SELPA will assure that all out of geographic region charter schools will have a policy in place that complies with this requirement.

**11. LOCAL COMPLIANCE ASSURANCES, 20 U.S.C. § 1412(a)(11)**

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act, the Federal Rehabilitation Act of 1973, Section 504 of Public Law, and the provisions of the California Education Code, part 30.

**12. INTERAGENCY, 20 U.S.C. § 1412(a)(12)**

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for a free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

**13. GOVERNANCE, 20 U.S.C. § 1412(a)(13)**

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

**14. PERSONNEL QUALIFICATIONS, 20 U.S.C. § 1412(a)(14)**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a state complaint with the California Department of Education (CDE) about staff qualifications.

**15. PERFORMANCE GOALS, 20 U.S.C. § 1412(a)(15)**

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

**16. PARTICIPATION IN ASSESSMENTS, 20 U.S.C. § 1412(a)(16)**

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate-assessments consistent with state standards governing such determinations.

**17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS, 20 U.S.C. § 1412(a)(17)**

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local, and other federal funds.

**18. MAINTENANCE OF EFFORT, 20 U.S.C. § 1412(a)(18)**

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal law and regulations.

**19. PUBLIC PARTICIPATION, 20 U.S.C. § 1412(a)(19)**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

**20. RULE OF CONSTRUCTION, 20 U.S.C. § 1412(a)(20)**

(Federal requirement for State Education Agency only)

**21. STATE ADVISORY PANEL, 20 U.S.C. § 1412(a)(21)**

(Federal requirement for State Education Agency only)

**22. SUSPENSION/EXPULSION, 20 U.S.C. § 1412(a)(22)**

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

**23. ACCESS TO INSTRUCTIONAL MATERIALS, 20 U.S.C. § 1412(a)(23)**

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standards.

**24. OVERIDENTIFICATION AND DISPROPORTIONALITY, 20 U.S.C § 1412(a)(24)**

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

**25. PROHIBITION ON MANDATORY MEDICINE, 20 U.S.C. § 1412(a)(25)**

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substance Act as a condition of attending school or receiving a special education assessment and/or services.

**26. DISTRIBUTION OF FUNDS, 20 U.S.C. § 1411(e), (f)(1-3)**

(Federal requirement for State Education Agency only)

**27. DATA, 20 U.S.C. § 1418(a-d)**

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

**28. READING LITERACY, STATE BOARD REQUIREMENT, 2/99**

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, SELPA Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

**29. CHARTER SCHOOLS, CALIFORNIA EDUCATION CODE § 56207.5(a-c)**

It shall be the policy of this LEA that a request by a charter school to participate as a LEA in a SELPA may not be treated differently from a similar request made by a school district.

In accordance with federal and state laws and regulations, Academy for Academic Excellence certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et. seq., and implementing regulations under 34 C.F.R., Parts 300 and 303, 29 U.S.C. § 794, 705(20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title 5 of the California Code of Regulations.

Section II: Attachments

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Be it further resolved, the LEA superintendent/CEO shall administer local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent/CEO ensures that policies and procedures covered by this assurance statement are on file at the LEA at the Desert/Mountain SELPA office.

Adopted this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.

Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

**Signed:**

\_\_\_\_\_  
Lisa Lamb

**JENAE HOLTZ, CHIEF EXECUTIVE OFFICER, CAHELP JPA  
DESERT/MOUNTAIN SPECIAL EDUCATION LOCAL PLAN AREA  
LOCAL EDUCATION AGENCY (LEA)  
ASSURANCE STATEMENT**

**1. FREE APPROPRIATE PUBLIC EDUCATION, 20 U.S.C. § 1412(a)(1)**

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA, including those that are out of geographic boundaries, between the ages of three through 21, inclusive, including students with disabilities who have been suspended or expelled from school. The Desert/Mountain SELPA will have a policy in place that assures compliance for the out of geographic region charter schools.

**2. FULL EDUCATIONAL OPPORTUNITY, 20 U.S.C. § 1412(a)(2)**

It shall be the policy of this LEA that all students with disabilities have access to educational programs, nonacademic programs, and services available to students without disabilities.

**3. CHILD FIND, 20 U.S.C. § 1412(a)(3)**

It shall be the policy of this LEA that all children with disabilities residing in the state, including children with disabilities who are homeless or are wards of the state and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services. The Desert/Mountain SELPA will assure that there is a process in place for the out of geographic region charter schools to be in compliance with this requirement.

**4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP), 20 U.S.C. § 1412(a)(4)**

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability who requires special education and related services in order to benefit from his/her IEP. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's

progress and make appropriate revisions. The Desert/Mountain SELPA will have in place a means of reporting this information for the individual charter schools in the same manner as the other member LEAs.

**5. LEAST RESTRICTIVE ENVIRONMENT, 20 U.S.C. § 1412(a)(5)**

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

**6. PROCEDURAL SAFEGUARDS, 20 U.S.C. § 1412(a)(6)**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process. The Desert/Mountain SELPA will monitor the compliance for the out of geographic region charter schools.

**7. EVALUATION, 20 U.S.C. § 1412(a)(7)**

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

**8. CONFIDENTIALITY, 20 U.S.C. § 1412(a)(8)**

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA). The Desert/Mountain SELPA will monitor the compliance for out of geographic charter schools.

**9. PART C TRANSITION, 20 U.S.C. § 1412(a)(9)**

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely, and effective for the child and family. The Desert/Mountain SELPA will assure that there is a process in place to comply with this requirement for all out of geographic region charter schools.

**10. PRIVATE SCHOOLS, 20 U.S.C. § 1412(a)(10)**

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private schools by their parents. The Desert/Mountain SELPA will assure that all out of geographic region charter schools will have a policy in place that complies with this requirement.

**11. LOCAL COMPLIANCE ASSURANCES, 20 U.S.C. § 1412(a)(11)**

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act, the Federal Rehabilitation Act of 1973, Section 504 of Public Law, and the provisions of the California Education Code, part 30.

**12. INTERAGENCY, 20 U.S.C. § 1412(a)(12)**

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for a free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.



**13. GOVERNANCE, 20 U.S.C. § 1412(a)(13)**

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

**14. PERSONNEL QUALIFICATIONS, 20 U.S.C. § 1412(a)(14)**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a state complaint with the California Department of Education (CDE) about staff qualifications.

**15. PERFORMANCE GOALS, 20 U.S.C. § 1412(a)(15)**

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

**16. PARTICIPATION IN ASSESSMENTS, 20 U.S.C. § 1412(a)(16)**

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate-assessments consistent with state standards governing such determinations.

**17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS, 20 U.S.C. § 1412(a)(17)**

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local, and other federal funds.

**18. MAINTENANCE OF EFFORT, 20 U.S.C. § 1412(a)(18)**

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal law and regulations.

**19. PUBLIC PARTICIPATION, 20 U.S.C. § 1412(a)(19)**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

**20. RULE OF CONSTRUCTION, 20 U.S.C. § 1412(a)(20)**

(Federal requirement for State Education Agency only)

**21. STATE ADVISORY PANEL, 20 U.S.C. § 1412(a)(21)**

(Federal requirement for State Education Agency only)

**22. SUSPENSION/EXPULSION, 20 U.S.C. § 1412(a)(22)**

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

**23. ACCESS TO INSTRUCTIONAL MATERIALS, 20 U.S.C. § 1412(a)(23)**

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standards.

**24. OVERIDENTIFICATION AND DISPROPORTIONALITY, 20 U.S.C § 1412(a)(24)**

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

**25. PROHIBITION ON MANDATORY MEDICINE, 20 U.S.C. § 1412(a)(25)**

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substance Act as a condition of attending school or receiving a special education assessment and/or services.

**26. DISTRIBUTION OF FUNDS, 20 U.S.C. § 1411(e), (f)(1-3)**

(Federal requirement for State Education Agency only)

**27. DATA, 20 U.S.C. § 1418(a-d)**

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

**28. READING LITERACY, STATE BOARD REQUIREMENT, 2/99**

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, SELPA Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

**29. CHARTER SCHOOLS, CALIFORNIA EDUCATION CODE § 56207.5(a-c)**

It shall be the policy of this LEA that a request by a charter school to participate as a LEA in a SELPA may not be treated differently from a similar request made by a school district.

In accordance with federal and state laws and regulations, Norton Science and Language Academy certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et. seq., and implementing regulations under 34 C.F.R., Parts 300 and 303, 29 U.S.C. § 794, 705(20), 794-794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title 5 of the California Code of Regulations.

Section II: Attachments

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Be it further resolved, the LEA superintendent/CEO shall administer local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent/CEO ensures that policies and procedures covered by this assurance statement are on file at the LEA at the Desert/Mountain SELPA office.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

**Signed:**

\_\_\_\_\_  
Lisa Lamb

**Lewis Center for Educational Research  
AAE School Board Committee Agenda Item Cover Sheet**

Date of meeting: February 5, 2018\_\_

**Title:** LCER and VVC Dual Enrollment Memorandum of Understanding

Presentation:\_\_\_\_ Consent:\_\_\_\_ Action:\_\_\_\_ Discussion:\_\_X\_\_  
Information:\_\_X\_\_

**Background:**

The AAE is increasing dual enrollment offerings to more effectively prepare students for post-secondary success. Students will be able to take college level coursework to acquire high school credits and college units simultaneously, making progress toward and meeting the requirements set forth for an A.A. and/or B.A. Degree.

**Fiscal Implications (if any):**

We are currently utilizing full-time AAE staff and VVC faculty to facilitate and teach the existing courses. We will continue to do this next year with no additional staffing cost to the AAE. We will be purchasing textbooks and instructional materials as we would any other course.

**Impact on Mission, Vision or Goals (if any):**

The Academy for Academic Excellence exists to prepare students for post-secondary success through a relevant, rigorous college preparatory education. By facilitating the acquisition of college units among AAE students, we will be better preparing them for post-secondary success.

**Recommendation:**

I would like the Board to consider, discuss and approve the MOU with VVC and further support dual enrollment opportunities for our AAE students.

**Submitted by: Name, Title, Department**

Wes Kanawyer, Principal (Middle School-High School), AAE

**Memorandum of Understanding  
Dual Enrollment**

This is a College and Career Pathways Partnership Agreement (CCAP) hereinafter known as “Agreement” between Victor Valley Community College District (VVC) hereinafter known as “COLLEGE” and Lewis Center for Educational Research (LCER) hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities with the Victor Valley Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experience: and

WHEREAS, COLLEGE AND SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may nor already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec.1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COLLEGE.

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

1.1 The term of this CCAP Agreement shall be for two years beginning on July 1, 2018 and ending on June 30, 2020, unless otherwise terminated.

1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COLLEGE for those students; the scope, nature, time, location, and listing of community college course to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CAAP Agreement Appendix shall also establish protocols for

information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)

- 1.3 The CAAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 The governing board of each district, at a subsequent open public meeting of the board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

## **2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS**

- 2.1 CCAP Agreement Courses – Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved.
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

## **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility – students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment – Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement

Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and COLLEGE standards and policies.

- 3.3 College Admission and Registration – Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and VVC policy.
- 3.4 Student Records – It is the responsibility for the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment – A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program.
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day – The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and required by COLLEGE.

#### **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f) (q). The



governing board of a community district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76104, 76223, 76300, 76350, and 79121.

5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Cost will be borne by SCHOOL DISTRICT. Required textbooks shall be purchased through the COLLEGE bookstore.

5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)

## **6. CCAP AGREEMENT COURSES**

6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)

6.2 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.

6.3 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2(c)(1)

6.4 Course offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.

6.5 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with VVC academic standards.

6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designation, course descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.

6.7 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Services Agreement as required by VVC Business Procedure.

6.8 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites

and standards that SCHOOL DISTRICT policies,, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.

6.9 A student’s withdrawal prior to the completion of a course offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.

6.10 Supervision and evaluation of students enrolled in courses offered as part of this agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.

6.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.

6.12 This CCAP Agreement certifies that any remedial course taught by community college faculty at a participating high school campus shall be offered only to high school students who do not meet their grade level standard in math, English or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as in intervention in the student’s junior or senior year to ensure the student is prepared for college-level work upon graduation.

6.13 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor’s Office and course that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

## **7. INSTRUCTOR(S)**

7.1 All instructors teaching COLLEGE course offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.

7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(2)

7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2(m)(2)

7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.

7.5 Instructors who teach COLLEGE course shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony

shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.

- 7.6 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7 Faculty provided by the SCHOOL DISTRICT will participate in professional activities sponsored by the COLLEGE as required by the terms and conditions of the contact and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to approval of VVC.
- 7.9 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of VVC, specifically with regard to their duties as instructors.

**8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE Campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

**9. LAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with VVC policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination

and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)

9.3 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of the SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.

9.4 This CAAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Section. 2 (t)(1)(A-D)

- The total number of high school students by high school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal laws. Sec 2 (t)(1)(A)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2(t)(1)(B)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)©
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2(t)(1)(D)

## 10. APPORTIONMENT

10.1 VVC shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. (o)(2)

10.3 VVC shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance for apportionment. Sec. (r)

10.4 The attendance of a high school pupil at a community college as a special part-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to the Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. And tit. 5.

## 11. CERTIFICATIONS

11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through sources.

- 11.2 VVC certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that VVC will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2(j)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has **not** displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2(j)
- 11.7 The COLLEGE Certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
  - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
  - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4 and that students participating in this Agreement will not lead displacement of otherwise eligible adults the COLLEGE. Sec. 2(k)(3)
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (1)

## 12. PROGRAM IMPROVEMENT

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CAAP Agreement.

## 13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of

this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

- 13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

**14. CCAP AGREEMENT DATA MATCH AND REPORTING**

- 14.1 COLLEGE and SCHOOL DISTRICT shall ensure operation protocols consistent with the collection of participating student data and the timely submission of the data.

- 14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community College.

**15. PRIVACY OF STUDENT RECORDS**

- 15.1 COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CAAP course(s) and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy ACT (FERPS) 20 U.S.C. § 1232g; 34 C.F.R Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- 15.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CAAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be applicable. (34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- 15.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

**16. REIMBURSEMENT**

- 16.1 The SCHOOL DISTRICT shall invoice the COLLEGE at the end of each semester for the use of instructional space and instructional services rendered per course unit at the rate of \$500.00 per unit. Example: One three unit course = \$1,500.00 payable from the COLLEGE to the SCHOOL DISTRICT.

**17. FACILITIES**

- 17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises, SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, book and materials to be used during each course offered a part of this CAAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement

## 18. INDEMNIFICATION

18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgements, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

18.2 The COLLEGE agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officer, employee, administrators, independent contractors, subcontractors, agents and other representative from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgements, arising out of COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of COLLEGE its officers, employees, independent contractors, subcontractors, subcontractors, agents and other representatives.

## 19. INSURANCE

19.1 The SCHOOL DISTRICT, in order to protect COLLEGE, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (41,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the state of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the State of California, or public entity risk management Joint powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers as an additional insured for the purpose of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE.

19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for process, investigation, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE, its directors, officers, agents, and employees from any liability, resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

**20. NON-DISCRIMINATION**

20.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

**21. TERMINATION**

21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and the scope of such termination. The termination notice must be resented by January 15 for the following fall semester and by September 1<sup>st</sup> for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in the CCAP Agreement.

21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this agreement.

**22. MODIFICATION AND AMENDMENT**

22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

**23. GOVERNING LAWS**

23.1 This Agreement shall be interpreted according to the laws of the state of California.

**24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

24.1 For locations outside the geographical boundaries of COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 5300 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

**25. SEVERABILITY**

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.



**26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on \_\_\_\_\_ 2017

By: \_\_\_\_\_  
SCHOOL DISTRICT

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

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c) (1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c) (1)

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT**

LOCATION	NAME AND TITLE	TELEPHONE	EMAIL
College	Mark Clair	760-245-2372 ext. 2429	Mark.clair@vvc.edu
Lewis Center for Educational Research	Brenda Day	760-946-5414 ext. 112	bday@lcer.org

**2. CCAP AGREEMENT EDUCATIONAL PROGRAMS(S) AND COURSE(S)**

2.1 COLLEGE is responsible for all educational programs(s) and course(s) and offered as part of this CCAP Agreement whether the educational programs(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **CCAP AGREEMENT PROGRAM YEAR FALL 2018 – SPRING 2019** – COLLEGE has identified educational program(s) and course(s) to be offered at the said date, time, and location; the total number of projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2018/19 COLLEGE: Victor Valley College

SCHOOL DISTRICT: Lewis Center for Educational Research

High School: Academy for Academic Excellence

EDUCATIONAL PROGRAM: Allied Health

TOTAL NUMBER OF STUDENTS SERVED: 15 per semester Total Projected: 30

COURSE NAME	COURSE #	TERM	TIME	DAYS	INSTRUCTOR
Medical terminology	ALDH-139	Fall 2018	7:30-8:24 7:30-9:22	M, T W Th	Heather O'Bier
Pharmacology	ALDH-80	Spring 2019	7:30-8:24 7:30-9:22	M. T. W Th	Heather O'Bier

EDUCATIONAL PROGRAM: Agriculture and Natural Science

TOTAL NUMBER OF STUDENTS SERVED: 15 per semester Total Projected: 30

COURSE NAME	COURSE #	TERM	TIME	DAYS	INSTRUCTOR
Environmental Science & Sustainability	AGNR 170	Fall 2018	9:00-10:20	Tu; On-Line & Hybrid	Neville Slade <b>VVC</b>
Watershed Management & Restoration	AGNR 173	Spring 2019	9:00-10:20	Tu; On-Line & Hybrid	Neville Slade & Matt Howard

4. BOOKS AND INSTRUCTIONAL MATERIALS – The total cost of books and instructional materials for students participating as part of the CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER MATERIALS
Environmental Science & Sustainability	Sustaining the Earth (2015)	TBD	
Watershed Management & Restoration	Introduction to Water in California (2016)	TBD	
Medical terminology	TBD		
Pharmacology	TBD		

**Lewis Center for Educational Research  
Board Agenda Item Cover Sheet**

Date of meeting: February 5, 2018

Title: Audit Report for the Fiscal Year Ended June 30, 2017

Presentation:      Consent:      Action:      Discussion:   x   Information:   x  

Background:

Fiscal Implications (if any):

Impact on Mission, Vision or Goals (if any):

Recommendation:

Submitted by: Jim Foley, Director of Finance

**THE HIGH DESERT  
"PARTNERSHIP IN ACADEMIC  
EXCELLENCE" FOUNDATION, INC.**

**AUDIT REPORT**

**For the Fiscal Year Ended  
June 30, 2017**



**THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.**  
*For the Fiscal Year Ended June 30, 2017*  
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***Financial Section***

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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
The High Desert "Partnership in Academic Excellence" Foundation, Inc.  
Apple Valley, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the High Desert "Partnership in Academic Excellence" Foundation, Inc. (a California nonprofit Organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, cash flows, and functional expenses for the fiscal year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2016-17 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the High Desert "Partnership in Academic Excellence" Foundation, Inc., as of June 30, 2017, and the changes in its net assets and its cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.



**Other Matters***Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Foundation's basic financial statements. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements. The supplementary information on pages 19 to 24 and the schedule of expenditures of federal awards on page 25 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole. The information on page 18 has not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on it.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2017, on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.

Nigro & Nigro, PC

Murrieta, California  
December 8, 2017

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Statement of Financial Position*  
*June 30, 2017*

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<b>ASSETS</b>	
Cash	\$ 3,017,210
Accounts receivable	2,210,303
Laptop leases receivable	105,340
Less: allowance for uncollectible leases	(10,534)
Prepaid expenses	104,876
Unamortized debt issuance costs	410,494
Capital assets:	
Non-depreciable assets	903,290
Depreciable assets	26,145,620
Accumulated depreciation	<u>(7,664,446)</u>
<b>Total Assets</b>	<b><u>\$ 25,222,153</u></b>
<b>LIABILITIES AND NET ASSETS</b>	
<b>Liabilities</b>	
Accounts payable	\$ 527,126
Accrued payroll and payroll expenses	893,402
Unearned revenues	119,929
Due to student groups	23,451
Long term liabilities:	
Portion due within one year	815,154
Portion due after one year	<u>7,018,812</u>
<b>Total liabilities</b>	<b><u>9,397,874</u></b>
<b>Net assets</b>	
Unrestricted	15,147,720
Temporarily restricted	600,677
Permanently restricted	<u>75,882</u>
<b>Total net assets</b>	<b><u>15,824,279</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$ 25,222,153</u></b>

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Statement of Activities*

*For the Fiscal Year Ended June 30, 2017*

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>				
Federal revenues	\$ 1,001,541	\$ -	\$ -	\$ 1,001,541
LCFF revenues	18,058,821	-	-	18,058,821
State Special Education	-	1,123,046	-	1,123,046
Lottery	338,794	112,527	-	451,321
STRS on behalf payment	567,619	-	-	567,619
Other state revenues	549,790	181,494	-	731,284
Donations	73,512	-	-	73,512
Student activities	185,722	-	-	185,722
Other local revenues	736,479	53,644	-	790,123
Interest earned	917	216	90	1,223
Net assets released from restrictions	1,594,981	(1,594,981)	-	-
<b>Total Revenues, Gains, and Other Support</b>	<b>23,108,176</b>	<b>(124,054)</b>	<b>90</b>	<b>22,984,212</b>
<b>EXPENSES</b>				
Program Services:				
Academy For Academic Excellence	12,607,834	-	-	12,607,834
Norton Space and Aeronautics Academy	7,422,951	-	-	7,422,951
Lewis Center For Educational Research	51,845	-	-	51,845
Supporting Services:				
Management and general	1,977,540	-	-	1,977,540
<b>Total Expenses</b>	<b>22,060,170</b>	<b>-</b>	<b>-</b>	<b>22,060,170</b>
Change in net assets from operations	1,048,006	(124,054)	90	924,042
Unrealized gain (loss) on interest rate swap	337,251	-	-	337,251
Change in net assets	1,385,257	(124,054)	90	1,261,293
Net Assets, July 1, 2016	13,762,463	724,731	75,792	14,562,986
Net Assets, June 30, 2017	<u>\$ 15,147,720</u>	<u>\$ 600,677</u>	<u>\$ 75,882</u>	<u>\$ 15,824,279</u>

*The notes to financial statements are an integral part of this statement.*

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Statement of Cash Flows*

*For the Fiscal Year Ended June 30, 2017*

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**CASH FLOWS FROM OPERATING ACTIVITIES**

Change in net assets	\$	1,261,293
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities:		
Depreciation		717,967
Amortization		16,225
Unrealized gain on interest rate swap		(337,251)
Loss on retirement of capital assets		14,960
(Increase) decrease in operating assets:		
Accounts receivable		335,523
Laptop leases receivable		230,899
Prepaid expenses		7,448
Increase (decrease) in operating liabilities:		
Accounts payable and other liabilities		(473,868)
Accrued payroll and payroll expenses		170,957
Unearned revenues		(69,726)
Due to student groups		(2,247)
Net cash provided (used) by operating activities		<u>1,872,180</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Purchase of equipment, furniture, and building improvements		<u>(393,379)</u>
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**CASH FLOWS FROM FINANCING ACTIVITIES**

Proceeds from capital leases		118,470
Payments on outstanding loans		<u>(948,774)</u>
Net cash provided (used) by financing activities		<u>(830,304)</u>
Net increase (decrease) in cash		648,497
Cash, July 1, 2016		<u>2,368,713</u>
Cash, June 30, 2017	\$	<u><u>3,017,210</u></u>

**SUPPLEMENTAL DISCLOSURE**

Interest paid	\$	<u><u>269,775</u></u>
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*The notes to financial statements are an integral part of this statement.*



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Statement of Functional Expenses*  
*For the Fiscal Year Ended June 30, 2017*

	Program Services			Total Program Services	Supporting Services		Total Expenditures
	Academy For Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research		Management And General		
Certificated salaries	\$ 5,685,842	\$ 3,092,667	\$ -	\$ 8,778,509	\$ 13,930	\$ -	\$ 8,792,439
Classified salaries	1,994,096	1,275,879	-	3,269,975	393,545	-	3,663,520
Benefits	2,676,037	1,345,053	-	4,021,090	408,858	-	4,429,948
Total Salaries and Benefits	10,355,975	5,713,599	-	16,069,574	816,333	-	16,885,907
Books & supplies	733,461	663,886	30,374	1,427,721	-	-	1,427,721
Services, other operating expenses	1,502,052	1,034,108	21,471	2,557,631	157,240	-	2,714,871
Capital Outlay	16,346	11,358	-	27,704	-	-	27,704
Debt service	-	-	-	-	269,775	-	269,775
Depreciation	-	-	-	-	717,967	-	717,967
Amortization	-	-	-	-	16,225	-	16,225
Totals	\$ 12,607,834	\$ 7,422,951	\$ 51,845	\$ 20,082,630	\$ 1,977,540	\$ -	\$ 22,060,170

## THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.

### Notes to Financial Statements

June 30, 2017

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#### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### A. Nature of Activities

The High Desert "Partnership in Academic Excellence" Foundation, Inc. (the "Foundation"), a nonprofit organization, was organized in the State of California. The Foundation was formed as an Internal Revenue Code (IRC) Section 501(c)(3) non-profit public benefit corporation. The Foundation operates two charter schools pursuant to California Education Code 47600. One school operates under a charter with Apple Valley Unified School District in Apple Valley, California. The other school operates under a charter with San Bernardino County Board of Education in San Bernardino, California. The Foundation provides classroom-based instruction and receives most of its revenue from federal and state grants.

##### B. Promises to Give

Contributions are recognized when the donor makes a promise to give to the Foundation that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

The Foundation uses the allowance method to determine uncollectible unconditional promises receivable. The allowance is based on prior years' experience and management's analysis of specific promises made. As of June 30, 2017, the Foundation determined that there were no uncollectible accounts.

##### C. Accounting Policies

The Foundation accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual*. The accounting policies of the Foundation conform to generally accepted accounting principles as prescribed by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) and the American Institute of Certified Public Accountants (AICPA).

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Financial statements are prepared using the accrual basis of accounting.

##### D. Basis of Presentation

The Foundation reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**Unrestricted:** These net assets represent expendable funds for operations that are not otherwise limited by donor restrictions. These generally result from revenues generated by receiving contributions, providing services, and receiving interest from investments. These net assets also include expendable funds that are designated by the board, but do not meet the criteria to be classified as temporarily restricted.

**Temporarily Restricted:** The Foundation reports gifts of cash and other assets as temporarily restricted when they are received with donor stipulations that limit the use of the donated asset. The specific donor imposed restrictions are often contingent upon specific performance of a future event or a specific passage of time before the organization may spend the funds.

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Basis of Presentation (continued)**

***Permanently Restricted:*** Assets subject to irrevocable donor restrictions requiring that the assets be maintained in perpetuity usually for the purpose of generating investment income to fund current operations.

At June 30, 2017, the Foundation had unrestricted net assets of \$15,147,720, temporarily restricted net assets of \$600,677, and permanently restricted net assets of \$75,882.

**E. Contributions**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions or conditions.

**F. Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Significant estimates include the lives used for depreciation of property and equipment and allocation of costs between the various programs and expense categories. Actual results could differ from those estimates.

**G. Income Taxes**

The Foundation is a non-profit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The Foundation files information returns in the U.S. federal jurisdiction, and the state of California. The statute of limitations for federal and California state tax purposes is generally three and four years, respectively.

**G. Cash**

Cash consists of funds held in financial institutions. The Foundation considers certificates of deposit with a maturity date of 90 days or longer to be investments. At year-end and throughout the year, the Foundation's cash balances were deposited in three financial institutions. As of June 30, 2017, the Foundation did not hold any cash as investments.

Cash balances are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC). As of June 30, 2017, \$2,333,683 of the Foundation's bank balance was exposed to custodial credit risk. The Bank also holds \$477,154 in trust that is not subject to this credit risk.

**H. Inventories and Prepaid Items**

Inventories are valued at cost using the first-in/first-out (FIFO) method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**I. Custodial Credit Risk**

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned. The Organization does not have a formal deposit policy for custodial credit risk.

**J. Laptop Lease Payments Receivable**

The Foundation, through one of its schools, the Academy for Academic Excellence, has conducted a program to enable students in certain grade levels to obtain laptop computers. The Foundation leases the computers from the manufacturer and then offers to lease them to the student's parents under the same terms and for the same price. The lease payments receivable are carried on the books at their net realizable value. The Foundation has reduced the total receivable by 10% of the balance due to account for estimated uncollectible amounts. For the year ending June 30, 2017, the allowance for uncollectible amounts was \$10,534.

**K. Unearned Revenues**

Unearned revenues represent payments received in advance for services that have not yet been performed or from cost-reimbursement grants for which expenses have not yet been incurred.

**L. Fair Value Measurements**

In accordance with fair value measurements, the Foundation categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement.

Financial assets and liabilities recorded on the balance sheet are categorized based on the inputs to the valuation techniques as follows:

*Level 1* – Inputs that reflect unadjusted quoted prices in active markets for identical investments, such as stocks, corporate and government bonds. The Foundation has the ability to access the holding and quoted prices as of the measurement date.

*Level 2* – Inputs, other than quoted prices, that are observable for the asset or liability either directly or indirectly, including inputs from markets that are not considered to be active.

*Level 3* – Inputs that are unobservable. Unobservable inputs reflect the Foundation's own assumptions about the factors market participants would use in pricing an investment, and is based on the best information available in the circumstances.

**M. Functional Allocation of Expenses**

The costs of providing and supporting educational programs and other activities have been summarized on a functional basis in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and activities benefited.



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 2 – CASH**

In conjunction with a prior year financing agreement with the Foundation's primary depository, Union Bank has been engaged to hold funds in trust relating to construction and payment of obligation debt and interest. The accounts involved are listed below as Cash and Equivalents Held by Trustee Bank. All of the funds in the accounts are invested in Blackrock Liquidity Fund T Fund Dollar MMKT Shares. Each share is valued at \$1 and there is no gain or loss on the transactions.

<b>Cash</b>	
Union Bank	\$ 2,452,759
Desert Community Bank	37,624
Prime Alliance Bank	49,673
Total Cash in Banks	<u>2,540,056</u>
<b>Cash Held by Trustee Bank</b>	
Union Bank Corporate Trust Department	<u>477,154</u>
Total Cash and Cash Equivalents	<u>\$ 3,017,210</u>

**NOTE 3 – ACCOUNTS RECEIVABLE**

Accounts receivable as of June 30, 2017, consisted of the following:

Federal Government:	
School lunch and breakfast program	\$ 94,593
State Government:	
LCFF	1,482,738
Special Education	421,895
Lottery	197,751
Other state	6,639
Local:	
Other	<u>6,687</u>
Total	<u>\$ 2,210,303</u>
Laptop leases receivable	<u>\$ 105,340</u>

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

**NOTE 4 – CAPITAL ASSETS AND DEPRECIATION**

Capital assets purchased or acquired with an original cost of \$5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Items that as a whole create an asset with a combined cost exceeding \$5,000 have also been capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation expense for 2016-17 was \$717,967. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

	Estimated Useful Life in Years
Furniture, Equipment and Leasehold Improvements	3-25
Cassini Documentary	5
Mojave River Campus (Building)	10-39

A schedule of changes in capital assets for the year ended June 30, 2017, is shown below:

	Balance, July 1, 2016	Additions	Retirements	Balance, June 30, 2017
Capital assets not being depreciated:				
Land	\$ 798,729	\$ -	\$ -	\$ 798,729
Construction in progress	84,718	19,843	-	104,561
Total capital assets not being depreciated	<u>883,447</u>	<u>19,843</u>	<u>-</u>	<u>903,290</u>
Capital assets being depreciated:				
Buildings & improvements	19,211,345	77,005	-	19,288,350
Furniture & equipment	2,001,041	296,531	330,314	1,967,258
Leasehold improvements	4,711,699	-	14,960	4,696,739
Cassini documentary	193,273	-	-	193,273
Total capital assets being depreciated	<u>26,117,358</u>	<u>373,536</u>	<u>345,274</u>	<u>26,145,620</u>
Accumulated depreciation for:				
Buildings & improvements	(4,254,488)	(492,227)	-	(4,746,715)
Furniture & equipment	(1,684,055)	(49,025)	(330,314)	(1,402,766)
Leasehold improvements	(1,144,977)	(176,715)	-	(1,321,692)
Cassini documentary	(193,273)	-	-	(193,273)
Total accumulated depreciation	<u>(7,276,793)</u>	<u>(717,967)</u>	<u>(330,314)</u>	<u>(7,664,446)</u>
Total capital assets being depreciated, net	<u>18,840,565</u>	<u>(344,431)</u>	<u>14,960</u>	<u>18,481,174</u>
Total capital assets, net	<u>\$ 19,724,012</u>	<u>\$ (324,588)</u>	<u>\$ 14,960</u>	<u>\$ 19,384,464</u>

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

June 30, 2017

**NOTE 5 - LONG-TERM LIABILITIES**

A schedule of changes in long-term liabilities for the year ended June 30, 2017, is shown below:

	Balance, July 1, 2016	Additions	Deductions	Balance, June 30, 2017	Amount Due Within One Year
Bonds payable	\$ 5,240,000	\$ -	\$ 120,000	\$ 5,120,000	\$ 125,000
Capital leases	465,405	118,470	326,697	257,178	169,304
Voluntary retirement program	328,031	-	93,723	234,308	117,154
Interest rate swap	847,456	-	337,251	510,205	-
Other post employment benefits	136,404	-	88,256	48,148	24,336
Lease purchase - Tetra Financial Group	1,984,225	-	320,098	1,664,127	379,360
Total Long-Term Liabilities	<u>\$ 9,001,521</u>	<u>\$ 118,470</u>	<u>\$ 1,286,025</u>	<u>\$ 7,833,966</u>	<u>\$ 815,154</u>

**A. Bonds**

On September 19, 2012, the Foundation entered into an agreement with the California Municipal Finance Authority, whereby the Authority issued partially tax-exempt bonds in the total amount of \$5,640,000, and the Foundation borrowed the same amount from the Authority. Payments on the obligation of the Foundation are in the same amount and due dates as the amount due and due dates as the bonds issued by the Authority.

The Foundation has pledged real estate it owns in Apple Valley, Ca. as well as other consideration. The security is enhanced by a letter of credit issued by Union Bank which guarantees payment of the Authority loan in case of default by the Foundation. The Foundation pays a 1.8% fee to the bank. The letter of credit is due to expire September 19, 2019, at which time management expects the bank to extend the letter of credit or to loan funds to the Foundation under a new mortgage obligation.

Following is a schedule of future principal and interest payments due under the agreement:

Fiscal Year	Principal	Interest	Total
2017-18	\$ 125,000	\$ 100,865	\$ 225,865
2018-19	130,000	98,249	228,249
2019-20	135,000	95,709	230,709
2020-21	140,000	92,528	232,528
2021-22	150,000	89,682	239,682
2022-27	830,000	399,316	1,229,316
2027-32	995,000	305,316	1,300,316
2032-37	1,190,000	191,827	1,381,827
2037-42	1,425,000	56,737	1,481,737
Total	<u>\$ 5,120,000</u>	<u>\$ 1,430,229</u>	<u>\$ 6,550,229</u>

**B. Capital Leases**

The Foundation has entered into various agreements with Apple Inc. for MacBooks. The leases were entered into in fourteen phases and call for payments to be made over a three-year period. Imputed interest on the leases is between 4.5% - 5.2% per annum. Phases 1 through 11 have been paid in full as of June 30, 2017.

The Foundation entered into a lease agreement with Apple, Inc. for iPads. The interest on the lease is 3%. The monthly lease payments commence July 1, 2017 in the amount of \$3,223 for 36 months.



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 5 – LONG-TERM LIABILITIES (continued)**

**B. Capital Leases (continued)**

The following is a schedule of payments due under the agreement:

Fiscal Year	Phase XII Amount	Phase XIII Amount	Phase XIV Amount	iPad Lease Amount	Total Amount
2017-2018	\$ 3,220	\$ 114,522	\$ 13,930	\$ 37,632	\$ 169,304
2018-2019	-	-	7,036	37,940	44,976
2019-2020	-	-	-	42,898	42,898
Totals	\$ 3,220	\$ 114,522	\$ 20,966	\$ 118,470	\$ 257,178

**C. Sale Leaseback Arrangement**

The Foundation entered into an agreement with Tetra Financial Group in January 2015, wherein it sold certain assets of the organization for a nominal price to Tetra which has become partial security for advances from Tetra to complete capital expenditures on Foundation property at 17500 Mana Road, Apple Valley, California. Additional pledged collateral includes a security deposit of \$49,500. The construction included expansion of parking and student drop-off/pickup areas, acquisition and installation of modular classrooms, and other on and off site improvements. The construction was for the purpose of consolidating the Academy for Academic Excellence facilities into one campus. Advances from Tetra are included in long-term liabilities less the portion due to Tetra within one year which is included. The outstanding balance as of June 30, 2017, was \$1,664,127. The following is a schedule of future payments according to the agreement:

Fiscal Year	Amount	Interest	Total
2017-18	\$ 379,360	\$ 255,846	\$ 635,206
2018-19	449,595	185,611	635,206
2019-20	532,832	102,374	635,206
2020-21	302,340	15,263	317,603
Total	\$ 1,664,127	\$ 559,094	\$ 2,223,221

**D. Line of Credit**

The Foundation entered into an agreement with Union Bank for a note which represents a line of credit. The maximum amount of funds available under the line of credit is \$2,000,000. As of June 30, 2017, there is no outstanding balance.

**E. Voluntary Retirement Program**

The Foundation approved a voluntary retirement program during the 2013-14 fiscal year for eligible employees. Eight employees who met the eligibility requirements elected early retirement. The agreement requires the Foundation to make five payments over the course of five years through annual installments to the retirees that participated in the plan. The outstanding balance as of June 30, 2017, was \$234,308. The agreement is noninterest bearing. The following is a schedule of future payments under the program:

Fiscal Year	Amount
2017-18	\$ 117,154
2018-19	117,154
Total	\$ 234,308

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 5 – LONG-TERM LIABILITIES (continued)**

**F. Interest Rate Swap Agreement – Hedging Instrument**

On October 23, 2013, the Foundation entered into an interest rate swap hedging agreement with Union Bank. The interest rate swap agreement is intended to allow the Foundation to minimize the risk of future interest rate fluctuations related to the bonds described above. As the variable interest rate on the bonds decreases, the interest rate swap liability increases. The agreement expires October 1, 2033 and has a fixed interest rate of 3.24%. The fair value of the interest rate swap agreement is the estimated amount the swap issuer would receive or pay to terminate the agreement at the reporting date, taking into account current interest rates and the current credit worthiness of the swap counter party. In particular, the fair value of the interest rate swap agreement is based on observable inputs that reflect quoted prices by the swap counter party, representing a Level 1 input. If the market became inactive or unobservable, a transfer in level of fair value hierarchy may occur.

The change in the liability under the interest rate swap agreement is recorded as an unrealized gain (loss) within the statement of activities with an offsetting increase (decrease) to the swap liability account. The fair value of the interest rate swap agreement, which is measured on a recurring basis, for the year ended June 30, 2017 was \$510,206.

**G. OPEB Payout to Prior Employee**

On May 6, 2016, the Foundation and a former employee entered into a final and binding settlement of all claims and potential claims, if any, with respect to their employment relationship. The Foundation offered a severance package at termination of employment to be paid over a three-year period. The outstanding balance as of June 30, 2017, was \$48,147.

The following is a schedule of future payments under the program:

Fiscal Year	Amount
2017-18	\$ 24,336
2018-19	16,359
2019-20	7,453
Total	<u>\$ 48,148</u>

**NOTE 6 – NET ASSET CLASSIFICATIONS**

Temporarily restricted net assets consisted of the following at June 30, 2017:

Proposition 39 Energy Savings	\$ 159,794
Educator Effectiveness	159,853
College Readiness Grant	75,000
Restricted for Capital Campaign Donations	175,188
Restricted for Scholarships	<u>30,842</u>
Total Temporarily Restricted Net Assets	<u>\$ 600,677</u>



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 6 – NET ASSET CLASSIFICATIONS (continued)**

Permanently restricted net assets are those net assets not available for expenditure, but the Foundation may spend the interest thereon. Permanently restricted net assets as of June 30, 2017, were as follows:

HIDAS Endowment	\$	64,430
Davis Aeronautics		<u>11,452</u>
Total Permanently Restricted Net Assets	\$	<u><u>75,882</u></u>

**NOTE 8 – EMPLOYEE RETIREMENT PLANS**

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (STRS), classified employees are members of the Public Employees' Retirement System (PERS), and part-time, temporary, and seasonal employees are covered by an alternative retirement program (APL).

**Plan Description and Provisions**

**Public Employees' Retirement System (PERS)**

**Plan Description**

The Foundation contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the comprehensive annual financial report may be obtained from the CalPERS Executive Office, 400 Q Street, Sacramento, California 95811.

The California Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013, changes the way CalPERS retirement benefits are applied, and places compensation limits on members. As a result of these changes since PEPRA's adoption in January 2013, the Foundation now has two unique CalPERS plans to which it makes contributions within the School Employer Pool: the "classic" plan, which includes covered employees who have established membership in a CalPERS plan prior to January 2013, as well as the "PEPRA/new" plan, which includes covered employees who have established membership in a CalPERS plan after January 2013. Each plan or membership contains unique benefits levels, which can be obtained directly from CalPERS.

**Contributions**

For the period ended June 30, 2017, the applicable employee and employer contribution rates for the Foundation per membership level, are as follows:

	<b><u>CalPERS Membership Level</u></b>	
	<b><u>"Classic"</u></b>	<b><u>"PEPRA/new"</u></b>
Active employee rate	7.000%	7.000%
Required employer rate	13.888%	13.888%

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

**NOTE 8 – EMPLOYEE RETIREMENT PLANS (continued)**

**Contributions (continued)**

The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution for fiscal year 2016-17 was 13.888%. The contribution requirements of the plan members are established by State statute.

The Foundation's contributions to CalPERS for the last three fiscal years were as follows:

	Contribution	Percent of Required Contribution
2016-17	\$ 511,083	100%
2015-16	\$ 396,436	100%
2014-15	\$ 368,775	100%

**State Teachers' Retirement System (STRS)**

**Plan Description**

The Foundation contributes to the California State Teachers' Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the comprehensive annual financial report may be obtained from CalSTRS, 100 Waterfront Place, West Sacramento, California 95605, or at [www.calstrs.com](http://www.calstrs.com).

The California Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013, changes the way CalSTRS retirement benefits are applied, and places compensation limits on members. As a result of these changes since PEPRA's adoption in January 2013, the Foundation now has two unique CalSTRS plans to which it makes contributions: the "classic" plan, which includes covered employees who have established membership in a CalSTRS plan prior to January 2013, as well as the "PEPRA/new" plan, which includes covered employees who have established membership in a CalSTRS plan after January 2013. Each plan or membership contains unique benefits levels, which can be obtained directly from CalSTRS.

**Contributions**

For the period ended June 30, 2017, the applicable employee and employer contribution rates for the Foundation per membership level, are as follows:

	<b>CalSTRS Membership Level</b>	
	"Classic"	"PEPRA/new"
Active employee rate	9.205%	10.250%
Required employer rate	12.580%	12.580%

The contribution requirements of the plan members are established by State statute. The Foundation's contributions to STRS for the last three fiscal years were as follows:

	Contribution	Percent of Required Contribution
2016-17	\$ 1,024,601	100%
2015-16	\$ 804,576	100%
2014-15	\$ 594,394	100%



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**

*Notes to Financial Statements*

*June 30, 2017*

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**NOTE 8 – EMPLOYEE RETIREMENT PLANS (continued)**

**On-Behalf Payments**

The Foundation was the recipient of on-behalf payments made by the State of California to STRS for the benefit of certificated teachers' retirement plans. These payments consist of state General Fund contributions of approximately \$567,619 in 2016-17 and are based on 8.578248% of total 2014-15 covered payroll.

**Alternative Retirement Program (APL)**

**Plan Description**

The Alternative Retirement Program is a non-qualified Internal Revenue Code Section 457 plan. The plan covers part-time, seasonal and temporary employees and employees not covered by another retirement system, pursuant to the requirements of Internal Revenue Code Section 3121(b)(7)(f). The benefit provisions and contribution requirements of the plan members and the Foundation are established and may be amended by the Board of Trustees.

**Funding Policy**

The APL retirement is funded solely by employee contributions. The plan is administered by Midamerica Administrative Solutions, Inc. The allowable percentage of employee contributions is limited to 7.5% of their salary.

**NOTE 9 – COMMITMENTS AND CONTINGENCIES**

**A. State and Federal Allowances, Awards, and Grants**

The Foundation has received federal and state funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

**B. Litigation**

The Foundation is involved in certain legal matters that arose out of the normal course of business. The Foundation has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2017.

**NOTE 10 – SUBSEQUENT EVENTS**

Events subsequent to June 30, 2017, have been evaluated through December 8, 2017, the date at which the Foundation's audited financial statements were available to be issued.



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***Supplementary Information***

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**THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.**

*Organizational Structure*

*June 30, 2017*

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The High Desert “Partnership in Academic Excellence” Foundation, Inc. (the “Foundation”) is a California nonprofit public benefit corporation under Internal Revenue Code Section 501(c)(3), whose purpose is to promote and support the educational needs of the students, teachers, and community members. The promotion and support is accomplished through several areas, including providing tours of the center for students and sponsoring various educational programs. Beginning in July 1997, the Foundation also became the umbrella organization for the Academy for Academic Excellence (Charter No. 0127). The Academy is a charter school sponsored by Apple Valley Unified School District.

On September 21, 2006, the San Bernardino County Superintendent of Schools approved a second charter school to be operated by the Foundation, known as the Norton Space and Aeronautics Academy (Charter No. 0903). This school began instruction August 25, 2008. The Norton school began with classes in kindergarten through second grade. One grade level was added each subsequent school year until 8th grade was included. As of June 30, 2017, the School included grades K-8. As of June 30, 2017, the School included grades K-8. Enrollment is frozen at grades K-8 until resources to expand become available. Once resources become available, the School will consider grades 9-12 alternatives.

**BOARD OF DIRECTORS**

<b>Member</b>	<b>Office</b>	<b>Term Expires</b>
H.O. "Bud" Biggs	Chairman of the Board	December, 2018
Robert Lovingood	Vice Chairman	December, 2017
Russell Stringham	Treasurer	December, 2017
Andrew Jaramillo	Secretary	December, 2017
David Bains	Director	December, 2019
Duberly Beck	Director	December, 2019
R. Everett “Buck” Goodspeed	Director	December, 2017
Kirtland Mahlum	Director	December, 2018
Jose Palafox	Director	December, 2017
D. Kevin Porter	Director	December, 2018
Peter Torres	Director	December, 2019
Marcia Vargas	Director	December, 2019
Regina Weatherspoon-Bell	Director	December, 2019
Rick Wolf	Director, AVUSD Appointee	December, 2018

**ADMINISTRATORS**

Lisa Lamb,  
*President/CEO*

James Quinn,  
*Director of Finance*

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Statement of Financial Position – Combined Charter Schools*  
*June 30, 2017*

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research	Total
<b>ASSETS</b>				
Cash	\$ 93,559	\$ 1,051,507	\$ 1,872,144	\$ 3,017,210
Accounts receivable	1,302,007	901,610	6,686	2,210,303
Laptop leases receivable	-	-	105,340	105,340
Less: allowance for uncollectible leases	-	-	(10,534)	(10,534)
Prepaid expenses	-	-	104,876	104,876
Unamortized debt issuance costs	-	-	410,494	410,494
Capital assets:				
Non-depreciable assets	-	-	903,290	903,290
Depreciable assets	-	-	26,145,620	26,145,620
Accumulated depreciation	-	-	(7,664,446)	(7,664,446)
<b>Total Assets</b>	<b>\$ 1,395,566</b>	<b>\$ 1,953,117</b>	<b>\$ 21,873,470</b>	<b>\$ 25,222,153</b>
<b>LIABILITIES AND NET ASSETS</b>				
<b>Liabilities</b>				
Accounts payable	\$ 132,453	\$ 185,431	\$ 209,242	\$ 527,126
Accrued payroll and payroll expenses	574,719	306,643	12,040	893,402
Unearned revenues	-	-	119,929	119,929
Due to student groups	-	-	23,451	23,451
Long term liabilities:				
Portion due within one year	-	-	815,154	815,154
Portion due after one year	-	-	7,018,812	7,018,812
Total liabilities	<u>707,172</u>	<u>492,074</u>	<u>8,198,628</u>	<u>9,397,874</u>
<b>Net assets</b>				
Unrestricted	688,394	1,461,043	12,998,283	15,147,720
Temporarily restricted	-	-	600,677	600,677
Permanently restricted	-	-	75,882	75,882
Total net assets	<u>688,394</u>	<u>1,461,043</u>	<u>13,674,842</u>	<u>15,824,279</u>
<b>Total Liabilities and Net Assets</b>	<b>\$ 1,395,566</b>	<b>\$ 1,953,117</b>	<b>\$ 21,873,470</b>	<b>\$ 25,222,153</b>

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Statement of Activities – Combined Charter Schools*  
*For the Fiscal Year Ended June 30, 2017*

	* Academy for Academic Excellence	* Norton Science and Language Academy	* Lewis Center For Educational Research	Total
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>				
Federal revenues	\$ 258,342	\$ 673,767	\$ 69,432	\$ 1,001,541
LCFF revenues	11,222,635	6,836,186	-	18,058,821
State Special Education	697,988	425,058	-	1,123,046
Lottery	286,608	164,713	-	451,321
STRS on behalf payment	399,129	168,490	-	567,619
Other state revenues	441,359	289,925	-	731,284
Donations	27,541	4,482	41,489	73,512
Student activities	159,619	25,595	508	185,722
Other local revenues	455,428	126,023	208,672	790,123
Interest earned	-	-	1,223	1,223
Transfers	(1,848,994)	(1,172,312)	3,021,306	-
<b>Total Revenues, Gains, and Other Support</b>	<b>12,099,655</b>	<b>7,541,927</b>	<b>3,342,630</b>	<b>22,984,212</b>
<b>EXPENSES</b>				
Certificated Salaries	5,457,447	2,941,333	393,659	8,792,439
Classified Salaries	1,347,687	900,416	1,415,417	3,663,520
Benefits	2,479,651	1,277,268	673,029	4,429,948
Books and Supplies	680,958	610,817	135,946	1,427,721
Services, Other Operating Expenses	1,249,544	891,253	574,074	2,714,871
Capital Outlay	15,104	10,529	2,071	27,704
Debt Service	194,959	-	74,816	269,775
Depreciation and Amortization	-	-	734,192	734,192
<b>Total Expenses</b>	<b>11,425,350</b>	<b>6,631,616</b>	<b>4,003,204</b>	<b>22,060,170</b>
Change in net assets from operations	674,305	910,311	(660,574)	924,042
Unrealized gain (loss) on interest rate swap	-	-	337,251	337,251
Change in net assets	674,305	910,311	(323,323)	1,261,293
Net Assets, July 1, 2016	14,089	550,732	13,998,165	14,562,986
Net Assets, June 30, 2017	\$ 688,394	\$ 1,461,043	\$ 13,674,842	\$ 15,824,279

\* These amounts do not agree with the Statement of Functional Expenses because the amounts on this page include allocated general and administrative overhead costs.

**THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.**  
*Statement of Cash Flows – Combined Charter Schools*  
*For the Fiscal Year Ended June 30, 2017*

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Increase (decrease) in net assets	\$ 674,305	\$ 910,311	\$ (323,323)	\$ 1,261,293
Depreciation	-	-	717,967	717,967
Amortization	-	-	16,225	16,225
Unrealized loss on interest rate swap	-	-	(337,251)	(337,251)
Loss on retirement of capital assets	-	-	14,960	14,960
(Increase) decrease in operating assets:				
Accounts receivable	(1,302,007)	(901,610)	2,539,140	335,523
Laptop leases receivable	-	-	230,899	230,899
Prepaid expenses	-	-	7,448	7,448
Increase (decrease) in operating liabilities:				
Accounts payable and other liabilities	(19,386)	73,376	(527,858)	(473,868)
Accrued payroll and payroll expenses	574,719	306,643	(710,405)	170,957
Unearned revenues	-	-	(69,726)	(69,726)
Due to student groups	-	-	(2,247)	(2,247)
Net cash provided (used) by operating activities	<u>(72,369)</u>	<u>388,720</u>	<u>1,555,829</u>	<u>1,872,180</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of equipment, furniture and building improvements	-	-	(393,379)	(393,379)
Net cash provided (used) by investing activities	<u>-</u>	<u>-</u>	<u>(393,379)</u>	<u>(393,379)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>				
Proceeds from capital leases	-	-	118,470	118,470
Payments on outstanding loans	-	-	(948,774)	(948,774)
Net cash provided (used) by financing activities	<u>-</u>	<u>-</u>	<u>(830,304)</u>	<u>(830,304)</u>
Increase (decrease) in cash	(72,369)	388,720	332,146	648,497
Cash, July 1, 2016	<u>165,928</u>	<u>662,787</u>	<u>1,539,998</u>	<u>2,368,713</u>
Cash, June 30, 2017	<u>\$ 93,559</u>	<u>\$ 1,051,507</u>	<u>\$ 1,872,144</u>	<u>\$ 3,017,210</u>



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Average Daily Attendance*  
*For the Fiscal Year Ended June 30, 2017*

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**ACADEMY FOR ACADEMIC EXCELLENCE**

	<b>Second Period Report</b>	<b>Annual Report</b>
	Certificate No. F580BB14	Certificate No. 0852DA34
<b>Regular ADA:</b>		
Transitional Kindergarten through Third	417.21	417.48
Fourth through Sixth	330.80	331.01
Seventh through Eighth	227.50	226.52
Ninth through Twelfth	426.60	420.82
Total Regular ADA	<u>1,402.11</u>	<u>1,395.83</u>

**NORTON SCIENCE AND LANGUAGE ACADEMY**

	<b>Second Period Report</b>	<b>Annual Report</b>
	Certificate No. 5BC590FF	Certificate No. F5FB9276
<b>Regular ADA:</b>		
Transitional Kindergarten through Third	433.58	432.03
Fourth through Sixth	209.22	207.55
Seventh through Eighth	107.90	107.57
Total Regular ADA	<u>750.70</u>	<u>747.15</u>

Note: All ADA for both schools is generated through classroom-based instruction.

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts and charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Instructional Time*  
*For the Fiscal Year Ended June 30, 2017*

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**ACADEMY FOR ACADEMIC EXCELLENCE**

<u>Grade Level</u>	<u>Required</u>	<u>2016-2017 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	56,740	179	Complied
Grade 1	50,400	55,000	179	Complied
Grade 2	50,400	55,000	179	Complied
Grade 3	54,000	54,640	179	Complied
Grade 4	54,000	54,640	179	Complied
Grade 5	54,000	54,640	179	Complied
Grade 6	64,800	66,278	179	Complied
Grade 7	64,800	66,278	179	Complied
Grade 8	64,800	66,278	179	Complied
Grade 9	64,800	66,278	179	Complied
Grade 10	64,800	66,278	179	Complied
Grade 11	64,800	66,278	179	Complied
Grade 12	64,800	66,278	179	Complied

**NORTON SCIENCE AND LANGUAGE ACADEMY**

<u>Grade Level</u>	<u>Required</u>	<u>2016-2017 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	47,920	180	Complied
Grade 1	50,400	54,670	180	Complied
Grade 2	50,400	54,670	180	Complied
Grade 3	50,400	54,670	180	Complied
Grade 4	54,000	54,670	180	Complied
Grade 5	54,000	54,670	180	Complied
Grade 6	54,000	56,550	180	Complied
Grade 7	54,000	56,550	180	Complied
Grade 8	54,000	56,550	180	Complied

The Foundation has not met its target funding. This schedule presents information on the amount of instructional time offered by the Schools and whether the Schools complied with the provisions of Education Code Sections 47612, 47612.5, and 46201.2.

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Reconciliation of Annual Financial and Budget Report with Audited Financial Statements*  
*For the Fiscal Year Ended June 30, 2017*

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June 30, 2017, annual financial and budget report	
Net assets	\$ 15,744,285
Adjustments and reclassifications:	
Increase (decrease) in total net assets:	
Accounts receivable overstated	(10,534)
Deferred revenue overstated	<u>90,528</u>
Net adjustments and reclassification	<u>79,994</u>
June 30, 2017, audited financial statement net assets	<u><u>\$ 15,824,279</u></u>



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Expenditures of Federal Awards*  
*For the Fiscal Year Ended June 30, 2017*

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Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Cluster Expenditures	Federal Expenditures
U.S. Department of Agriculture:				
Passed through California Dept. of Education (CDE):				
Child Nutrition Cluster:				
National School Lunch Program	10.555	13523	\$ 320,621	
School Breakfast Program	10.553	13525	<u>29,805</u>	
Total Child Nutrition Cluster				<u>\$ 350,426</u>
Total U.S. Department of Agriculture				<u>350,426</u>
National Aeronautics and Space Administration (NASA):				
Passed through Southwest Research Institute				
NASA Juno Project	43.NNM06AA75C	N/A		<u>69,432</u>
Total NASA				<u>69,432</u>
U.S. Department of Education:				
Passed through California Dept. of Education (CDE):				
No Child Left Behind Act (NCLB):				
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329		230,233
Title II, Part A, Supporting Effective Instruction State Grant	84.367	14341		10,449
Title III, English Language Acquisition State Grants	84.365	14346		21,813
Charter School Facilities Incentive Grant	84.282D	14531		81,199
Passed through the Desert Mountain SELPA:				
Individuals with Disabilities Education Act (IDEA):				
IDEA Basic Local Assistance Entitlement, Part B, Section 611	84.027	13379		<u>237,989</u>
Total U.S. Department of Education				<u>581,683</u>
Total Expenditures of Federal Awards				<u>\$ 1,001,541</u>

**Subrecipients**

Of the Federal expenditures presented in the schedule, the Charter provided no Federal awards to subrecipients.

The schedule of expenditures of Federal awards includes the Federal grant activity of the Foundation and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

The Foundation did not elect to use the ten percent de minimis cost rate.

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***Other Independent Auditors' Reports***

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
The High Desert "Partnership in Academic Excellence" Foundation, Inc.  
Apple Valley, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the High Desert "Partnership in Academic Excellence" Foundation, Inc. as of and for the year ended June 30, 2017, and the related notes to the financial statements, and have issued our report thereon dated December 8, 2017.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Foundation's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as Finding 2017-003 to be a material weakness.

*A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as Finding 2017-001 to be a significant deficiency.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as Finding 2017-002.

**The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s Responses to Findings**

The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Foundation's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California  
December 8, 2017





## INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors  
The High Desert "Partnership in Academic Excellence" Foundation, Inc.  
Apple Valley, California

### **Report on State Compliance**

We have audited The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with the types of compliance requirements described in the *2016-17 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* that could have a direct and material effect on each of The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s state government programs as noted on the following page for the fiscal year ended June 30, 2017.

### **Management's Responsibility**

Management is responsible for compliance with state laws, regulations, and the terms and conditions of its State programs.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for each of The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s State programs based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *2016-17 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to below occurred. An audit includes examining, on a test basis, evidence about The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each State program. However, our audit does not provide a legal determination of The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance.

In connection with the audit referred to above, we selected and tested transactions and records to determine the Foundation's compliance with the State laws and regulations applicable to the following items:

Description	Procedures Performed
Educator Effectiveness	Yes
California Clean Energy Jobs Act	Yes
After School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	Not Applicable
Immunizations	Yes
Charter Schools:	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

**Unmodified Opinion on Compliance with State Programs**

In our opinion, the High Desert "Partnership in Academic Excellence" Foundation, Inc. complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2017.

**Other Matter**

The results of our auditing procedures disclosed an instance of noncompliance with the compliance requirements referred to previously, which is required to be reported in accordance with the *2016-17 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, and which is described in the accompanying schedule of findings and questioned costs as Finding 2017-002. Our opinion on each state program is not modified with respect to these matters.

**Foundation's Response to Finding**

The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s response was not subjected to the auditing procedures in the audit of compliance and, accordingly, we express no opinion on the response.

*Nigro & Nigro, PC*

Murrieta, California  
December 8, 2017





**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR  
EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
The High Desert "Partnership in Academic Excellence" Foundation, Inc.  
Apple Valley, California

**Report on Compliance for Each Major Federal Program**

We have audited The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with the types of compliance requirements described in the OMB Uniform Guidance that could have a direct and material effect on each of The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s major federal programs for the year ended June 30, 2017. The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance.

***Opinion on Each Major Federal Program***

In our opinion, The High Desert "Partnership in Academic Excellence" Foundation, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

### Report on Internal Control Over Compliance

Management of The High Desert "Partnership in Academic Excellence" Foundation, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Foundation's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a certain deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as Finding 2017-001 that we consider to be a significant deficiency.

The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Nigro & Nigro, PC

Murrieta, California  
December 8, 2017



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***Findings and Questioned Costs***

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**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Audit Findings and Questioned Costs*  
*For the Fiscal Year Ended June 30, 2017*

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**SECTION I - SUMMARY OF AUDITORS' RESULTS**

***Financial Statements***

Type of auditors' report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>Yes</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>Yes</u>
Noncompliance material to financial statements noted?	<u>No</u>

***Federal Awards***

Internal control over major programs:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>Yes</u>
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance	<u>Yes</u>
Identification of major programs:	
<u>CFDA Numbers</u> <u>Name of Program/Cluster</u>	
10.553, 10.555                      Child Nutrition Cluster	

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

***State Awards***

Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>
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**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Audit Findings and Questioned Costs*  
*For the Fiscal Year Ended June 30, 2017*

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**SECTION II - FINANCIAL STATEMENT FINDINGS**

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

Five Digit Code	AB 3627 Finding Types
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

**Finding 2017-003: Capital Assets (30000)**

**Criteria:** Best practices during the financial closing process require that the person responsible review the capital assets ledger for existence of each item listed to ensure that the listing is fairly stated. Additions, dispositions and other retirements should be reflected in the ledger to accurately represent the assets owned at the cutoff date. Regular inspections of assets should be performed during this process.

**Condition:** The Foundation does not regularly review the capital asset listing for existence of all items represented and does not perform regular inspections.

**Questioned Cost:** None.

**Cause:** The Foundation has not designed and implemented proper internal controls over financial reporting related to the regular review and closing of the capital assets ledger.

**Effect:** If the Foundation continues to fail to review the capital assets ledger for items that do not exist, the ledger could potentially be misstated, representing assets that are no longer owned and used by the Foundation.

**Recommendation:** We recommend that the Foundation design and implement a control procedure to review the capital assets ledger at least annually during the financial closing process and remove any items that do not exist. We also recommend an inspection of capital assets at least every two years.

**Views of Responsible Officials:** We will design and implement a procedure to review the fixed asset records and record all additions and appropriate dispositions yearly and to inspect assets every two years.

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Audit Findings and Questioned Costs*  
*For the Fiscal Year Ended June 30, 2017*

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**SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

**Finding 2017-001: National School Lunch Program Eligibility (50000)**

**Program Identification**

Federal Agency: U.S. Department of Agriculture  
Pass-through Entity: California Department of Education  
Program Names: Child Nutrition Cluster:  
National School Lunch Program (CFDA No. 10.555)  
School Breakfast Program (CFDA No. 10.553)

**Criteria:** A child's eligibility for free or reduced price meals under a Child Nutrition Cluster program may be established by the submission of an annual application or statement which furnishes such information as family income and family size. Local education agencies (LEAs), institutions, and sponsors determine eligibility by comparing the data reported by the child's household to published income eligibility guidelines found in the *Federal Register* and available at the California Department of Education.

By November 15<sup>th</sup> of each school year, the LEA must verify the current free and reduced price eligibility of households selected from a sample of applications that it has approved for free and reduced price meals, unless the LEA is otherwise exempt from the verification requirement.

**Condition:** During our review of the Child Nutrition Program internal control activities and further testing of eligibility and verification requirements, we found six exceptions out of sixty-three samples selected. Also, we noted that the program staff do not perform a secondary review of annual applications to ensure that students are properly designated as eligible for free or reduced price meals in the student nutrition system.

At the Academy for Academic Excellence, we found one exception in our test of eligibility wherein a student was designated free but should have been marked reduced. At Norton Science and Language Academy, we noted three exceptions wherein students were designated free but should have been marked reduced.

During our test of verifications, we noted two exceptions wherein one student was marked free and determined to be reduced through the verification process, but was not changed in the student information system. Another student was marked reduced and determined to be ineligible for free or reduced meals, and was not changed in the student information system.

**Context:** The error appears to be systematic as no secondary review of applications is performed as a verification of accuracy. This is the first year of occurrence.

**Questioned Cost:** \$753. This amount was determined by calculating the variance between the originally designated federal reimbursement rate and the appropriate rate based on the child's audited classification as either free, reduced or ineligible.



**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Audit Findings and Questioned Costs*  
*For the Fiscal Year Ended June 30, 2017*

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**SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS (continued)**

**Finding 2017-001: National School Lunch Program Eligibility (50000) (continued)**

**Cause:** No secondary review of the annual income applications is performed as an internal control edit check to ensure the accuracy of data submitted.

**Effect:** If no secondary review of the eligibility meal applications is performed, continued discrepancies will exist between the designated status and the appropriate status based on income. This could result in the Academy claiming excess federal reimbursements from the Child Nutrition Program.

**Recommendation:** We recommend that the Academy implement a secondary review procedure for their Child Nutrition Program annual meal applications, to include an accuracy check to verify the eligibility status of each student for either free or reduced price meals.

**Views of Responsible Officials:** In the 2016-2017 school year, we purchased an upgraded version of our Point-of-Sale (POS) system, which would allow the applications to be processed and then transferred to our Student Information System (SIS), Illuminate, eliminating the double entry process. In the 2016-2017 school year, we did not utilize this capability of the program, as we did not implement the system fully until December 1, 2017. Our goal was to get the system fully implemented and running to its full capability by the 2017-2018 school year in which the applications are all entered into the POS, and the POS will make the determination and house all of the data that will then be transfer to illuminate through a web-based program.

This will additionally allow the application processor to process the application and utilize the POS as a second method of verification. By using the automatic processing method though the POS and having both the POS and the SIS system link to each other we are hopeful that data entry will be much more thorough and accurate

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Audit Findings and Questioned Costs*  
*For the Fiscal Year Ended June 30, 2017*

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**SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS**

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

**Finding 2017-002: Educator Effectiveness (40000)**

**Criteria:** If the Charter had any Educator Effectiveness expenditures in 2015-16 or 2016-17, they must perform the following pursuant to AB104, Section 58 (Chapter 13, Statutes of 2015):

- Develop and adopt a plan in 2015-16 or 2016-17, delineating how the Educator Effectiveness funds will be spent and whether the plan was explained in a public meeting of the governing board of the charter school, before its adoption in a subsequent public meeting.
- Track the following items required to complete a final expenditure report, which is due July 2018:
  1. The number of teachers, administrators, and paraprofessionals that receive professional development.
  2. Expenditures for each of the four purposes.
  3. The numbers of teachers and administrators that receive professional development aligned to each of the state content standards.

**Condition:** The Charter did not separately discuss and adopt the plan in a subsequent meeting prior to spending funds.

**Questioned Cost:** If the Charter does not adopt the plan in a meeting subsequent to a discussion of the plan, the entire amount of the grant award must be returned. The amount is \$159,853.

**Cause:** The Charter was not aware of the requirement to hold a meeting to explain the plan and then adopt the plan in a subsequent meeting.

**Effect:** If the Charter does not adopt a plan in accordance with the criteria, they must return the entire award of \$159,853. If they choose to adopt the plan, they may spend funds accordingly.

**Recommendation:** We recommend that the Charter adopt the plan as soon as possible in a public meeting, in accordance with the required manner of approval.

**Views of Responsible Officials:** Our Educator Effectiveness Expenditure plan was discussed with our board on June 12, 2017. However, it was not expressly discussed and approved as its own agenda item. This item will go before the board on February 8, 2018 for full board approval.

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Summary Schedule of Prior Audit Findings*  
*For the Fiscal Year Ended June 30, 2017*

Original Finding No.	Finding	Code	Recommendation	Current Status
<p><i>Finding 2016-001:</i>                      CALPADS                      Unduplicated                      Pupil Count</p>	<p>Supplemental and concentration grant amounts are calculated based on the percentage of "unduplicated pupils" enrolled in the LEA on Census Day (first Wednesday in October). The percentage equals:</p> <ul style="list-style-type: none"> <li>• Unduplicated count of pupils who (1) are English Learners, (2) meet income or categorical eligibility requirements for free or reduced-price meals under the National School Lunch Program, or (3) are foster youth. "Unduplicated count" means that each pupil is counted only once even if the pupil meets more than one of these criteria (EC sections 2574(b) (2) and 42238.02(b) (1)).</li> </ul>	<p>40000</p>	<p>We recommend that the Foundation implement a review procedure of the CALPADS information prior to its submission to the California Department of Education to ensure that EL students are properly classified.</p>	<p>Implemented during 2016-17.</p>
	<ul style="list-style-type: none"> <li>• Divided by total enrollment in the LEA (EC sections 2574(b) (1) and 42238.02(b) (5)). All pupil counts are based on Fall 1 certified enrollment reported in the CALPADS as of Census Day.</li> </ul>			
	<p>During our testing of the students who were classified in the CALPADS 1.17 and 1.18 reports as having an English Language Acquisition Status of "English Learner" (EL) and eligible for Free and Reduced Price Meal (FRPM) status on Census Day, we noted 1 student who was classified as FRPM, but did not have evidence to support the designation.</p>			





To the Board of Directors  
and Management of The High Desert "Partnership in Academic Excellence" Foundation, Inc.

In planning and performing our audit of the financial statements of The High Desert "Partnership in Academic Excellence" Foundation, Inc. as of and for the year ending June 30, 2017, in accordance with auditing standards generally accepted in the United States of America, we considered The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Foundation's internal control.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated December 8, 2017, on the financial statements of The High Desert "Partnership in Academic Excellence" Foundation, Inc.

## GRANTS REVENUE

**Observation:** Through inquiry and testing of the Foundation's internal controls over recognition of grants revenues, we determined that for several restricted awards there is no tracking of expenses by source in the accounting system. Also, there is no reconciliation of grants revenues performed during the financial closing process in order to determine the proper amount of revenue, unearned revenue and accounts receivable that should be recognized for each award.

**Recommendation:** The Foundation should track all restricted grant awards by source in the accounting system, including expenses charged to those restricted sources. This helps to ensure that during the financial closing process, a reconciliation of revenues and expenses per award may result in the proper amount of revenue, unearned revenue, accounts receivable and carryover funds available is calculated and recorded at the financial statements.

## ATTENDANCE

**Observation:** During our testing of attendance accounting at Norton Science and Language Academy, we noted that one teacher was not certifying attendance on a contemporaneous (weekly) basis. No ADA was misstated, but the issue is important and can result in noncompliance with state guidelines.

**Recommendation:** We recommend that all teachers certify their attendance on a contemporaneous, or weekly, basis in order to ensure that attendance data is accurate and to comply with state guidelines.



**From:** John Ingram Stone <[JIngramStone@cde.ca.gov](mailto:JIngramStone@cde.ca.gov)>  
**Date:** Friday, January 19, 2018 at 5:02 PM  
**To:** Microsoft Office User <[LLamb@lcer.org](mailto:LLamb@lcer.org)>  
**Subject:** Local Educational Agency Audit Nutrition Findings

02395-SN-36-CS  
High Desert Partnership for Academic Excellence  
17500 MANA RD  
APPLE VALLEY, CA 92307-0000  
Vendor #: C12700

Dear Authorized Representative:

This letter is in reference to the local educational agency audit findings of your School Nutrition Programs for the audit period of July 1, 2016 through June 30, 2017.

The audit indicates no fiscal action is required and your corrective action documentation has been approved. Since no further action is required, the California Department of Education has closed the nutrition portion of this audit.

If you have any questions regarding this subject, please contact me by phone at 916-324-0885 or by e-mail at [jingramstone@cde.ca.gov](mailto:jingramstone@cde.ca.gov).

The USDA is an equal opportunity provider and employer.

Sincerely,

John Ingram-Stone, Analyst  
Nutrition Services Division  
California Department of Education  
1430 N Street, Suite 4503  
Sacramento, CA 95814-5901  
916-324-0885  
[JIngramStone@cde.ca.gov](mailto:JIngramStone@cde.ca.gov)  
<http://www.cde.ca.gov/>

**Lewis Center for Educational Research  
Board Agenda Item Cover Sheet**

Date of meeting: 2/5/18

Title: National Science Foundation Math Grant (University of New Mexico)

Presentation:      Consent:      Action:      Discussion: X Information:     

**Background:**

The National Science Foundation Math Grant will provide a comprehensive assessment of children's progress that far exceeds what is traditional done in schools. For this project, there is no commitment of school staff. The project can, however, contribute to a staff member within the school to act as a coordinator of the project. The project hires staff (e.g., part time bilingual teachers at your school, parents with master's degrees, bilingual school psychology, graduate students,) to help in the testing of children. All testing information gathered (with appropriate approval) can be shared with testing staff (e.g., program evaluator, bilingual coordinators, school psychologists). Further, the grant provides financial stipends to teachers filling out observational forms on children's progress. The project will give annual extensive reports on student progress across a four year period to each school participating. The project staff will also provide annual in-services in order to share our results with principals and teachers. Our ultimate research goal is to pinpoint those components of cognition and instruction that help ELL children's academic growth. The purpose of this work is to accurately identify where difficulties in learning math lie and contribute to the development of effective interventions.

**Fiscal Implications (if any):**

Grant funding in the amount of **\$27,000.00 for 2017-2018, 2018-2019, 2019-2020** fiscal years.

**Impact on Mission, Vision or Goals (if any):**

- 1. Identify the link between instruction and positive change.** This study will clearly identify those cognitive processes and math skills that change over time as a function of classroom instruction. The study will identify those cognitive processes most susceptible to change as a function of math focus in the classroom. The project will identify those instructional areas in need of attention as well as accelerate performance as they relate to math and cognitive growth.
- 2. Accurate assessment.** This study will identify those first language (L1) and second language (L2) cognitive processes that predict successful math performance. More importantly, this study will identify those cognitive and math measures that underlies the differences in children with math difficulties from children who are having difficulty acquiring English as a second language. Children learning English as a second language are sometimes inappropriately diagnosed as having learning disabilities and placed in Special Education. The reverse situation also occurs where ELL children with MD are not diagnosed and such children suffer in the long term math difficulties because direct intervention has been withheld.

Recommendation: Discussion of Grant

Submitted by: Fausto Barragan, Principal, Norton Science and Language Academy

NSF --abstract--

Title: Math Problem Solving and Cognitive Growth in English Language Learners:

### Bridging the Achievement Gap

Why do some ELL children excel and others remain at risk for math difficulties? This NSF grant has two objectives to address this question: (1) identify the cognitive basis for children who excel and those who fail in math performance among in Spanish speaking children who are learning English as a second language and (2) determine those cognitive and instructional variables that effectively mediate (e.g., positively impact) this relationship.

**Social and Intellectual Merit** : Children with Spanish as a first language in the United States have been found to consistently yield low mathematics scores when compared to other groups on national assessments or High Stakes Tests (e.g., National Assessment of Education Progress, 2004; 2015). More specifically, serious difficulties in math in the elementary grades have been shown to have detrimental effects on high school performance (e.g., drop rates) as well as later employment. An area of serious math difficulty for elementary school ELL children is solving math word problems. Although these difficulties have been partially attributed to cross-language transfer, oral language, linguistic complexity of text, and reading skill other processes besides language may play a critical role in such children's mathematical disabilities. This proposal will comprehensively assess three models (domain specific knowledge, phonological memory, executive processing) within and across both language systems (English and Spanish) that potentially mediate the relationship between growth in working memory (executive processing) and growth in math problem solving. Within the context of second language acquisition and math instruction, this study will advance the field by detailing those cognitive processes significantly related to serious difficulties in math performance.

Broader Impact: The broader impact of this study to meet school needs is twofold.

- 1. Identify the link between instruction and positive change.** This study will clearly identify those cognitive processes and math skills that change over time as a function of classroom instruction. The study will identify those cognitive processes most susceptible to change as a function of math focus in the classroom. The project will identify those instructional areas in need of attention as well as accelerate performance as they relate to math and cognitive growth.
- 2. Accurate assessment.** This study will identify those first language (L1) and second language (L2) cognitive processes that predict successful math performance. More importantly, this study will identify those cognitive and math measures that underlies the differences in children with math difficulties from children who are having difficulty acquiring English as a second language. Children learning English as a second language are sometimes inappropriately diagnosed as having learning disabilities and placed in Special Education. The reverse situation also occurs where ELL children with MD are not diagnosed and such children suffer in the long term math difficulties because direct intervention has been withheld.

**Design.** A cohort-sequential design is proposed that follows ELL children over three testing waves. For children in grades 1,2, and 3, a battery of math, cognitive, language and reading tests in English and Spanish will be administered each year over a three-year period (total estimated minimum N=400) to children with and without MD who are learning English as a second language. The math, cognitive, language and behavioral outcomes will be linked to classroom observations of math instructional activities over three years. Observations will be made of classroom math instruction in the Fall, Winter and Spring of each year.

### **Participating School**

We will provide a comprehensive assessment of children's progress that far exceeds what is traditional done in schools. For this project, there is no commitment of school staff. The project can, however, contribute .50 FTE for a staff member within the school to act as a coordinator of the project. The project hires staff (e.g., part time bilingual teachers at your school, parents with master's degrees, bilingual school psychology graduate students,) to help in the testing of children. All testing information gathered (with appropriate approval) can be shared with testing staff (e.g., program evaluator, bilingual coordinators, school psychologists). Further, the grant provides financial stipends to teachers filling out observational forms on children's progress. The project will give annual extensive reports on student progress across a four year period to each school participating. The project staff will also provide annual in-services in order to share our results with principals and teachers. Our ultimate research goal is to pinpoint those components of cognition and instruction that help ELL children's academic growth. The purpose of this work is to accurately identify where difficulties in learning math lie and contribute to the development of effective interventions.

H. Lee Swanson, Ph.D., NCSP

Research Professor, College of Education, University of New Mexico

**Lewis Center for Educational Research  
Board Packet Agenda Items**

Date of meeting: 2/5/18

Title: AAE Educator Effectiveness Fund Plan

Presentation:  Consent:  Action:  Discussion:  Information:

**Background:**

The 2015-16 Educator Effectiveness Funding Program and California Assembly Bill 104 Section 58 provides one-time funding to educational agencies to provide professional development and to promote educator quality and effectiveness. As a condition of receiving the funds, a spending plan for the funds must be presented at a public meeting of the governing board and then approved at the subsequent public meeting of the governing board.

**Fiscal Implications (if any):**

Professional development funding of \$111,075 for 2015-16, 2016-17, 2017-18 fiscal years.

**Impact on Mission, Vision or Goals (if any):**

Provides professional development and promotes educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning

**Recommendation:**

Discussion of the spending plan at the February 5, 2018 LCER Board meeting and approval at subsequent meeting on March 12, 2018.

Submitted by: Name, Title, Department

Valli Andreasen, Principal  
Wes Kanawyer, Principal

## **Academy for Academic Excellence Educator Effectiveness Fund Plan**

The 2015-16 Educator Effectiveness Funding Program and California Assembly Bill 104 Section 58 provides one-time funding to educational agencies to provide professional development and to promote educator quality and effectiveness. These funds may be used to support the professional development of certificated teachers, administrators, and paraprofessional educators. Funds can be expended for any of the following purposes:

- Beginning teacher and administrator support and mentoring, including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing and pursuant to Section 44259 of the California Education Code (ED).
- Professional development, coaching, and support services for teachers who have been identified as needing improvement or additional support by LEA's.
- Professional development for teachers and administrators that is aligned to the state content standards adopted pursuant to sections 51226, 60605.1, 60605.2, 60605.3, 60605.8, 60605.11, 60605.85, as that Section read on June 30, 2014, and 60811.3, as that Section read on June 30, 2013, of the EC.
- To promote educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

Funds are allocated on the basis of an equal amount of \$1,466 per certificated full-time equivalent as reported in California Longitudinal Pupil Achievement Data System (CALPADS) for the 2014-15 fiscal year. The total estimated amount of one-time funds to be received for this purpose is **\$111,075**.

As a condition of receiving the funds, a spending plan for the funds must be presented at a public meeting of the governing board and then approved at the subsequent public meeting of the governing board. Also, a detailed expenditure report must be submitted on or before July 1, 2018 to the California Department of Education (CDE).

Actions	Timeline	Description	Amount
Induction for Beginning Teacher Support	2015-16 2016-17 2017-18	Support Provider Stipend  Riverside County Office of Education fee  Guest Teacher for Release Time	\$56,000
Site Professional Development as determined by leadership team	2015-16 2016-17 2017-18	Carnegie Math  Benchmark Advance  Early Literacy/Guided Reading  Guest Teacher for Release Time	\$14,000
Conferences and Workshops that support the school plan for student achievement	2015-16 2016-17 2017-18	Content and Grade Level Specific  Guest Teacher for Release Time	\$41,075
		<b>Total Estimated Expenditures</b>	<b>\$111,075</b>

Professional development funds will be expended for Educator Effectiveness Funding Program purposes as well as support the school plan for student achievement including the WASC Action Plan Goals:

- Action Plan Goal 1: The Academy for Academic Excellence will work to increase Math Proficiency rates in grades K-12.
- Action Plan Goal 2: The Academy for Academic Excellence will work to increase Writing Strategies proficiency rates in grades K-12.
- Action Plan Goal 3: The Academy for Academic Excellence will use multiple data sources when making decisions that impact curriculum, instruction, assessments and school programs.
- Action Plan Goal 4: The Academy for Academic Excellence will incorporate the use of technology and technological advances into its core curriculum more effectively.
- Action Plan Goal 5: The Academy for Academic Excellence will focus on early literacy intervention to increase reading and writing proficiency rates.
- Action Plan Goal 6: The Academy for Academic Excellence will increase “a-g” completion rates for graduating seniors by 5% per year.

**Lewis Center for Educational Research  
Board Agenda Item Cover Sheet**

Date of meeting: 2/5/18

Title: Norton Science and Language Academy Educator Effectiveness Fund Plan

Presentation:  Consent:  Action:  Discussion:  Information:

Background:

The 2015-16 Educator Effectiveness Funding Program and California Assembly Bill 104 Section 58 provides one-time funding to educational agencies to provide professional development and to promote educator quality and effectiveness. As a condition of receiving the funds, a spending plan for the funds must be presented at a public meeting of the governing board and then approved at the subsequent public meeting of the governing board.

Fiscal Implications (if any):

Professional development funding of **\$49,318.83** for 2015-16, 2016-17, 2017-18 fiscal years.

Impact on Mission, Vision or Goals (if any):

Provides professional development and promotes educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated

Recommendation:

Discussion of the spending plan at the February 5, 2018 LCER Board meeting and approval at subsequent meeting on March 12, 2018.

Submitted by: Name, Title, Department

Fausto Barragan, Principal, Norton Science and Language Academy



**Norton Science and Language Academy  
Educator Effectiveness Spending Plan  
For the 2015-2016, 2016-2017, 2017-2018 Fiscal Year**

**Background**

Provide one time funding to educational agencies to provide professional development and to promote educator quality and effectiveness. These funds may be used to support the professional development of certificated teachers, administrators, and paraprofessional educators. Funds can be expended for any of the following purposes:

- Beginning teacher and administrator support and mentoring, including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing and pursuant to Section 44259 of the California Education Code (ED).
- Professional development, coaching, and support services for teachers who have been identified as needing improvement or additional support by LEA's.
- Professional development for teachers and administrators that is aligned to the state content standards adopted pursuant to sections 51226, 60605.1, 60605.2, 60605.3, 60605.8, 60605.11, 60605.85, as that Section read on June 30, 2014, and 60811.3, as that Section read on June 30, 2013, of the EC.
- To promote educator quality and effectiveness, including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

The funds must be spent by June 30, 2018. As a condition of receiving the funds, a spending plan for the funds must be presented at a public meeting of the governing board and then approved at the subsequent public meeting of the governing board. What follows is the proposed spending plan for the Educator effectiveness funding that will be received.

**Funding**

The estimated amount of amount of one-time funds to be received for this purpose is **49,318.83**

**Uses**

Norton Science and Language Academy Plans to use the funds for the following purposes:

- Provide Professional Development for teachers aligned with the Common Core State Standards.
- Provide Guided Language Acquisition Design professional development opportunities to support teaching of school adopted frameworks and curriculum.
- Provide Parent and teacher training to provide students with personal growth and skill development strategies in order to empower students.

**Norton Science and Language Academy  
Educator Effectiveness Spending Plan  
For the 2015-2016, 2016-2017, 2017-2018 Fiscal Year**

	2015-2016	2016-2017	2017-2018	Purpose
GLAD Training			\$ 14,000.00	To provide teachers with training to ensure that all students, ELLs and native English speakers, are able to read and write grade-level text and access academic content.
Swun Math – CCSS Aligned Professional Development			\$ 28,318.83	Grade level specific professional development, beginning with initial sessions which include supporting teachers with demo lessons, co-planning, and co-teaching. Training on the use of materials necessary for full implementation, including the pacing guides, assessments, and instructional strategies for effective instruction in mathematics. Training on best teaching practices that incorporate Gradual Release of Responsibility and Zone of Proximal Development research.
Cultural Proficiency Training with Dr. Gail Thompson	-----	-----	\$7,200.00	Dr. Gail Thompson, an Illuminate Education Equity and Professional Development Expert will be the guest presenter and trainer. During this professional development/workshop, teachers, parents and guardians will learn personal growth and skill-development strategies in order to empower their children.
Totals				
<b>Total Funding Amount</b>			<b>\$49,318.83</b>	
<b>Expenditure Total</b>			<b>\$49,318.83</b>	
<b>Balance</b>			<b>-0-</b>	

**Lewis Center for Educational Research  
STAFF REPORT**

Date: February 5, 2018  
 To: Board of Directors  
 From: Lisa Lamb  
 Re: President/CEO Report

<b>Goal 1: Improve the financial condition of the LCER, including key provisions for sustainability.</b>	
<p>1.1 <u>Objective:</u> By 2021, increase total revenue by 5% (1% annually) through increases in new, alternative revenue sources and/or by increasing revenue from current sources (enrollment). These revenue increases would be in addition to state COLA increases.</p>	<p>The Finance Department continues to seek additional revenue in the following areas:</p> <ul style="list-style-type: none"> <li>• Lunch application completion significantly improved this year. As a result, the free and reduced lunch rates at NSLA have gone from 74-77% and at AAE have jumped from 26-38%. This increase will allow AAE to become a Title I school for the 2018-2019 school year under a board-approved waiver. Title I status provides significant additional funding to support student learning (approximately \$250,000 annually). The application process will be part of the budget cycle for next year.</li> <li>• Staff is investigating the possibility of applying for SB 740 funds for the Tetra Lease at AAE which would be a considerable offset to this facilities payment over the next three years. This will require a material change to the AAE Charter that would give lottery priority to students living in the Desert Knolls Elementary boundaries. After current student residence data is collected and analyzed, this will be presented to the Board and District for review.</li> </ul> <p>There has been an increased focus on our GAVRT Partnership. The website, campaigns, curriculum and training is being revised and aligned with current Next Generation Science Standards. There is a new training fee structure for the upcoming Summer Institutes that will offset trainer and travel costs so that they do not impact the LCER general fund. GAVRT continues to generate \$70,000 annually. With increased partnerships and offerings, additional revenue is being cultivated in order to provide a greater reach to our students and throughout the science education community.</p> <p>Foundation Board progress- The annual giving campaign has specifically raised \$5,750. Additionally, we have received \$10,000 in scholarship grants for the 2017-2018 school year. General donations (including those specifically designated for AAE and NSLA) total \$75,658.95 through January 25, 2018.</p>
<p>1.2 <u>Objective:</u> By December 2017, the Board of Directors and staff will perceive the budget to be stable and understandable with progress toward sustainability.</p>	<p>Year-to-date revenue is consistent and expenditures are in line with the 2017-2018 approved budget.</p> <p>We expect to have a 3% reserve for economic uncertainty set aside at the end of this school year.</p> <p>Principals will be sending a survey to staff to determine in which areas staff would like more information regarding the financial condition of the LCER. The administration will work with the finance department to develop presentations for both schools to address these areas.</p> <p>The new board meeting structure is providing all stakeholders greater access to budget discussions. We will continue to encourage attendance at these meetings in order to improve understanding and perceptions.</p>
<p>1.3 <u>Objective:</u> By June 2021, the LCER will have no less than two months of total payroll and costs in reserves (defined as unencumbered savings) based on current needs.</p>	<p>We are currently on track to meet this goal.</p>

<p>1.4 <u>Objective:</u> Starting immediately, partnerships will be defined as initiatives that are substantially beneficial to the LCER and its students. Further, the partnerships must be aligned to the current LCER mission and goals and/or the schools' LCAPs.</p>	<p>The GAVRT team is collaborating with Smithsonian National Air and Space Museum educators. Lisa Lamb and Shannon McConnell (JPL) will be meeting with the education and NASA Headquarters team in March during the AAE Ambassadors visit. We are currently working on two projects:</p> <ol style="list-style-type: none"> <li>1. A <i>STEM in 30</i> episode which will be based on observatories in which GAVRT will be highlighted. GAVRT Teacher and students will be performing a Black Hole track.</li> <li>2. GAVRT will host two Summer Institutes at the Udvar Hazy Air and Space Museum in June.</li> </ol> <p>More about <i>STEM in 30</i>: This is a fast-paced webcast series engages middle school students in Science, Technology, Engineering, and Math (STEM) topics in just 30 minutes. The Smithsonian hosts bring in Museum curators, astronauts, and experts in the field to connect classrooms with real-world, relevant content. Shows combine animations, interviews with experts, and unique locations to show students that science extends beyond the walls of their school. Link to <i>STEM in 30</i> website: <a href="https://airandspace.si.edu/connect/stem-30">https://airandspace.si.edu/connect/stem-30</a></p> <p>The AAE Administration has been working closely with AVUSD on the Apple Valley Center for Innovation. This ongoing collaboration has allowed our elementary students to participate in STEM nights which are led by high school Explainers from the three Apple Valley High Schools. Our high school students participating in the Explainers Program have been involved in training, run the monthly STEM nights and participate in field trips. AVCI continues to grow and expand its reach to our local students and teachers. The next STEM night will be held on February 14<sup>th</sup> at 6:00 pm at the Thunderbird Campus.</p>
<p><b>Goal 2: Renegotiate a mutually beneficial lease agreement with the City and County or secure an alternative campus.</b></p>	
<p>2.1 <u>Objective:</u> By June 2018, a new lease will be executed that is long-range, affordable and allows for campus expansion.</p>	<p>Board Members, LCER administration and NSLA teachers spoke during public comment at the San Bernardino County Board of Supervisors meeting on January 9<sup>th</sup>. During that time, we were able to raise the Supervisors' awareness of County staff's responses to our negotiation efforts. Dr. Barragan and Mrs. Ramos spoke specifically to the quality educational program offered at Norton within our dual immersion program.</p> <p>Per Board direction, the LCER has offered to cure the alleged break by modernizing the current Head Start facilities within the specifications listed in the lease. Lisa Lamb will be meeting with Gary McBride, San Bernardino County CEO, on Friday, January 26<sup>th</sup> to discuss this offer and work toward next steps. We are viewing this as a positive development in the negotiations. A report will be given to the Board about the outcome of that meeting.</p>
<p>2.2 <u>Objective:</u> By June 2018, if a new, long-term lease is not a viable option, an alternative option for a permanent facility (either at the current site or at a new location) will be executed that is affordable and allows for campus expansion.</p>	<p>While we are working to resolve any lease disputes, we are also looking at various options for permanent facilities. These continue to include the desire to purchase our current site at an affordable rate or looking within a ten mile radius at other available properties.</p>
<p><b>Goal 3: Strengthen the academic programs at both schools resulting in increased student mastery.</b></p>	
<p>3.1 <u>Objective:</u> By Fall 2018, both schools will demonstrate increases in student mastery in the areas of Mathematics in grades 5-8 as indicated on the Accountability Dashboard.</p>	<p>Mastery in Mathematics continues to be the instructional focus at both schools.</p> <ol style="list-style-type: none"> <li>1. AAE has contracted with Carnegie Learning our textbook publisher to provide embedded professional development for teachers in grades 5-12. A math coach has observed our teachers and provided individual feedback, grade level lessons have been delivered in the teachers' classrooms, and collaboration time has been provided with the mathematics coach. This investment and professional development approach has been greatly appreciated by AAE teachers.</li> </ol>

	<p>2. NSLA has continued to implement Swun Math with its highly-effective integrated approach to professional development. The Swun math coach is on-site monthly and works directly with classroom teachers, site administration and parents. The next phase will be to use the math data collected to this point in the year to specifically inform instructional practices. This work will also be supported by the Swun coach. The assessments given to date show marked improvement on mastery in all grade levels.</p>
<p>3.2 <u>Objective:</u> By 2022, both schools will develop a Computer Science/STEM strand that builds upon itself in grades K-12.</p>	<p>As of the 2017-2018 school year, the following Comp Science/STEM offerings are in place:</p> <p>AAE:</p> <ul style="list-style-type: none"> <li>• K-5- Weekly Coding Classes</li> <li>• 3-5- Weekly Keyboarding Classes</li> <li>• 6-8- MS Technology Explorative Wheel (Student take Technology Elective one quarter/year)</li> <li>• 9-12- Introduction to Computers and Computing with Robotics elective courses</li> </ul> <p>NSLA:</p> <ul style="list-style-type: none"> <li>• 6-8- Computer Science/Coding Elective Class</li> </ul> <p>Both schools continue to implement one to one devices (MacBook or iPad) in grades 4-12 with primary grades utilizing standing computer labs and iPad carts.</p> <p>All instructional staff at NSLA become Apple Certified last spring.</p>
<p>3.2 <u>Objective:</u> By Fall 2018, AAE will demonstrate increases in AP passing rates in the area of Mathematics.</p>	<p>In Spring 2017, the results are as follows:</p> <p>Calculus--14 students tested, 3 passed  Statistics—10 students tested, 5 passed</p> <p>We will use this as our baseline for comparison and to measure growth.</p>
<p>3.3 <u>Objective:</u> By Fall 2019, strengthen the Middle School program at Norton as indicated by multiple measures, including, but not limited to: CAASPP scores, decreased student attrition, parent and student surveys.</p>	<p>Measurable predictors such as: surveys, attendance, assessment scores and enrollment indicate an overall strengthening of the middle school program. Current middle school opportunities: ASB, Rockets Lifting our Community Club, math support, athletics, dances, field trips and 8<sup>th</sup> grade Science Camp. These opportunities continue to expand through parent and teacher support and collaboration.</p>
<p>3.4 <u>Objective:</u> Depending on available facilities, NSLA will begin adding one high school grade per academic year with a target of Fall 2019 for the first freshman class.</p>	<p>Lease negotiations are still underway.</p>
<p><b>Goal 4: The Lewis Center for Educational Research will be unified under a common vision, mission, goals and objectives.</b></p>	
<p>4.1 <u>Objective:</u> Staff and the Board of Directors will continue to engage in ongoing open, honest and constructive communication.</p>	<p>The Principals has been actively working to engage their staff and students in ongoing, open communication. These efforts have included: establishing Principal’s Cabinet, student/staff/parent surveys, Parents and Pastries meetings, Academic Leadership discussion and more. These discussions bring priorities to the forefront so that they can be addressed in the schools’ LCAPs. Currently, the greatest areas of priority stem around teacher training, student voice, cleanliness of facilities and fiscal transparency.</p>
<p>4.2 <u>Objective:</u> Throughout the 2017-2018 school year, the Executive Team, as supported</p>	<p>This is an ongoing effort that has become a lens for all organizational decision-making.</p>

<p>by the Board of Directors, will intentionally build a positive climate throughout the organization.</p>	<p>Norton is partnering with Dr. Gail Thompson, an esteemed educator, professor and author. Dr. Thompson will be working to support all stakeholders in the areas of academic achievement, schooling experiences of African American and Latino students, parental involvement, school reform and more. Dr. Thompson has written six books: <i>A Brighter Day: How Parents Can Help African American Youth Have a Better Future</i>; <i>The Power of One: How You Can Help or Harm African American Students</i>; <i>Up Where We Belong: Helping African American and Latino Students Rise in School and in Life</i>; <i>African American Teens Discuss Their Schooling Experiences</i>; <i>What African American Parents Want Educators to Know</i>; and <i>Through Ebony Eyes: What Teachers Need to Know but are Afraid to Ask About African American Students</i>. Dr. Thompson co-wrote a seventh book, <i>Exposing the Culture of Arrogance in the Academy: A Blueprint for Increasing Black Faculty Satisfaction</i>, with Dr. Angela Louque.</p>
<p>4.3 <u>Objective:</u> The Board of Directors will actively participate in the establishment and review of LCER policies.</p>	<p>Staff has worked on revisions to business policies. Those draft revisions will be reviewed by Board Treasurer, Kirt Mahlum, and legal counsel prior to being brought forward for Board discussion and adoption this spring.</p>

**Lewis Center for Educational Research  
Human Resources Staff Report**

**Date:** January 22, 2018  
**To:** Board of Directors  
**From:** Stacy Newman

**AAE (Total)**

**New Hires: (3)**

Last Name	First Name	Hire Date	Job Title	Position / Stipend #
Martindale	Zachary	1/9/2018	Classified Substitute	Sub
Loy	Tamera	1/8/2018	Ed Specialist - IA	00105
Best	Loyal	12/14/2017	Coach - MS Softball	99951

**Reclassifications: (3)**

LAST	FIRST	From	Position / Stipend #	To	Position / Stipend #	Date
Brinson	Melissa	4hr Assistant to Athletics Director	00015	8hr Assistant to Athletics Director	00015	1/8/2018
Rivera	Yessic	Classified Sub	Sub	4 hr Ed Spec Instructional Assistant	00263	1/8/2018
Walsh	Tamara	Certificated Sub	Sub	Teacher, Elementary - 00192	00192	12/1/2017

**Terminations: (6)**

Last Name	First Name	Termination Date	Job Title	Reason	Position / Stipend #
Calderon	Angela	1/19/2018	Music Rotation Instructor	Resignation	00049/00050
Gormley	Scott	1/5/2018	Athletic Director	Resignation	00014
Gormley	Scott	1/5/2018	Coach - HS Girls Basketball	Resignation	99961
Svay	Tamela	12/15/2017	Certificated Substitute	Resignation	Sub
Leary	Doris	12/14/2017	Ed Spec Instructional Assistant	Resignation	00105
Ortiz	Lorraine	12/7/2017	Classified Sub	expired TB	Sub

**NSLA (Total)**

**New Hires: ( )**

**Reclassifications: ( )**

**Terminations: ( )**

Last Name	First Name	Termination Date	Job Title	Reason (resignation, At Will, or For Cause)	Position / Stipend #
House	Jessica	1/5/2018	Certificates Sub	resignation	Sub
Flores	Rubi	12/15/2017	Teacher on Assignment - 00261	resignation	00261
Thomas	Jonet	12/15/2017	After School Program Assistant - 00260	resignation	00260



## **Positions Currently Posted / In the Interview Process / or Recently Hired:**

### **LCER:**

Facilities Supervisor Posting Put on Hold

### **AAE Certificated:**

Guest Teacher Posted – Ongoing Posting

### **AAE Classified:**

Classified Substitute Posted – Ongoing Posting

Varsity Boys Tennis Coach Posted

Education Specialist Instr. Assist. (1) Hired

Music Instructor Posted

### **NSLA Certificated:**

Guest Teacher Posted – Ongoing Posting

Teacher on Assignment Posted

### **NSLA Classified:**

Classified Substitute Posted – Ongoing Posting

After School Program Assistant Posted

## **HR Activities including both AAE & NSLA:**

- Created job postings / descriptions for above positions
- Advertised new positions: internally, Edjoin, Daily Press, Desert Dispatch, LCER Website, Monster.com, Local Universities
- Collected and screened job applicants. Recruited and interviewed employees for NSLA and AAE as well as following up with thank you letters and emails for those applicants/candidates who were not selected
- Conduct reference checks for all prospective new hires
- Conducted new hire orientations for new employees (including going over each page in the new hire packet, health benefits, sick leave, salary placement, and job requirements), job-reclassifications, etc.
- Processed new hire paperwork for recent new hires, including DOJ, background checks, benefits paperwork, etc.
- Processed paperwork for employee terminations and completed exit interviews
- Responded to Verifications of Employment from other schools and/or credit/loan institutions
- Prepared packet for volunteers to include: DOJ fingerprint procedures, TB risk assessments, volunteer driver packets, LCER Agreements: Proprietary, Child Abuse, Internet Use, etc.
- Maintained volunteer fingerprint information and DOJ database as well as provided training at the Parent/Volunteer workshops at the AAE
- Prepared for this semester's Employee of the Semester: nominations, meetings, selections, awards, presentations, etc.
- Monitored seasonal coaching contracts
- Maintained employer pull notices through the DMV
- Sent letters to employees for expirations of TB tests, Food handler's cards, CPR/First Aid cards, etc
- Follow up to employee notices for: CPR/First Aid, Mandated Sexual Harassment Training for Supervisors, TB tests, etc.
- Continued implementation for TB tests for parents and volunteers to be in line with new laws
- Personnel issues: benefits, compensation, FMLA, terminations, EDD claims, UI, DOJ fingerprint issues, Workers' Comp claims, Student injury claims, etc
- Maintain program for sending and receiving Employer Pull Notice Information to/from the DMV in a further effort to go paperless – Download updated software and install certificates for new system
- Balance health insurance statements
- Processed Workers' Comp & Student Injury Claims
- Met with JPA representative to go over all pending Workers' Comp claims
- Updated workers' comp and student accident forms and procedures
- Attended Exec Team, UITS, HDEAC seminars, EDD, Credentials, CASBO Contracts, Abila/Abra & SBCSS UI meetings workshops & trainings
- Ongoing BTSA/Induction management/planned start of year colloquium
- Attended monthly board meetings for High Desert Employer Advisory Council
- Calculated pay reconciliations for finance department for employees' terminations, leaves, etc.

- Ongoing credential processing and monitoring
- Investigated and responded to UCP and internal complaints
- Track, log, and send reminders to supervisors for performance evaluations
- Updated forms and implemented procedure changes: meal break waivers, requests for time, etc.
- Worked with Personnel Committee to establish Board policy & procedures
- Worked with finance to create reports for exec team and Board
- Web Timesheets: Worked with Finance Department to continue to train and implement organizational wide roll out of new web based timesheet system
- Entered all sick leave accrual codes into HR software and assigned to staff
- Tracked sick leave balances in HR Software
- Assisted finance department in training of Exec Team, all supervisors and applicable administrative assistants
- Implemented and trained staff on the changes in the employee handbook
- Worked with CEO on NSLA lease
- Strategic planning
- Attended CASBO Conference
- Worked on drafting updates to the board policies relating to Personnel
- Submitted a proposal to CCSA to present at the coming CCSA conference. The proposal was accepted. Started work on drafting the PowerPoint for the conference.
- Monitored labor law updates and blogs for compliance
- Attended a labor law update seminar through the High Desert Employer Advisory Council
- Received and reviewing the 2018 Labor Law Digest from CalChamber
- Update draft salary calculations for the 2018-2019 school year for all regular classified and certificated staff

# Lewis Center for Educational Research

## STAFF REPORT

Date: February 2018

To: LCER Board of Directors

From: Paul Rosell, Director of Special Education

Re: Special Needs Department

### Special Needs – AAE & Norton

A foundational aim of the special needs department is to provide the most effective supports and services necessary to meet the unique needs of our students with disabilities. In order to accomplish this goal, a primary focus of the department has been assembling an effective team with the most skilled and highly qualified staff members possible.

The special needs staff, at the administrative level, consists of a director and an administrative assistant.

At the AAE, the team includes a licensed educational psychologist (in junction with his role as director), speech pathologist, life skills coordinator, five education specialists (teachers) and ten instructional assistants.

At NSLA, the team consists of a credentialed bilingual school psychologist, bilingual speech and language pathologist, three education specialists (teachers) and three instructional assistants.

Two times a year the special needs department conducts pupil counts to verify the number of students receiving support services under an IEP. Based on the latest information reported, the number of special needs students have increased at both school sites. As our identified student population grows, we constantly monitor staffing needs. In addition, we earnestly seek any and all training opportunities so staff can remain on the cutting edge of educational research regarding the best practices possible.

One of the trainings a staff member recently attended was titled, *“Smart but Scattered.”* The focus of the information was on executive skills. Executive skills encompass all of the requisite skills necessary for any student to be successful in their lives, most especially academically. These 11 skills include, *Response Inhibition, Working Memory, Emotional Control, Sustained Attention, Task Initiation, Planning/Prioritization, Organization, Time Management, Goal Directed Persistence, Flexibility and Mega Cognition.* We anticipate incorporating these skills into all of the educational practices at AAE and NSLA.

Listed in this report are the numbers of students who have been identified as students with exceptional needs in both schools, AAE and NSLA.

The following information reflects the special education activity level at the AAE:

**AAE Special Needs Numbers:**

121 total  
38 speech only  
10 pending assessment referrals

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The following information reflects the special education activity level at NSLA:

Special Needs staff members have been extremely busy with the start of the 2017/2018 school year. To date, a total of 15 IEP meetings including transfers, annuals and triennials have been conducted.

Pending assessment referrals: 7

**NSLA Special Needs Numbers:**

71 total  
23 speech only

**Love and Logic:**

Love and Logic continues to play a foundational role of what the AAE and NSLA offers by way of helping students develop appropriate pro-social skills and aiding the parents to learn the most effective ways to assist their children in being successful. Principles and concepts are taught on a monthly basis at staff and parent training sessions. Reports from teachers and parents are so positive and encouraging. The benefits to the families are both schools are immeasurable.

If you know of anyone that might be struggling with how to motivate their children or with family or other relationship challenges, please feel free to attend one or more of the Love and Logic activities, trainings and classes. Love and Logic classes are under way and we are receiving rave reviews.

If you have any questions or you would like additional information regarding Love and Logic Classes or instructional materials, please contact Nicole Shay, or Marcelo Congo at (760) 946-5414.

To: Board of Directors  
From: James P. Foley  
Subject: Quarterly Report through First Interim

Highlights during the last quarter –

1<sup>st</sup> Interim was successfully submitted to the State

P1 Attendance was filed

Payroll tax returns, W2's and 1099's have been filed

The Audit for fiscal year ending June 30, 2017 is in your packet

The 2016 -2017 Annual Income Tax Return was placed on extension until February 15, 2018. I will submit the completed Tax Return to the Finance Committee members directly for review and comments and to LCER Board members directly by email before filing. I will also ask for comments to be submitted from the LCER Board. The next due date is February 15, 2018. We have retained James M. Quinn, CPA to file our tax returns.

## Lewis Center for Educational Research

### STAFF REPORT

Date: January 24<sup>th</sup>, 2018  
To: Board of Directors  
From: Ryan Dorcey  
Re: Information Technology/GAVRT Report

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#### Information Technology

- CALPADS Fall 1 submitted successfully and on time thanks to our new Data Clerk, Nidia Ramirez. Fall 1 includes reports regarding enrollment, student information, English learners, and free and reduced lunch students.
- New backup server upgrade in place – more storage and faster processors.
- New VPN solution being installed and in place by the end of the month.
- E-Waste pickup scheduled for Monday, January 29<sup>th</sup>, with money earned to benefit students scholarships.
- Piloting full ParentSquare features for the rest of the 2017-18 school year – training being provided to teachers at AAE and NSLA to help them communicate better with parents.
- MIP and EWS updated to latest version for use of the 2017 W-2s. New version regarding new tax changes will be provided and installed as soon as released.
- Cybersecurity training provided for staff, as well as enrollment in free TAPD Cybersecurity Program that will enhance a cybersafe culture for all staff and students and raise awareness of the need to be careful regarding cyber threats.
- Expanding Google Classroom to middle school and high school.
- Provided copier training to staff.
- Supported interim assessments at NSLA.
- New network switches configured and ready for install during next maintenance window.
- New UPSs, uninterruptible power supplies, installed across both sites to keep equipment up during brief power interruptions and spikes.
- Added 5 WAPs, wireless access points, to areas where there were too many users for a single WAP in a classroom.
- Upgraded phone system and 3 pieces of hardware (T1 box at NSLA, T1 box, and phone switch at MRC). Old equipment was at EOL, end-of-life, so the upgrade was required to maintain support and support new phones. We now have failover as phone calls can route through both campuses leading to lower long distance charges.
- 252 support tickets resolved during reporting period, 12/11/17-01/24/18.

## **GAVRT**

- Planned and scheduled GAVRT training for AAE Ambassadors in anticipation of their Washington D.C. trip in March.
- Organized and promoted science talk with Dr. Walid Majid, Pulsars: Dead Stars Calling, An Observational Overview for January 31<sup>st</sup>.
- Finalized plans for 3 summer trainings in Downey, CA, Washington, D.C., and Macquarie University in Sydney Australia.
- We had a 3-day strategic planning during winter break. During this time we designed campaign SOEs, sequence of events, worked on the website, refined the GAVRT mission and created new goals leading into the upcoming summer institutes.
- GAVRT supported 7 schools performing 13 sessions with 296 students.



**Lewis Center for Educational Research  
Staff Report**

Date: February 8, 2018  
To: Board of Directors  
From: Valli Andreasen and Wes Kanawyer  
Re: Principal's Report

**School Operations**

- Middle School-High School Principal attended the *School Behavior Threat Assessments: An Introduction* training on January 23, 2017.
- High Desert High School Principal's Meeting to discuss partnerships with VVC and Dual Enrollment courses on January 17, 2018.
- Improvements began on the softball and north fields to increase safety.

**Strategic Planning**

- The Middle School and High School Math Department started a four-day, on site Professional Development Training with Carnegie Learning (textbook publisher). The aim of this process is to ensure the effective use of our adopted teaching materials and increase student learning.
- The Reading Specialist is providing ongoing professional development in Guided Reading, as well as coaching, to K-3 teachers to improve early literacy instruction.

**Student Achievement and Performance**

- Out of 621 applicants from 282 schools, AAE cadets Austin Reeves and Edwin Uglum were selected for the AFJROTC Chief of Staff Flight Academy Private Pilot Scholarship Program.
- National Honor Society, National Junior Honor Society, and National Elementary Honor Society Induction was held January 31.
- Second quarter/first semester Awards Ceremonies were conducted for grades K-8.

**School Event Highlights**

- Athletics
  - Athletic Director Administrative Assistant, Melissa Brinson, has temporarily taken on the responsibilities of AD
  - Middle School Baseball 6-1 currently
  - Middle School Softball 6-0 currently undefeated
  - Varsity Girls Soccer has only lost 1 league game resulting in being tied for 2nd in the league
- New Student Induction Event was held on January 17, 2018 to welcome our new AAE Knights. A number of our new students are returning AAE Students who left and are now coming back.

- Mock Trial
  - Won first place in the Desert Mountain Region
  - 3-1 Record, best overall percentage in AAE history
  - Maddy Baca is receiving a scholarship from Joseph Campbell Scholarship fund
- ASB
  - During Homecoming Spirit Week, January 22-26, TK-12 students dressed to represent their culture, wore orange and blue, took part in color wars, and more.
  - A tailgate event was held in conjunction with our Homecoming basketball games on January 26. Homecoming royalty was crowned during half-time.
  - On Saturday, January 27<sup>th</sup> ASB put on an extraordinary Homecoming dance with the theme Around the World. Students had a great time dancing and tasting foods from various countries.
- Four-hundred and twenty students were eligible for the second quarter Perfect Attendance Recognition drawing on January 18. Thanks to our partnerships with David Greiner, owner of Greiner Buick GMC, and Gabriel Stine, owner of Stine Chiropractic, \$2,500 was donated for prizes.
- Principal's Advisory Cabinets were held on January 10 with selected middle and high school students.
- The Father-Daughter Dance, Winter in Paradise, for TK-5 students was a big success with 276 in attendance.
- AFJROTC
  - Advanced Leadership Training hosted by AAE AFJROTC
  - 20+ cadets from San Pedro High School along with their ASI SMSgt Gallagher
  - Our cadets held lessons on leadership, teamwork concept, job interview process, marching/drill and uniform standards.
  - Highlight video: <https://youtu.be/MsnMNM9PAnk>

### **Media Coverage**

- “Area Roundup: Bryant’s four goals lead AAE in shutout” *Daily Press* article on January 8, 2018. The Knights blanked Silver Valley High School 12-0 to improve to 5-1-1 in Cross Country League play.
- AAE was nominated by Daily Press readers as Best in the Desert for Charter School, Elementary School, Middle School, and High School. Voting took place January 21-February 4.

### **Parent and Community Partnerships**

- Four-hundred and twenty students were eligible for the second quarter Perfect Attendance Recognition drawing on January 18. Thanks to our partnerships with David Greiner, owner of Greiner Buick GMC, and Gabriel Stine, owner of Stine Chiropractic, \$2,500 was donated for prizes.
- PTC donated \$8,500, earned through the fall fundraiser, to the school to purchase 20 iPads for elementary classrooms and tables for the Elementary South play area.
- The monthly Parents and Pastries meeting was held on January 11. Principals presented results from student and parent surveys about school culture.

**Fiscal Considerations**

- The Executive Team and Principals met on January 19 to begin the budgeting process for 2018-19.
- The school’s Educator Effectiveness Fund plan is being presented to the Board and stakeholders.

**Upcoming Events**

- 2/9/18-Senior Coffee House-A-101,Gym-7:00-11:00 PM
- 2/14/18-AVUSD STEM Night - At AVCI Guest School Phoenix-6:00-8:00 PM
- 2/15/18-AAE Lottery-C-100-6:30-8:30 PM
- 2/23/18- Mr. Knight-GYM-6:00-8:00 PM
- 3/1/18-Parents & Pastries & PTC Meeting-GYM Conference Room-8:15-9:30 AM
- 3/7/18-AAE Ambassador Blood Drive-AAE GYM-7:30-2:00
- 3/10/18-High Desert Conjoined AFJROTC Military Ball – Victorville (Green Tree Inn)-6:00-11:00 PM
- 3/10/18-Evening of Elegance 7th & 8th Grades – Gym-7:00-9:00 PM

**Registrar/Enrollment**

<b>TK</b>	<b>24</b>
<b>K</b>	<b>100</b>
<b>1st</b>	<b>101</b>
<b>2nd</b>	<b>100</b>
<b>3rd</b>	<b>112</b>
<b>4th</b>	<b>112</b>
<b>5th</b>	<b>112</b>
<b>6th</b>	<b>125</b>
<b>7th</b>	<b>126</b>
<b>8th</b>	<b>125</b>
<b>9th</b>	<b>112</b>
<b>10th</b>	<b>93</b>
<b>11th</b>	<b>99</b>
<b>12th</b>	<b>96</b>
<b>Total</b>	<b>1437</b>

<b><u>Discipline</u></b>	<b><u>TK-5</u></b>	<b><u>6-8</u></b>	<b><u>9-12</u></b>
In-house Suspension	1	4	3
Suspensions	7	10	15
Expulsions	0	0	0

# NSLA Board Report- January



## Updates:

NSLA Staff and students returned to school on January 8, 2018. Upon return, staff was informed of the Notice to Cure or Quit letter received by San Bernardino County on December 23, 2017. While the letter caused anxiety for all NSLA stakeholders, administration was active in providing information to staff and next steps as we work to come to a feasible solution that would meet the needs of all NSLA community members. Staff and families are ready to support NSLA to advocate for our school. News about the Lease negotiations was shared through Social Media.

Before the break, Students in grade 4-8 participated in a school climate survey to inform leadership and staff of changes that need to be made to provide a safe and effective learning environment for all. The following themes

Professional Development continues to be a strong focus at NSLA. The following Professional Development is ongoing at NSLA:

- GLAD
- SWUN Math Coaching
- Love and Logic
- Growth Mindset
- Special Education and General Education Collaboration
- Dr. Gayle Thompson

## Attendance (Weekly Attendance Report attached)

Due to the sudden closure of Ramona Charter Academy, NSLA enrolled 36 students between the dates of December 15<sup>th</sup> through January 25, 2018. We are expecting to enroll more in the upcoming days.

GRADE LEVEL	CURRENT ENROLLMENT	WAITING LIST	WAITING LIST 2018-2019
TK	25	0	6
K	112	18	52
1 <sup>st</sup>	111	9	
2 <sup>nd</sup>	110	2	

3 <sup>rd</sup>	98	6	
4 <sup>th</sup>	80	2	
5 <sup>th</sup>	66	7	
6 <sup>th</sup>	66	9	
7 <sup>th</sup>	52	3	
8 <sup>th</sup>	59	3	
ISAI TK-5	10	0	
ISAI 6-8	4	0	
<b>TOTAL</b>	<b>793</b>	<b>59</b>	<b>99.82% Attendance</b>

**Staffing**

NSLA is still in search of a Teacher on Assignment (TOA). Currently there are 3 applicants interested in the position. In the interim, NSLA administrative and support staff have taken on the different responsibilities and roles of the TOA. In February candidates will be interviewed for the TOA position

**Preciado: Rocket Lab**  
**Barragan: SSTs**

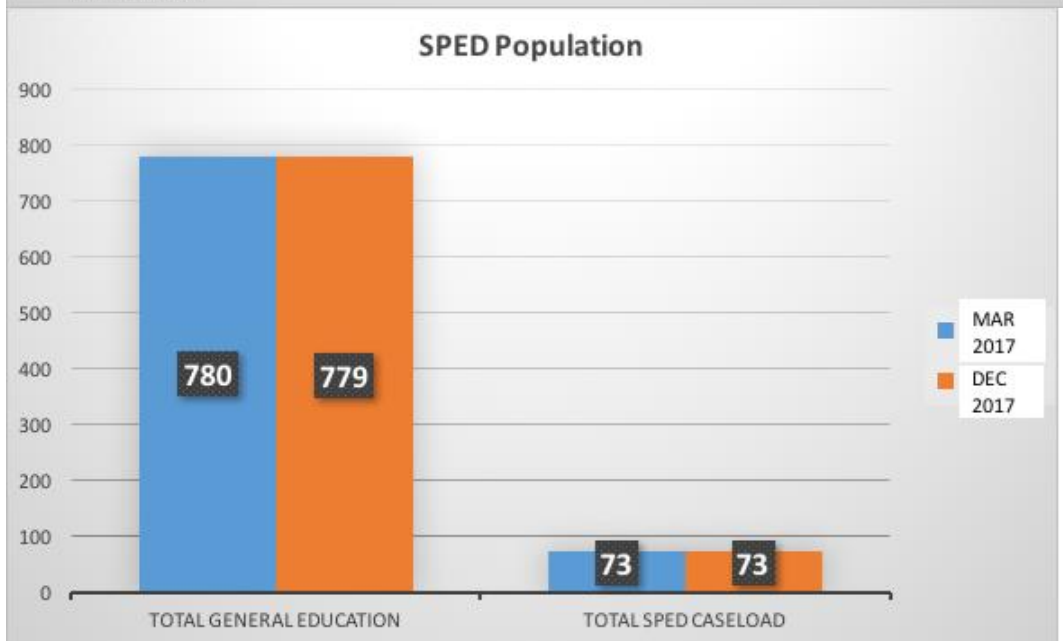
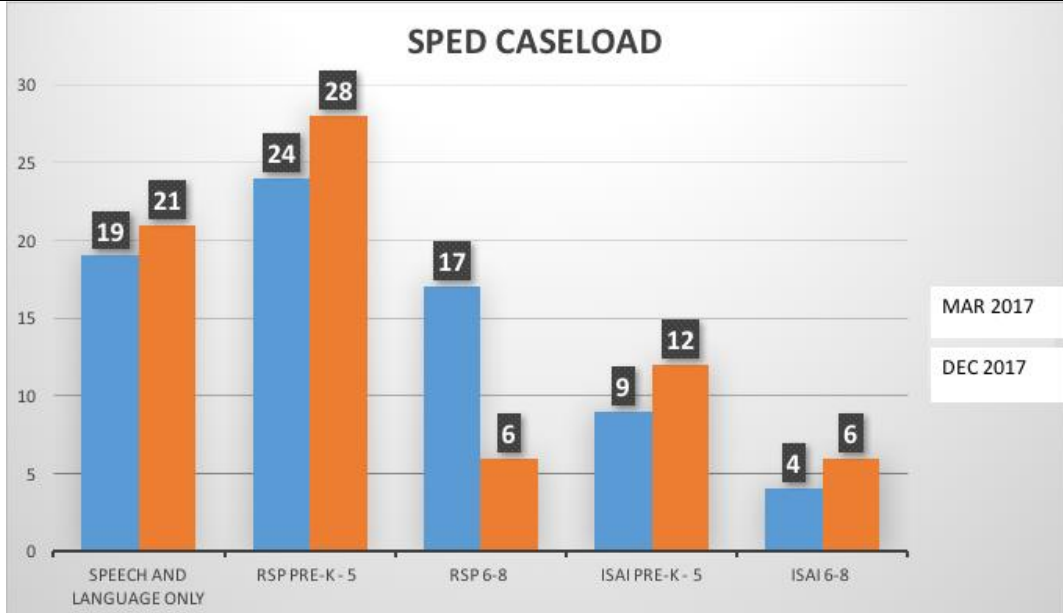
**IEPs**

Currently, we have 73 students receiving services and support in a variety of settings including RSP, Speech and Language and ISAI.

***Services are rendered by fully credentialed teachers, school psychologist and speech pathologist. Bilingual aides provide support during push-in and pull-out services. (Graph 1)***  
***Middle School RSP 6-8 experienced the most significant changes with a number of SPED students graduating over the summer. (Graph 2)***  
***Special Education population was 9% / 780 students in March, 2017. Overall SPED population remains at 9% / 779 as of December, 2017.***

School Psychologist (Bilingual)	Marcelo Congo
Speech and Language (Bilingual)	Nancy Chavez
Intensive Specialized Academic Instruction (ISAI) Pre-K to 5	

	Cari Walworth (SPED Teacher)
Specialized Academic Instruction (SAI) Pre-K to 5 (Bilingual)	Marisa Caceres (SPED Teacher)
Intensive and Specialized Academic Instruction 6 to 8	Steve Bradberry (SPED Teacher)
Intensive Specialized Academic Instruction (ISAI) Pre-K to 5	Georgina Flores (Instructional Aide)
Specialized Academic Instruction (SAI) Pre-K to 5 (Bilingual)	Angelica Lopez (Instructional Aide)
Intensive and Specialized Academic Instruction (ISAI/SAI) 6 to 8	Andre Humphrey (Instructional Aide)



Professional development (PD) to support collaboration between SpEd and GenEd is ongoing. The objectives of the current PD opportunities for SpEd and GenEd collaboration are the following:

1. To provide a comprehensive, seamless educational model to provide students with a least restrictive environment.
2. Maximize the percentage of time special education students are programmed into general education classes.
3. Maximize support general education teachers are receiving.
4. To provide supportive services available to students and families who exhibit academic and or social-emotional needs.
5. Maximizes collaboration between general education, special education, and support staff.
6. Creates a school community where all teachers assume responsibility for the education of all students.

### **Student Activities:**

On December 8<sup>th</sup>, ASB hosted the Winter Wonderland Dance. Over 100 students in grades 6-8 attended a very successful dance and enjoyed, music, refreshments and an opportunity to enjoy an evening with their peers.

In December, students participated in completing a school climate survey. The following themes arose from the data:

- Bullying is prevalent in the intermediate grades and staff do little to change the environment
- Restroom facilities are dirty
- Nutrition options are limited, and food in the cafeteria goes to waste
- Some teachers yell at students

In response to the data gathered from the survey, administrative and support staff visited classrooms to discuss survey results with students and to gather student recommendations. Students were vocal about the need for change to the school environment. Administrative and support staff noted that students are unable to accept responsibility in areas where they affect the school environment. This important finding helped the staff to determine ways and activities that would build student capacity in taking ownership of their school environment and the factors that may negatively impact the school.

### **Upcoming Events**

The following are upcoming events at NSLA. All members of the board are invited to join us.

#### **January**

**1/31- Parents and Pastries Meeting (cafeteria) 8:30-9:30am**

## **February**

**2/6- NSLA Annual School Science Fair**

**2/7- PTO General Meeting (cafeteria) 8:30-9:30pm**

**2/9- School Site Council Meeting (Library) 3:30pm-4:30pm**

**2/23-Chinese New Year Assembly starts at 8:30am**

## **March**

**3/2- Middle Grades Dance 5:00pm-7:00pm**

**3/7-PTO General Meeting (cafeteria) 8:30am-9:30am**

**Parent Conference Week 3/9-3/16 (12:30pm Dismissals)**

## **April**

**4/2- NSLA Lottery (K5) 5:00pm-6:00pm**

**4/4- PTO General Meeting (cafeteria) 8:30am-9:30am**

## **Items for follow-up**

### **Middle School**

- **Creating a “real” middle school**
  - Funding
  - Music
  - Electives
  - Coaches
  - Staffing
  - Environment
  - Project Based Learning
  - Science
  - Sports Transportation



**LEWIS CENTER FOUNDATION  
COMBINED BALANCE SHEET AND INCOME STATEMENT  
November 1 - November 31, 2017**

**CHECKING (LEWIS CENTER FOUNDATION)**

<b>Beginning Balance</b>		\$1,895.36
<b>Revenue</b>		
Donations - Unrestricted	\$543.90	
Donation - AAE Staff Scholarship	\$10.00	
Transfer from Savings - Unrestricted	\$963.93	
Transfer from Savings - AAE Capital Campaign	\$8,700.00	
<i>Total</i>	\$10,217.83	
<b>Expenditures</b>		
Transfer to Savings - Unrestricted Donations	\$543.90	
Transfer to Savings - AAE Staff Scholarship Donations	\$10.00	
Hi Desert Trophy & Awards - LCER Pins	\$963.93	
<i>Total</i>	\$1,517.83	
<b>Ending Balance</b>	<i>Total</i>	\$10,595.36

**SAVINGS (LEWIS CENTER FOUNDATION)**

<b>Beginning Balance</b>		
Restricted Funds - Capital Campaign		\$159,069.69
Restricted Funds - Davis Endowment		\$10,953.12
Restricted Funds - HiDAS Endowment		\$64,421.52
Restricted Funds - Scholarships		\$38,221.63
Unrestricted Funds		\$38,550.65
		\$311,216.61
<b>Revenue</b>		
Unrestricted Donations	\$3,043.90	
High Desert Turtle and Tortoise Club Donation	\$2,500.00	
AAE Capital Campaign - Brick	\$300.00	
AAE Staff Scholarship Donations	\$80.00	
History of Apple Valley Videos	\$100.00	
Interest	\$25.73	
<i>Total</i>	\$6,049.63	
<b>Expenditures</b>		
Unrestricted - LCER Pins - transfer to checking	\$963.93	
AAE Capital Campaign - Shade Structure - transfer to checking	\$8,700.00	
<i>Total</i>	\$9,663.93	
<b>Ending Balance</b>		
Restricted Funds - Capital Campaign		\$153,184.61
Restricted Funds - Davis Endowment		\$10,953.89
Restricted Funds - HiDAS Endowment		\$64,426.67
Restricted Funds - Scholarships		\$38,304.98
Unrestricted Funds		\$40,732.17
	<i>Total</i>	\$307,602.31
<b><i>Total Checking and Savings</i></b>		<b>\$318,197.67</b>

**LEWIS CENTER FOUNDATION  
COMBINED BALANCE SHEET AND INCOME STATEMENT  
December 1 - December 31, 2017**

**CHECKING (LEWIS CENTER FOUNDATION)**

<b>Beginning Balance</b>		\$10,595.36
<b>Revenue</b>		
Donation - AAE Staff Scholarship	\$10.00	
Donations - Unrestricted	\$390.70	
<i>Total</i>	\$400.70	
<b>Expenditures</b>		
Evenflo - Shade Structure Balance	\$8,700.00	
Transfer to Savings - \$10 AAE Staff Scholarship, \$390.70 Unrestricted Donations	\$400.70	
<i>Total</i>	\$9,100.70	
<b>Ending Balance</b>	<i>Total</i>	\$1,895.36

**SAVINGS (LEWIS CENTER FOUNDATION)**

<b>Beginning Balance</b>		
Restricted Funds - Capital Campaign		\$153,184.61
Restricted Funds - Davis Endowment		\$10,953.89
Restricted Funds - HiDAS Endowment		\$64,426.67
Restricted Funds - Scholarships		\$38,304.98
Unrestricted Funds		\$40,732.17
		\$307,602.31
<b>Revenue</b>		
Unrestricted Donations	\$390.70	
Edison Scholarship	\$5,000.00	
AAE Staff Scholarship Donations	\$45.00	
Interest	\$24.57	
<i>Total</i>	\$5,460.27	
<b>Expenditures</b>		
<i>Total</i>	\$0.00	
<b>Ending Balance</b>		
Restricted Funds - Capital Campaign		\$153,198.86
Restricted Funds - Davis Endowment		\$10,954.63
Restricted Funds - HiDAS Endowment		\$64,431.58
Restricted Funds - Scholarships		\$43,353.17
Unrestricted Funds		\$41,124.34
	<i>Total</i>	\$313,062.58
<b><i>Total Checking and Savings</i></b>		<b>\$314,957.94</b>

The High Desert Partnership in Academic Excellence Foundation, Inc.  
 Check/Voucher Register - Board Report - 10K  
 From 12/1/2017 Through 1/22/2018

<u>Effective D...</u>	<u>Check Nu...</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Transaction Description</u>
12/1/2017	329		520,801.29	Group: CERT; Pay Date: 12/1/2017
12/4/2017	39864	CharterSAFE	23,858.00	Insurance premium pymt for November 2017
12/4/2017	39871	SBCSS	19,724.17	NSAA PERS contributions for November
12/4/2017		SBCSS	44,667.55	LCER/AEE - PERS contributions for November
12/4/2017	39872	SchoolsFirst Federal C...	13,388.17	Employee TSA contributions - November 2017
12/4/2017	39875	SBCSS	56,443.93	NSAA STRS contributions for November
12/4/2017		SBCSS	114,817.82	LCER/AEE - STRS contributions for November
12/15/2017	39949	SBCSS	128,562.82	2015/2016 & 2016/2017 Oversight Fees for NSLA
12/15/2017	39950	Southern California Edi...	10,112.63	Acct# 2-35-953-2850 - AAE
12/15/2017	39953	SISC	186,789.70	Health Coverage for December 2017
12/15/2017	39971	SBCSS	17,029.43	SBCSS NSAA Sub Costs for 7/1/17-10/10/17
12/29/2017	333		186,300.03	Group: CLASS; Pay Date: 12/31/2017
1/2/2018	336		511,776.46	Group: CERT; Pay Date: 1/2/2018
1/4/2018	39991	CharterSAFE	23,857.00	Insurance premium pymt for December 2017
1/4/2018	39997	SBCSS	19,494.40	NSAA PERS contributions for December
1/4/2018		SBCSS	43,828.31	LCER/AEE - PERS contributions for December
1/4/2018	39998	SchoolsFirst Federal C...	13,388.17	Employee TSA contributions - December 2017
1/4/2018	40001	SBCSS	56,304.42	NSAA STRS contributions for December
1/4/2018		SBCSS	114,377.64	LCER/AEE - STRS contributions for December
1/5/2018	40003	Cooley Construction Co.	15,774.00	Regrade Sports Field PO# 1718-0397-AAE
1/8/2018	40015	Z Space, Inc	13,355.00	PO# 1718-0411-AAE - Z Space Computers for Ramp Up
1/10/2018	25589	Lewis Center for Ed Re...	157,000.00	Transfer Funds from DCB Checking to Union Checking
1/16/2018	40049	SISC	187,218.95	Health Coverage for January 2018
1/18/2018	40052	All American Fence Er...	11,800.00	PO# 1718-0450-AAE - Install Fence for Softball Field
1/18/2018	40094	Wells Fargo Vendor Fi...	10,492.35	Acct# 90136527942 15-903-IT-O Phase 13
Report Total			2,501,162.24	

All Funds - Budget Comparison 2016/17 to 2017/18

	2016-2017				Note - Revenue Reported is % of Budgeted Revenue Earned	2017-2018			
	Total Budget \$ - Revised	Current Period Actual thru December	Remaining Budget	Percent Remaining		Total Budget \$ - Original	Current Period Actual thru December	Remaining Budget	Percent Remaining
Revenue									
Revenue	21,616,684	10,411,582	11,205,102	51.84%					
Expense									
Certificated Salaries	8,925,066	4,409,095	4,515,971	50.60%					
Classified Salaries	3,527,341	1,795,606	1,731,735	49.09%					
Benefits	3,790,169	1,996,965	1,793,204	47.31%					
Books and Supplies	1,450,443	898,758	551,685	38.04%					
Services & Other	2,290,074	957,742	1,332,332	58.18%					
Capital Outlay	458,000	349,603	108,397	23.67%					
Other Outgo	1,175,040	436,171	738,869	62.88%					
Share of LCER	0	0	0	N/A					
Total Expense	21,616,133	10,843,940	10,772,193	49.83%					
Add (Subtract) to Reserves	551	(432,358)	432,909						
Total Revenue	21,616,684	10,411,582	11,205,102	48.16%					
Total Expense	21,616,133	10,843,940	10,772,193	50.17%					
Add (Subtract) to Reserves	551	-432,358	432,909						
Total Revenue	21,616,684	10,411,582	11,205,102	48.16%					
Total Expense	21,616,133	10,843,940	10,772,193	50.17%					
Add (Subtract) to Reserves	551	-432,358	432,909						

AAE - Budget Comparison 2016/17 to 2017/18

	2016-2017				Note - Revenue Reported is % of Budgeted Revenue Earned	2017-2018			
	Total Budget \$ - Revised	Current Period Actual thru December	Remaining Budget	Percent Remaining		Total Budget \$ - Original	Current Period Actual thru December	Remaining Budget	Percent Remaining
Revenue									
Revenue	13,138,740	6,353,460	6,785,280	51.64%					
Expense									
Certificated Salaries	5,370,873	2,700,537	2,670,336	49.72%					
Classified Salaries	1,432,221	705,027	727,194	50.77%					
Benefits	2,171,985	1,116,175	1,055,810	48.61%					
Books and Supplies	587,932	394,096	193,836	32.97%					
Services & Other	1,102,831	377,474	725,357	65.77%					
Capital Outlay	340,000	32,812	307,188	90.35%					
Other Outgo	1,175,040	430,476	744,564	63.36%					
Share of LCER	1,579,514	202,364	1,377,150	87.19%					
Total Expense	13,760,396	5,958,961	7,801,435	56.69%					
Add (Subtract) to Reserves	(621,656)	394,499	(1,016,155)						
Total Revenue	13,138,740	6,353,460	6,785,280	48.36%					
Total Expense	13,760,396	5,958,961	7,801,435	43.31%					
Add (Subtract) to Reserves	-621,656	394,499	-1,016,155						
Total Revenue	13,138,740	6,353,460	6,785,280	48.36%					
Total Expense	13,760,396	5,958,961	7,801,435	43.31%					
Add (Subtract) to Reserves	-621,656	394,499	-1,016,155						

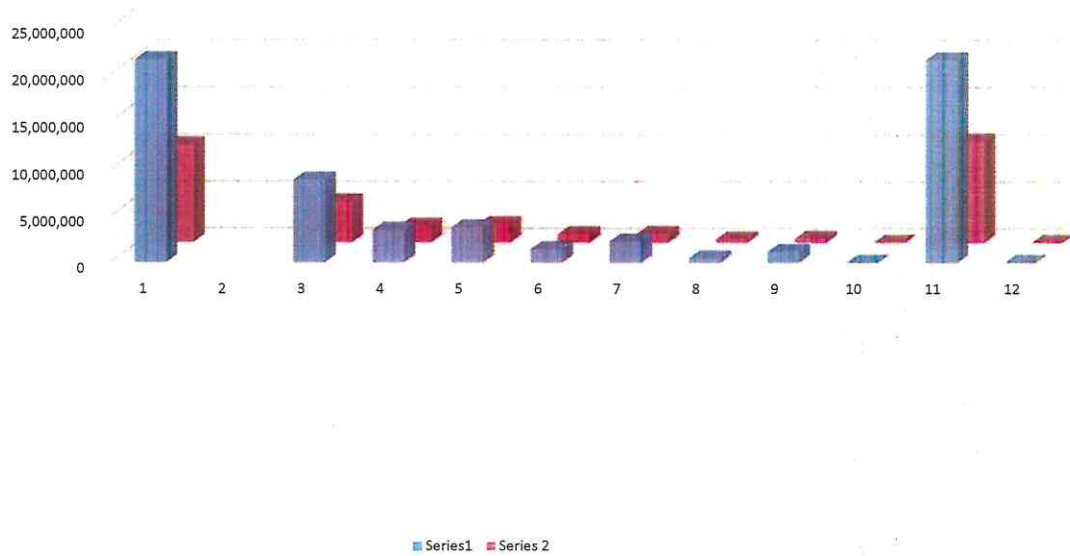
NSLA - Budget Comparison 2016/17 to 2017/18

	2016-2017				Note - Revenue Reported is % of Budgeted Revenue Earned	2017-2018			
	Total Budget \$ - Revised	Current Period Actual thru December	Remaining Budget	Percent Remaining		Total Budget \$ - Original	Current Period Actual thru December	Remaining Budget	Percent Remaining
Revenue									
Revenue	8,372,944	2,232,921	6,140,023	73.33%					
Expense									
Certificated Salaries	3,185,094	727,209	2,457,885	77.17%					
Classified Salaries	841,088	215,523	625,565	74.38%					
Benefits	1,031,409	275,294	756,115	73.31%					
Books and Supplies	668,011	297,941	370,070	55.40%					
Services & Other	959,127	165,167	793,960	82.78%					
Capital Outlay	118,000	0	118,000	100.00%					
Other Outgo			0	N/A					
Share of LCER	1,053,009	134,909	918,100	87.19%					
Total Expense	7,855,738	1,816,043	6,039,695	76.88%					
Add (Subtract) to Reserves	517,206	416,878	100,328						
Total Revenue	8,372,944	2,232,921	6,140,023	26.87%					
Total Expense	7,855,738	1,816,043	6,039,695	23.12%					
Add (Subtract) to Reserves	517,206	416,878	100,328						
Total Revenue	8,372,944	2,232,921	6,140,023	26.87%					
Total Expense	7,855,738	1,816,043	6,039,695	23.12%					
Add (Subtract) to Reserves	517,206	416,878	100,328						

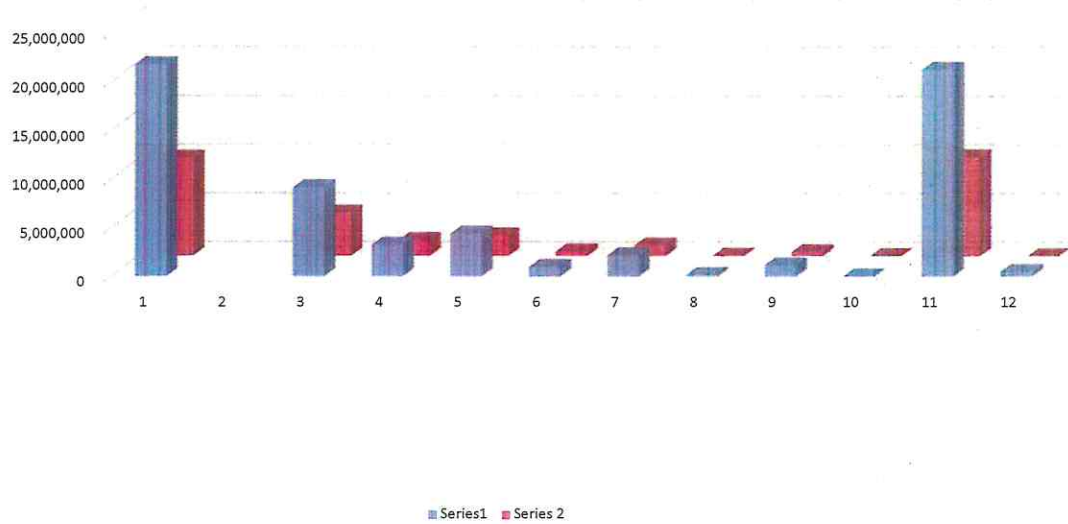
LCER - Budget Comparison 2016/17 to 2017/18

	2016-2017				Note - Revenue Reported is % of Budgeted Revenue Earned	2017-2018			
	Total Budget \$ - Revised	Current Period Actual thru December	Remaining Budget	Percent Remaining		Total Budget \$ - Original	Current Period Actual thru December	Remaining Budget	Percent Remaining
Revenue									
Revenue	0	20,286	(20,286)	N/A					
Expense									
Certificated Salaries	369,099	139,046	230,053	62.33%					
Classified Salaries	1,254,033	377,402	876,631	69.90%					
Benefits	586,775	186,752	400,023	68.17%					
Books and Supplies	194,500	43,804	150,696	77.48%					
Services & Other	228,116	129,978	98,138	43.02%					
Capital Outlay		115	(115)	N/A					
Other Outgo		5,650	(5,650)	N/A					
Share of LCER	(2,602,523)	(337,273)							
Total Expense	0	545,474	1,749,776	#DIV/0!					
Add (Subtract) to Reserves	0	(525,188)	(1,770,062)						
Total Revenue	0	20,286	-20,286	N/A					
Total Expense	0	545,474	1,749,776	N/A					
Add (Subtract) to Reserves	0	-525,188	-1,770,062						
Total Revenue	0	193,214	-193,214	N/A					
Total Expense	0	193,214	-193,214	N/A					
Add (Subtract) to Reserves	0	0	0						

2016-17



2017-18





The High Desert "Partnership in Academic Excellence" Foundation, Inc.  
 Statement of Financial Position  
 As Of October 31, 2017

	October 31, 2017
<b>ASSETS</b>	
<b>Current Assets</b>	
Cash and Cash Equivalents	\$ 1,924,406
Cash held in Trust	466,045
Accounts Receivable	3,021,553
Laptop Lease Receivable	60,000
Laptop Inventory	-
Prepaid Expenses	82,733
Total Current Assets	<u>5,554,737</u>
<b>Non-Current Asset</b>	
Lease Payment Receivable - Long Term	9,326
Unamortized Debt Issuance Costs	405,086
Total Non-Current Assets	<u>414,412</u>
<b>Capital Assets</b>	
Non-depreciable Assets	893,572
Depriciable Assets	26,498,544
Accumulated Depreciation	<u>(8,238,394)</u>
Total Capital Assets	<u>19,153,722</u>
<b>TOTAL ASSETS</b>	<u><b>25,122,871</b></u>
<b>LIABILITIES AND NET ASSETS</b>	
<b>LIABILITIES</b>	
<b>Current Liabilities</b>	
Current Portion of Long Term Liabilities	149,414
Accrued Payroll and Payroll Expenses	678,786
Line of Credit	-
Accounts Payable	426,302
Deferred Revenue	210,457
Due to Student Groups	15,679
Total Current Liabilities	<u>1,480,640</u>
<b>Long Term Liabilities</b>	
Interest Rate Swap Agreement	510,206
Voluntary Retirement & OPEB, Less Current Portion	282,455
Laptop Capital Lease Payments Less Current Portion	109,209.87
Loans Payable, Less Current Portion	5,120,000
Lease Purchase - Terra Financial	<u>1,544,762</u>
Total Long-Term Liabilities	7,566,632
<b>TOTAL LIABILITIES</b>	<u><b>9,047,272</b></u>
<b>NET ASSETS</b>	
Unrestricted	15,396,710
Temporarily Restricted	603,521
Permanently Restricted	<u>75,367</u>
<b>TOTAL NET ASSETS</b>	<u><b>16,075,599</b></u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><b>25,122,871</b></u>



The High Desert "Partnership in Academic Excellence" Foundation, Inc.  
 Statement of Activities  
 For the Four Months Ended October 31, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>				
Federal Special Education		\$ 237,989		\$ 237,989
National School Lunch		\$ 42,216		42,216
Other Federal Revenues	-	101,097		101,097
State General Purpose Apportionment	4,871,359			4,871,359
District In-Lieu Property Tax	572,135			572,135
Education Protection Account	922,694			922,694
Lottery	104,113	(39,257)		64,856
State Special Education		218,833		218,833
One Time Funding	-			-
Other State Revenues	1,840			1,840
Donations	31,567	8,826		40,393
Donations - In-Kind				-
Student Activities	11,025			11,025
Class Fees	43,205			43,205
Food Services	24,454	3,494		27,948
Other Local Revenues	252,929			252,929
Interest Earned	67	84	17	168
Transfers				
<b>Net Assets Released From Restrictions:</b>				
Other Federal Restricted Funds	101,097	(101,097)		-
Lottery	(39,257)	39,257		-
Other State Funds	121,294	(121,294)		-
Special Education	456,822	(456,822)		-
Food Services	45,710	(45,710)		-
Restricted Cash Donations	9,268	(8,826)	(442)	-
Restricted In-Kind Donations	-	-		-
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>	<b>7,530,322</b>	<b>(121,210)</b>	<b>(425)</b>	<b>7,408,687</b>
<b>EXPENSES</b>				
Certificated Salaries	2,924,739			2,924,739
Classified Salaries	1,086,799			1,086,799
Benefits	1,431,609			1,431,609
<b>Total Salaries and Benefits</b>	<b>5,443,147</b>			<b>5,443,147</b>
Books and Supplies	355,447			355,447
Services, Other Operating Expenses	872,300			872,300
Free Use of Facilities - Apple Valley School District	-			-
Capital Outlay	46,279			46,279
Debt Service	84,014			84,014
Amortization of Bond Cost	5,408			5,408
Depreciation	243,634			243,634
<b>Total Expenditures</b>	<b>7,050,230</b>	<b>-</b>	<b>-</b>	<b>7,050,230</b>
<b>Net Change in Assets from Operations</b>	<b>480,092</b>	<b>(121,210)</b>	<b>(425)</b>	<b>358,457</b>
<b>Net Assets Beginning of Year as originally stated</b>	<b>14,916,618</b>	<b>724,731</b>	<b>75,792</b>	<b>15,717,141</b>
Unrealized gain/(loss) on Interest Rate Swap	-	-	-	-
<b>Net Assets Beginning of Year, as restated</b>	<b>14,916,618</b>	<b>724,731</b>	<b>75,792</b>	<b>15,717,141</b>
<b>Net Assets End of Year</b>	<b>15,396,710</b>	<b>603,521</b>	<b>75,367</b>	<b>16,075,598</b>





The High Desert "Partnership in Academic Excellence" Foundation, Inc.  
Statement of Cash Flows  
For the Four Months Ended October 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in Net Assets	\$ 358,457
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities	
Depreciation and Amortization	249,042
Unrealized loss/(gain) on interest rate swap	-
(Increase) Decrease in operating assets:	
Accounts Receivable	(775,285)
Stores Inventory	-
Prepaid Expense	22,143
Increase (Decrease) in operating liabilities:	
Current portion of loans payable	
Accrued Payroll and Payroll Expenses	(214,870)
Accounts Payable	(128,462)
Deferred Revenue	-
Due to Student Groups	<u>(7,772)</u>
Net Cash Provided by Operating Activities	(496,696)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment, Furniture and Building Improvements	(12,892)
Net Cash Used by Investing Activities	(12,892)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Line of Credit	-
Additional Bond Issuance Cost	
Additional Apple Lease	52,788
Payments on Outstanding Loans	<u>(169,957)</u>
Net Cash Used by Financing Activities	(117,169)

Net Increase in Cash (626,757)

BEGINNING CASH 3,017,209

ENDING CASH 2,390,452

Supplemental Required Disclosures:  
Total Interest Paid

84,014





**NOTE 2 - Cash and Cash Equivalents**

The organization maintains accounts at several banks as follows, Union Bank being the primary despository.

As described below, in October 2012, the organization entered into an agreement with Union whereby its existing note payable secured by a deed of trust on real estate in Apple Valley, Ca , along with an existing Line of Credit were retired. New obligations were issued. The new obligations consisted of a loan from California Municipal Finance Authority and a new line of credit. As part of the refinancing, the organization entered into a building contract to construct a gymnasium on its Apple Valley Campus. During the construction and the first years under the debt obligation, Union Bank has acted as trustee of funds set aside for the construction and payment of obligation debt and interest. The accounts involved are listed below as Cash in Union Bank Corporate Trust Department. All of the funds are invested in Blackrock Liquidity Fund T Fund Dollar MMKT Shares. Each share is valued at \$1 and there is no gain or loss on the transactions.

	Balance at October 31, 2017
Union Bank	\$ 1,781,003
Union Banc Investment (short term CD)	7
Union Bank Corporate Trust Department	466,045
Desert Community Bank	93,896
Prime Alliance Bank	49,500
	<u>\$ 2,390,451</u>

**NOTE 3 - Accounts Receivable**

Accounts receivable as of October 31, 2017 consist of the following:

<b>Federal Government:</b>	
Title I	\$ -
Title II	
Title III	
Other	
Special Education	
School Lunch and Breakfast Program	
<b>State Government</b>	
Apportionment	\$ 2,144,866
Special Education	\$ 278,708
Lottery	\$ 46,930
Other State	\$ 208,666
<b>Local</b>	
Laptop Lease	\$ 69,326
Property Tax	\$ 340,379
Other Local	\$ 2,001
	<u>\$ 3,090,878</u>

Pledges receivable as of October 31, 2017 consist of the following:

Pledges Receivable	\$ _____
--------------------	----------

NOTE 4 - Capital Assets

A schedule of changes in capital assets for the period ended October 31, 2017 is shown below:

	Balance, July 1, 2017	Additions	Retirements	Balance, October 31, 2017
<b>Capital assets not being depreciated:</b>				
Land	\$ 798,729			\$ 798,729
Work in Progress	94,843	-	-	94,843
Total capital assets not being depreciated	<u>893,572</u>	<u>-</u>	<u>-</u>	<u>893,572</u>
<b>Capital assets being depreciated:</b>				
Buildings and improvements	19,298,068	-		19,298,068
Furniture, and equipment	2,297,572	12,892		2,310,464
Leasehold improvements	4,696,739	-		4,696,739
Cassini documentary	193,273	-		193,273
Total capital assets being depreciated	<u>26,485,652</u>	<u>12,892</u>	<u>-</u>	<u>26,498,544</u>
<b>Accumulated depreciation for:</b>				
Buildings and improvements	(4,746,715)	(166,072)		(4,912,787)
Furniture, and equipment	(1,733,080)	(19,006)		(1,752,086)
Leasehold improvements	(1,321,692)	(58,556)		(1,380,248)
Cassini documentary	(193,273)	-		(193,273)
Total accumulated depreciation	<u>(7,994,760)</u>	<u>(243,634)</u>	<u>-</u>	<u>(8,238,394)</u>
Total capital assets being depreciated, net	<u>18,490,892</u>	<u>(230,742)</u>	<u>-</u>	<u>18,260,150</u>
Total capital assets, net	\$ <u>19,384,464</u>	\$ <u>(230,742)</u>	\$ <u>-</u>	\$ <u>19,153,722</u>

NOTE 5 - Long Term Debt

	Balance, July 1, 2017	Additions	Deductions	Balance, October 31, 2017	Due within 1 Yr	Balance Due Subsequent Years
<b>Long-Term Liabilities</b>						
Loan Payable	5,120,000		-	5,120,000	(125,000)	4,995,000
Lease Purchase - Tetra Financial Group	1,664,127		119,365	1,544,762	(379,360)	1,165,402
Interest Rate Swap	510,206		-	510,206		510,206
Voluntary Retirement Program	234,308		-	234,308	(117,154)	117,154
OPEB	48,147		-	48,147	(19,378)	28,769
Capital Lease	257,178	52,788	51,342	258,624	(149,414)	109,210
<b>Totals</b>	<b>\$ 7,833,965</b>	<b>\$ 52,788</b>	<b>\$ 170,707</b>	<b>\$ 7,716,047</b>	<b>\$ (790,306)</b>	<b>\$ 6,925,740</b>

A-Loan

Following is a schedule of principal payments due under the agreement:  
Fiscal Year Ending June 30,

2018	125,000
2019	130,000
2020	135,000
2021	140,000
2022	150,000
2023-2027	830,000
2028-2032	995,000
2033-2037	1,190,000
2038-2042	1,425,000
<b>Total</b>	<b>5,120,000</b>

B-Lease Purchase

2018	379,360
2019	439,595
2020	532,832
2021	182,975
<b>Total</b>	<b>1,544,762</b>

C-Voluntary Retirement Program

2018	117,154
2019	117,154
<b>Total</b>	<b>234,308</b>

D-Capital Leases

Following is a schedule of payments under Capital Lease agreements:

Fiscal Year Ending June 30, Monthly Payment	Phase 7 Amount	Phase 8 Amount	Phase 9 Amount	Phase 10 Amount	Phase 11 Amount	Phase 12 Amount
2018	\$ -	\$ 1,838	\$ 1,980	\$ 2,764	\$ 8,398	\$ 1,614
2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,136)
2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,136)

Continued

Fiscal Year Ending June 30, Monthly Payment	Phase 13 Amount	Phase 14 Amount	ipad Phase 1 Amount	ipad Phase 2 Amount	Total
2018	\$ 10,492	\$ 1,178	\$ 3,323	\$ 1,467	\$ 33,054
2019	\$ 83,939	\$ 14,136	\$ 39,876	\$ 17,599	\$ 149,414
2020	\$ -	\$ 4,298	\$ 39,876	\$ 17,599	\$ 61,773
<b>Total</b>	<b>\$ 83,939</b>	<b>\$ 18,434</b>	<b>\$ 109,599</b>	<b>\$ 52,788</b>	<b>\$ 258,624</b>

NOTE 6 - Net Asset Classifications

Temporarily Restricted Net Assets consist of the following at October 31, 2017

Restricted Pledges Receivable	\$	-
Restricted State Programs		388,607
Restricted Capital Campaign Donations		175,999
Restricted Scholarship Donations		38,850
Total Temporarily Restricted Net Assets	\$	<u>603,457</u>

Permanently restricted assets are those net assets not available for expenditures, but the Organization may spend the interest thereon. Permanently restricted net assets as of October 31, 2017 are as follows:

HIDAS Endowment		\$64,405
Davis Aeronautics		10,951
Total Permanently Restricted Net Assets	\$	<u>75,356</u>

NOTE 7 - Contributions

Donations consist of cash and non-cash donations. The following were recorded as public supported donations during the fiscal year:

Cash Contributions	\$	40,393
FMV of Donated Facilities		<u>-</u>
Total Public Support Donations		<u>\$40,393</u>

Internal Financials

**LCER Board Meetings  
Attendance Log 2017**

	<b>March Regular</b>	<b>June Regular</b>	<b>Sept. Regular</b>	<b>Oct Regular</b>	<b>Dec Regular</b>	<b>TOTAL REGULAR</b>
Rick Wolf	Present	Present	Present	Present	Present	100%
Buck Goodspeed	Absent	Present	Present	Present	Present	80%
Duberly Beck	Present	Present	Absent	Present	Present	80%
Jose Palavox	Present	Present	Absent	Present	Present	80%
Kevin Porter	Present	Absent	Present	Present	Present	80%
Kirtland Malhum	Present	Present	Present	Present	Absent	80%
Marcia Vargas	Present	Absent	Present	Present	Present	80%
Peter Torres	Present	Present	Present	Present	Absent	80%
Russell Stringham	Present	Present	Present	Present	Absent	80%

<b>February 10 Special</b>	<b>April 7 Special</b>	<b>April 10 Special</b>	<b>April 28 Special</b>	<b>May 10 Special</b>	<b>Sep 11 Special</b>	<b>TOTAL SPECIAL</b>
Absent	Absent	Present	Absent	Present	Present	50%
Present	Present	Present	Present	Present	Present	100%
Present	Present	Present	Present	Present	Absent	83%
Absent	Absent	Present	Present	Absent	Absent	33%
Present	Present	Present	Present	Present	Present	100%
Present	Present	Absent	Present	Present	Present	83%
Absent	Present	Present	Absent	Absent	Present	50%
Present	Absent	Present	Absent	Absent	Present	50%
Absent	Absent	Absent	Present	Absent	Present	33%

**LCER Board Give and Get**

Member	Current Fiscal Year 2017 /2018				Previous Fiscal Year 2016 /2017			
	Give	Get	In-kind	Total	Give	Get	In-kind	Total
Andy Jaramillo	\$ 150			\$ 150	\$ 100			\$ 100
Buck Goodspeed				\$ -	\$ 1,000			\$ 1,000
Bud Biggs		\$ 7,851		\$ 7,851	\$ 100	\$ 6,025		\$ 6,125
David Bains				\$ -	\$ 100			\$ 100
Donna Siegel				\$ -				\$ -
Duberly Beck				\$ -	\$ 100			\$ 100
Jose Palafox				\$ -				\$ -
Kevin Porter				\$ -		\$ 100		\$ 100
Kirtland Mahlum				\$ -				\$ -
Marcia Vargas	\$ 723			\$ 723	\$ 917			\$ 917
Peter Torres				\$ -				\$ -
Regina Weatherspoon-Bell				\$ -	\$ 100			\$ 100
Rick Wolf				\$ -				\$ -
Robert Lovingood	\$ 500			\$ 500	\$ 100			\$ 100
Russ Stringham				\$ -	\$ 100			\$ 100
Scott Johnson				\$ -				\$ -
Tom Rosenbaum				\$ -	\$ 500			\$ 500
<b>Total</b>	<b>\$ 1,373</b>	<b>\$ 7,851</b>	<b>\$ -</b>	<b>\$ 9,224</b>	<b>\$ 3,117</b>	<b>\$ 6,125</b>	<b>\$ -</b>	<b>\$ 9,242</b>