

LEWIS CENTER FOR EDUCATIONAL RESEARCH

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

Agenda for Regular Meeting of the Lewis Center for Educational Research Board May 13, 2019 - Public Meeting – 4:00 p.m.

Meeting at Norton Science and Language Academy
503 E. Central Ave., San Bernardino, CA 92408, K5

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

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE:** Duberly Beck
2. **ROLL CALL:** Duberly Beck
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 AAE and NSLA LCAP Goals – Valli Andreasen, Fausto Barragan, Heather Juarez – Pg 2
5. **CONSENT AGENDA:**
 - .01 Approve Minutes of April 8, 2019 Regular Meeting – Pg 3-4
 - .02 Approve Updated AAE 2019-20 and 2020-21 School Calendars – Pg 5-7
 - .03 Approve 2019-20 LCER Board Calendar – Pg 8
6. **DISCUSSION/ACTION ITEMS:**
 - .01 Review NSLA Site Plan – David Bourne
 - .02 Approve Lease Agreement with REDA for 503 E. Central Ave., San Bernardino – Lisa Lamb - Pg 9
 - .03 Discuss 2019-20 Draft LCER Budget – David Gruber – Pg 10-13
 - .04 Approve Board Resolution NO. 2019 - 01, Schools Excess Liability Fund – JPA Agreement Amendment – Stacy Newman – Pg 14-29
 - .05 Lewis Center Foundation Update – Lisa Lamb
7. **INFORMATION INCLUDED IN PACKET:** *(Board members may ask questions on items for clarification.)*
 - .01 Staff Report and Correspondence from Dawn Middleton and Jim Hudson – Lisa Lamb – Pg 30-35
 - .02 LCER Financial Reports
 - Checks Over \$10K – Pg 36
 - Budget Comparisons – Pg 37-38
 - .03 Lewis Center Foundation Financial Report
 - March 2019 – Pg 39
 - .04 LCER Board Attendance Log – Pg 40
 - .05 LCER Board Give and Get – Pg 41
8. **BOARD/STAFF COMMENTS:**
 - .01 Ask a question for clarification
 - .02 Make a brief announcement or report on his or her own activities
 - .03 Future agenda items
9. **HIGHMARK BOARD INTERVIEW (90 minutes):** Tina Smith and David Bourne – Pg 42-44
10. **ADJOURNMENT:** Duberly Beck

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.

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

Date of meeting: May 13, 2019

Title: LCAP

Presentation: X Consent: Action: Discussion: Information:

Background:

The Local Control and Accountability Plan (LCAP) is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes while addressing state and local priorities. On or before July 1 of each year, a charter school must complete an LCAP and Annual Update.

Fiscal Implications (if any):

LCAP aligns budget expenditures with identified needs.

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

LCAP aligns financial resources with school Mission, Vision, and Goals.

Recommendation:

Review LCAP goals. Give any recommendations and comments on the LCAP and annual update. Adopt the plan at the June 10 LCER Board meeting.

Submitted by: Valli Andreasen, AAE Principal
Fausto Barragan, NSLA Principal

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

**Minutes
April 11, 8, 2019**

1.0 Call to Order

Chairman Duberly Beck called the meeting to order at 4:00 p.m.

2.0 Roll Call

LCER Board Members Duberly Beck, Jim Morris (arrived 4:15 pm), Omari Onyango, Sharon Page, David Rib, Jessica Rodriguez, Marcia Vargas and Rick Wolf were present.

LCER Board Member Pat Caldwell was absent.

Staff members Fausto Barragan, Ryan Dorcey, Teresa Dowd, David Gruber, Lisa Lamb, Stacy Newman were also present.

Angel Arrington represented the San Bernardino County Superintendent of Schools.

3.0 Public Comments: Tara Izadi, AAE HOSA Club, informed the Board of the HOSA State Leadership Conference the club attended. The conference featured competitions and workshops.

4.0 Special Presentations:

.01 Wayne K. Strumpfer, YM&C presented a Brown Act and Conflict of Interest training for the Board. A new law beginning January 1, 2020 affecting our procedures is that the meetings must be audio or video recorded and posted on our website. We will plan to comply with this new requirement. We already comply with all other new requirements.

5.0 Consent Agenda

- .01 Approve Minutes of March 18, 2019 Regular Meeting
- .02 Approve NSLA 2020-2021 School Calendar (Subject to change due to construction timelines)
- .03 Approve Gustavo Congo as a Signer on LCER Bank Accounts

On a motion by Marcia Vargas, seconded by David Rib, vote 7-0, the LCER Board of Directors approved Consent Agenda Items 5.01 – 5.03.

6.0 Discussion/Action Items:

- .01 **Lewis Center Foundation Update** – Marcia Vargas thanked the Board for purchasing sponsorships and tickets.
- .02 **Approve the Recommendation by the Committee to Engage Commitment with Urban Futures, Inc. and John Phan as the Financial Advisor for the Lewis Center for Educational Research** – This item was taken after public comments and before the special presentation. John Phan introduced himself and the committee discussed their decision to recommend Urban Futures, Inc. Jim Morris was not in attendance for the discussion or vote and has recused himself from any discussion on this topic. He does not have a financial interest in this agreement. On a motion by Sharon Page, seconded by Marcia Vargas, vote 7-0, the LCER Board of Directors approved the committee's recommendation to engage commitment with Urban Futures, Inc.

7.0 Information Included in Packet:

- 01.** Staff Report – President/CEO - Lisa Lamb
- 02.** LCER Financial Reports
 - Checks Over \$10K
 - Budget Comparisons
- 03.** Lewis Center Foundation Financial Report
 - February 2019
- 04.** LCER Board Attendance Log
- 05.** LCER Board Give and Get

8.0 Board/Staff Comments:

- .01 Ask a question for clarification** – None
- .02 Make a brief announcement** – None.
- .03 Make a brief report on his or her own activities** – Jim Morris attended the WASC meeting and it went well. Parents also attended and met with the team. The focus is on the educational program and culture. These should not be compromised for facilities. It was suggested to have a committee with parents, students and staff to discuss the campus process, similar to previous groups.
- .04 Future agenda Items** – None.

9.0 Closed Session:

The LCER Board of Directors convened into closed session at 6:35 p.m. to conference with legal counsel regarding existing litigation: James Foley vs. The High Desert “Partnership in Academic Excellence” Foundation Inc. DBA Lewis Center for Educational Research. The Board reconvened into open session at 6:50 p.m. Duberly Beck, Chairman of the Board, reported that the LCER Board voted 8-0 to authorize the LCER attorney to settle the case.

10.0 Adjournment

Chairman Duberly Beck adjourned the meeting at 6:51 p.m.

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

Date of meeting: May 13, 2019

Title: 2019-20, 2020-21 AAE School Calendar Revision

Presentation: Consent: Action: X Discussion: Information:

Background: The Board last approved the 2019-20 AAE School Calendar on May 20, 2018. The 2020-21 AAE School Calendar was approved in March 2019. At that time, the understanding was that the school could not use two different sets of Illuminate grading periods for elementary and secondary. That issue has been resolved and in the interest of improving student learning and grade reporting in elementary, we are moving forward with TK-5 trimester grading periods. The only calendar changes are adding the elementary trimester grading periods at the top and moving the elementary Conference/Minimum Day dates to align with the end of first trimester.

Fiscal Implications (if any): NA

Impact on Mission, Vision or Goals (if any): Timely Parent -Teacher Conferences linked to the reporting period will better facilitate important parent/teacher discussions about student achievement.

Recommendation: Approval of the updated 2019-20 AAE school calendar.

Submitted by: Valli Andreasen, Principal, Academy for Academic Excellence

ACADEMY FOR ACADEMIC EXCELLENCE **2019-2020** SCHOOL YEAR

AAE STUDENT CALENDAR

180 School Days

Grading Periods 6-12

August 5-September 27 1st quarter
 August 5-December 19 1st semester
 January 13-March 20 3rd quarter
 January 13-June 11 2nd semester

Grading Periods TK - 5

August 5-November 8 1st Trimester
 November 12-February 28 2nd Trimester
 March 2-June 11 3rd Trimester

Ceremonies

Kindergarten Recognition June 9
 5th Grade Recognition June 10
 8th Grade Recognition June 11
 HS Graduation June 12

No School
 Holiday
 Teacher In-Service, No Sch
 Early Release
 Min Days
 Elem Min Days

Gr 6-12 ~ 1st Semester Finals, December 18-19

2nd Semester Finals, June 9-10

Elementary Parent Conference November 12-15

July-19

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

School Days (0)

August-19

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

School Days (20)

September-19

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

School Days (19)

October-19

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

School Days (14)

November-19

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

School Days (17)

December-19

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

School Days (14)

84 Day Semester

January-20

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

School Days (14)

February-20

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

School Days (19)

March-20

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

School Days (15)

April-20

	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

School Days (19)

May-20

M	T	W		
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

School Days (20)

June-20

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

School Days (9)

96 Day Semester

Inclement weather days will be made up at the end of the year.

DRAFT

ACADEMY FOR ACADEMIC EXCELLENCE 2020-2021 SCHOOL YEAR

AAE STUDENT CALENDAR

180 School Days

Grading Periods 6-12

August 3-October 2 1st quarter
 August 3-December 17 1st semester
 January 11-March 19 3rd quarter
 January 11-June 10 2nd semester

Grading Periods TK-5

August 3-November 6 1st Trimester
 November 9-February 26 2nd Trimester
 March 1-June 21 3rd Trimester

Ceremonies

Kindergarten Recognition June 8
 5th Grade Recognition June 9
 8th Grade Recognition June 10
 HS Graduation June 11

No School
 Holiday
 Teacher In-Service, No Sch
 Early Release
 Min Days
 Elem Min Days

Gr 6-12 ~ 1st Semester Finals, December 16-17

2nd Semester Finals, June 9-10

Elementary Parent Conference November 9, 10, 12, 13

July-20

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

School Days (0)

August-20

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

School Days (21)

September-20

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

School Days (21)

October-20

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

School Days (12)

November-20

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

School Days (17)

December-20

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

School Days (13)

84 Day Semester

January-21

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

School Days (14)

February-21

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

School Days (19)

March-21

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

School Days (15)

April-21

	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

School Days (19)

May-21

M	T	W		
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

School Days (20)

June-21

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
15	16	17	18	19
22	23	24	25	26
29	30			

School Days (9)

96 Day Semester

Inclement weather days will be made up at the end of the year.

Lewis Center for Educational Research **2019-2020** SCHOOL YEAR

LCER Board Meeting Calendar

July-19

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August-19

M	T	W	TH	F
			1	2
5	6	7	8	9
NSLA 12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September-19

M	T	W	TH	F
2	3	4	5	6
AAE 9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October-19

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
NSLA 14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November-19

M	T	W	TH	F
				1
4	5	6	7	8
AAE 11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December-19

M	T	W	TH	F
2	3	4	5	6
NSLA 9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

January-20

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February-20

M	T	W	TH	F
3	4	5	6	7
AAE 10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

(NSLA Holiday 2/10)

March-20

M	T	W	TH	F
2	3	4	5	6
NSLA 9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April-20

	T	W	TH	F
		1	2	3
	6	7	8	9
AAE 13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May-20

M	T	W		
				1
4	5	6	7	8
NSLA 11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June-20

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
AAE 15	16	17	18	19
22	23	24	25	26
29	30			

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

Date of meeting: May 13, 2019

Title: REDA Lease Agreement

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

Background: As part of the Norton Campus Expansion and relocation to Waterman North, we need to establish a new lease agreement with REDA who will become the owners of our current property as soon as the land swap with the County and City takes effect. We are accelerating the construction schedule to allow us to move to the new location as soon as possible. The 2020-2021 NSLA School Calendar will be adjusted to accommodate a mid-year move into the new campus.

Fiscal Implications (if any):

Per this agreement, we will be able to remain on the property rent-free for the 2019-2020 school year. Penalty rent in the amount of \$50,000 per month will begin in January 2021 which will remain in effect through May 31, 2021. A higher holdover rate will be put in place after that time. The Lewis Center will also be responsible to maintain the Head Start facilities during this time in order to keep their program operational. We will not be responsible for grounds keeping or custodial.

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

In order to meet the terms of our settlement agreement and continue the expansion project, we need to have a lease agreement with REDA during the construction period.

Recommendation:

Staff recommends the approval of the lease agreement.

Submitted by: Lisa Lamb, CEO/President, LCER

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

Date of meeting: May 13, 2019

Title: 2019-20 Preliminary Budget

Presentation: Consent: Action: Discussion: Information:

Background:

To review and provide detailed information about progress of the 2019/2020 budget.
Preliminary Budget is pending May Revise.

Fiscal Implications (if any):

N/A

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

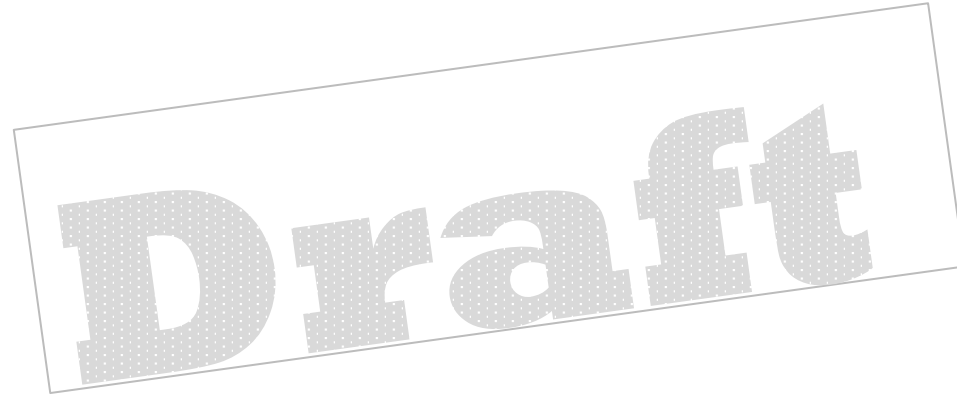
Recommendation:

Submitted by: David, Director of Finance, Finance

AAE 2019-2020 Annual Budget

#	Title	Revenue		
		Unrestricted	Restricted	Total
2000	ADA/LCFF	8,643,437.00	-	8,643,437.00
2000.1	Property Tax	1,406,094.00	-	1,406,094.00
2000.5	LCFF Supplemental	911,478.00	-	911,478.00
2000.7	LCFF Concentration	-	-	-
2001	Education Protection Act	1,997,495.00	-	1,997,495.00
2002	Lottery	204,768.00	-	204,768.00
2002.1	Lottery - Res. 6300	-	76,813.00	76,813.00
2003	Special Needs (AB602)	-	697,697.00	697,697.00
2003.1	Special Needs (Federal)	-	155,750.00	155,750.00
	MAA	30,000.00	-	30,000.00
2009	Cafeteria - Local	-	72,350.00	72,350.00
2010	Cafeteria - Federal	-	200,000.00	200,000.00
2011	Cafeteria - State	-	14,050.00	14,050.00
2505	Title I	-	158,154.00	158,154.00
2515	Title II	-	32,572.00	32,572.00
2250	Athletics	-	30,000.00	30,000.00
6800	ROTC	79,213.00	-	79,213.00
Total Revenue		13,272,485.00	1,437,386.00	14,709,871.00

Title	Unrestricted	Restricted	Total
Reserves - 2.5%	329,082.00	-	329,082.00
Tetra	685,000.00	-	685,000.00
Interest Exp.	274,500.00	-	274,500.00
Bond Payment	135,000.00	-	135,000.00
Contribution to LCER - Nurse	67,783.00	-	67,783.00
Contribution to LCER - SPED Admin	-	116,346.00	116,346.00
Contribution to LCER - 11.75%	1,546,684.00	-	1,546,684.00
Grand Total Revenue	10,234,436.00	1,321,040.00	11,555,476.00

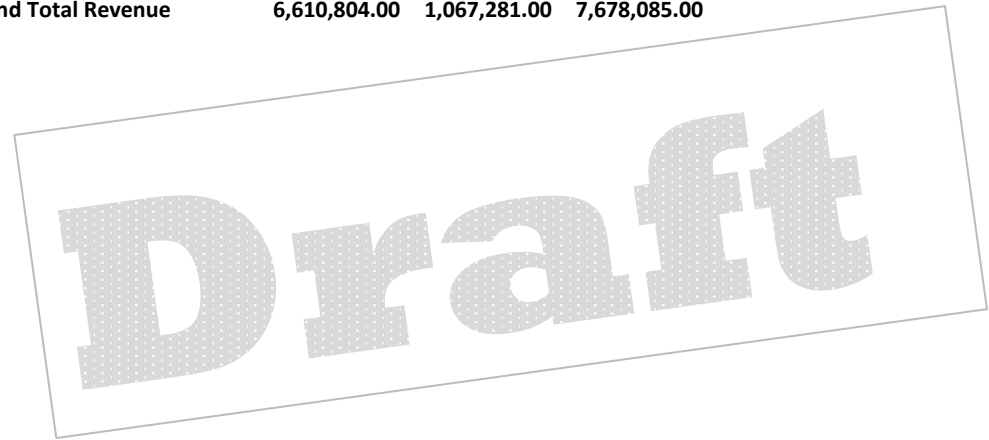


	Unrestricted Programs					Restricted Programs					Total
	AAE General	Stipends	Athletics	ROTC	IT	Facilities	SPED	Food Services	Title I	Title II	
Certificated	4,832,142.00	-	89,365.00	173,976.00	-	-	488,874.00	-	101,776.00	-	5,686,133.00
Certificated Hourly	78,862.00	-	-	-	-	-	-	-	20,300.00	-	99,162.00
Certificated Stipends	-	\$52,406.00	\$9,750.00	-	-	-	-	-	\$3,600.00	9,250.00	75,006.00
Certificated Substitute	120,000.00	-	-	-	-	-	7,500.00	-	-	-	127,500.00
Certificated Supplemental	25,000.00	-	-	-	-	-	-	-	-	-	25,000.00
Classified	598,964.00	-	15,859.00	-	40,068.00	121,059.00	248,376.00	66,793.00	-	-	1,091,119.00
Classified Hourly	40,000.00	-	-	-	-	-	-	-	-	-	40,000.00
Classified Substitute	50,000.00	-	-	-	-	-	22,000.00	-	-	-	72,000.00
Classified Stipends	-	-	\$33,500.00	-	-	-	-	-	-	-	33,500.00
Classified Supplemental	25,000.00	-	-	-	-	-	-	-	-	-	25,000.00
Classified OT	3,000.00	-	-	-	-	1,500.00	-	-	-	-	4,500.00
Employee Benefits	855,981.00	-	18,624.00	31,659.00	6,459.00	20,485.00	57,970.00	-	6,103.00	-	997,281.00
STRS	830,959.00	8,961.00	16,948.00	29,750.00	-	-	84,880.00	-	21,491.00	1,582.00	994,571.00
PERS	177,897.00	-	10,218.00	-	8,294.00	25,059.00	55,968.00	13,826.00	-	-	291,262.00
Social Security	53,625.00	-	3,060.00	-	2,484.00	7,599.00	16,763.00	4,141.00	-	-	87,672.00
Medicare	83,708.00	760.00	2,153.00	2,523.00	581.00	1,777.00	11,118.00	968.00	1,822.00	134.00	105,544.00
State Unemployment Ins.	2,886.00	26.00	75.00	87.00	20.00	61.00	383.00	33.00	63.00	5.00	3,639.00
Workers Comp.	62,348.00	566.00	1,603.00	1,879.00	433.00	1,324.00	8,281.00	721.00	1,357.00	100.00	78,612.00
Supplies	294,515.00	-	86,805.00	-	236,400.00	20,400.00	14,000.00	197,168.00	1,642.00	-	850,930.00
Services	137,735.00	-	-	-	74,100.00	563,318.00	12,225.00	2,750.00	-	21,501.00	811,629.00
AVUSD Fees	14,061.00	-	-	-	-	-	-	-	-	-	14,061.00
Capital Site Improvements	-	-	-	-	-	30,000.00	-	-	-	-	30,000.00
Total	8,286,683.00	62,719.00	287,960.00	239,874.00	368,839.00	792,582.00	1,028,338.00	286,400.00	158,154.00	32,572.00	11,544,121.00
Revenue-Expenditures					11		(291,237.00)	-	-	-	11,355.00

NSLA 2019-2020 Annual Budget

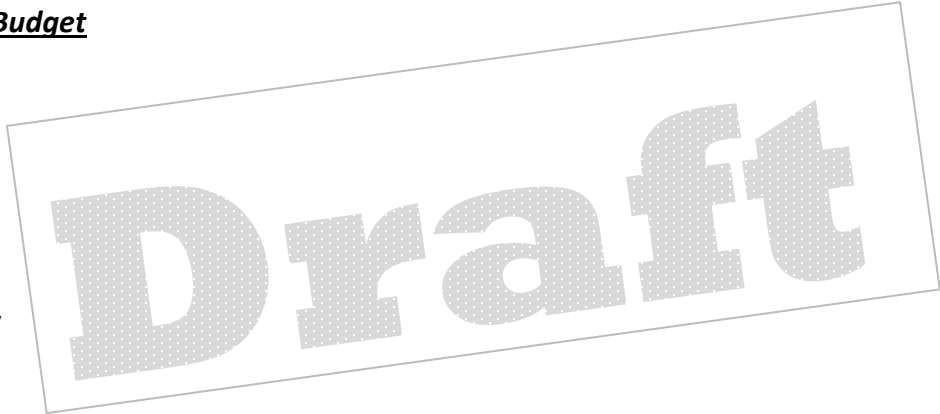
#	Title	Revenue		
		Unrestricted	Restricted	Total
2000	ADA/LCFF	5,409,314.00	-	5,409,314.00
2000	Property Tax	-	-	-
2001	LCFF Supplemental	1,009,576.00	-	1,009,576.00
2001	LCFF Concentration	750,604.00	-	750,604.00
2001	Education Protection Act	1,039,177.00	-	1,039,177.00
2002	Lottery	112,211.00	-	112,211.00
2002	Lottery - Res. 6300	-	35,066.00	35,066.00
2003	Special Needs	-	269,157.00	269,157.00
20031	Special Needs-Fed	-	96,404.00	96,404.00
	MAA	30,000.00	-	30,000.00
2009	Cafeteria - Local	-	18,100.00	18,100.00
2010	Cafeteria - Federal	-	334,425.00	334,425.00
2011	Cafeteria - State	-	25,225.00	25,225.00
	SB740	-	100,000.00	100,000.00
2505	Title I	-	235,010.00	235,010.00
2515	Title II	-	30,850.00	30,850.00
2520	Title III	-	22,682.00	22,682.00
	Title IV	-	16,708.00	16,708.00
	Before & After School Fees	75,000.00	-	75,000.00
6800	ROTC	-	-	-
	Total Revenue	8,425,882.00	1,183,627.00	9,609,509.00

Title	Set-asides/Transfers		
	Unrestricted	Restricted	Total
Reserves - 2.5%	208,022.00	-	208,022.00
Reserve for Lease/Head Start	550,000.00	-	550,000.00
SPED Contribution	-	116,346.00	116,346.00
Nursing Contribution	16,946.00	-	16,946.00
Contribution to LCER - 12.5%	1,040,110.00	-	1,040,110.00
Grand Total Revenue	6,610,804.00	1,067,281.00	7,678,085.00



	Unrestricted Programs						Restricted Programs						Total
	NSLA General	Stipends	Athletics	IT	Facilities	SPED	Food Services	Title I	Title II	Title III	Title IV		
Certificated	2,891,632.00	-	-	-	-	317,308.00	-	97,458.00	-	-	-	3,306,398.00	
Certificated Substitute	60,000.00	-	-	-	-	10,000.00	-	-	-	-	-	70,000.00	
Certificated Hourly	10,000.00	-	-	-	-	-	-	-	-	-	-	10,000.00	
Certificated Stipends	-	90,195.00	9,100.00	-	-	-	-	-	7,400.00	-	-	106,695.00	
Certificated Supplemental	18,000.00	-	-	-	-	-	-	-	-	-	-	18,000.00	
Classified	416,250.00	-	-	37,692.00	70,100.00	58,728.00	77,448.00	106,036.00	-	-	-	766,254.00	
Classified Hourly	93,500.00	-	-	-	-	-	-	-	-	-	-	93,500.00	
Classified Substitute	25,000.00	-	-	-	-	12,500.00	-	-	-	-	-	37,500.00	
Classified Stipend	-	-	3,500.00	-	-	-	-	-	-	-	-	3,500.00	
Classified Supplemental	15,000.00	-	-	-	-	1,303.00	-	-	-	-	-	16,303.00	
Classified OT	3,000.00	-	-	350.00	1,000.00	-	-	-	-	-	-	4,350.00	
Employee Benefits	466,206.00	-	-	6,991.00	13,018.00	45,614.00	-	18,348.00	-	-	-	550,177.00	
STRS	471,040.00	15,423.00	1,556.00	-	-	55,970.00	-	16,665.00	1,265.00	-	-	561,919.00	
PERS	155,305.00	-	452.00	7,802.00	14,511.00	12,426.00	16,032.00	21,949.00	-	-	-	228,477.00	
Social Security	48,252.00	-	217.00	2,359.00	4,408.00	4,497.00	4,802.00	6,574.00	-	-	-	71,109.00	
Medicare	51,227.00	1,308.00	132.00	552.00	1,031.00	5,798.00	1,123.00	2,951.00	107.00	-	-	64,229.00	
State Unemployment Ins.	1,774.00	45.00	5.00	19.00	36.00	201.00	39.00	102.00	4.00	-	-	2,225.00	
Workers Comp.	38,155.00	974.00	98.00	411.00	768.00	4,318.00	836.00	2,198.00	80.00	-	-	47,838.00	
Supplies	149,000.00	-	5,000.00	199,600.00	5,500.00	10,000.00	277,165.00	3,922.00	-	7,682.00	16,708.00	674,577.00	
Services	357,159.00	-	7,600.00	64,439.00	464,500.00	3,150.00	2,750.00	30,000.00	21,994.00	15,000.00	-	966,592.00	
Capital Site Improvements	-	-	-	-	20,000.00	-	-	-	-	-	-	20,000.00	
Total	5,270,500.00	107,945.00	27,660.00	320,215.00	594,872.00	541,813.00	380,195.00	306,203.00	30,850.00	22,682.00	16,708.00	7,619,643.00	
Revenue-Expenditures					12	(292,598.00)	(2,445.00)	(71,193.00)	-	-	-	58,442.00	

LCER 2019-2020 Annual Budget



Category	Amount	
Juno Project	74,000.00	
Bridge	17,500.00	
AVCI	22,500.00	
SPED Contribution	116,346.00	AAE-50%
SPED Contribution	116,346.00	NSLA-50%
AAE Nursing Cont.	67,783.00	
NSLA Nursing Cont.	16,946.00	70% Direct Service
AAE Contribution	1,546,684.00	11.75% LCFF/Unrestricted Lottery
NSLA Contribution	1,040,110.00	12.5% LCFF/Unrestricted Lottery
Total Revenue	3,018,215.00	

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	General Admin	AVCI	Unrestricted Programs Global Programs	IT	Facilities	Restricted Programs SPED	Total
Certificated	345,157.00	-	-	-	-	112,376.00	457,533.00
Certificated Hourly	-	21,818.00	4,500.00	-	-	-	26,318.00
Certificated Stipends	-	-	-	-	-	-	-
Classified	618,266.00	-	48,182.00	406,630.00	86,289.00	45,451.00	1,204,818.00
Classified Stipend	-	2,500.00					
Classified OT	-	-	425.00	-	-	-	425.00
Employee Benefits	181,930.00	-	5,931.00	83,389.00	13,228.00	31,851.00	316,329.00
STRS	59,022.00	3,731.00	770.00	-	-	19,216.00	82,739.00
PERS	127,981.00	-	9,974.00	84,172.00	17,862.00	9,408.00	249,397.00
Social Security	38,332.00	155.00	3,014.00	25,211.00	5,350.00	2,818.00	74,880.00
Medicare	13,970.00	353.00	770.00	5,896.00	1,251.00	2,288.00	24,528.00
State Unemployment Ins.	482.00	12.00	27.00	203.00	43.00	79.00	846.00
Workers Comp.	10,405.00	263.00	574.00	4,392.00	932.00	1,705.00	18,271.00
Supplies	\$ 13,825.00	7,000.00	1,833.00	20,000.00	4,073.00	-	46,731.00
Services	\$ 172,175.00	-	15,500.00	111,492.00	118,000.00	7,500.00	424,667.00
Capital Site Improvements					50,000.00		50,000.00
Total	1,581,545.00	35,832.00 (13,332.00)	91,500.00	741,385.00	297,028.00	232,692.00	2,977,482.00
Revenue-Expenditures			-			-	40,733.00

General Administration Supplies & Services

CEO Budget	67,000.00
Finance Budget	44,000.00
HR Budget	\$75,000.00
Total Budget	186,000.00

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

Date of meeting: May 13, 2019

Title: Board Resolution NO. 2019 - 01, Schools Excess Liability Fund – JPA Agreement Amendment

Presentation: Action Item

Background: Enclosed for your review and action is a LCER Board Resolution which proposes a revision to the SELF Joint Powers Agreement. The amendment enables compliance with CA Government Code 6509, which states that SELF must designate one of its members as a contracting party. This means that whatever procedural rules apply to that member’s agency to exercise its powers to operate will also apply to SELF. The amendment is non-substantive and has no fiscal/liability impact on the Lewis Center.

The Orange County Department of Education, an active SELF member since 1986, has agreed to be named as SELF’s designated contracting party and the revision to the JPA Agreement has been drafted by SELF’s general counsel, and approved by the SELF Board of Directors. Now, per the JPA Agreement, it must be ratified by the parties to the agreement. All active SELF members are parties to the agreement.

In addition to the LCER Board Resolution, is a cover letter from SELF’s CEO, Dave George, along with the proposed agreement amendments. The changes to the agreement are identified in red.

Fiscal Implications (if any): NONE

Impact on Mission, Vision or Goals (if any): Ensure compliance with CA Government Code

Recommendation: Approve resolution amending SELF JPA Agreement

Submitted by: Stacy Newman, Human Resources Director

RESOLUTION NO. 2019 - 01

**Resolution of the Board of Directors of the Lewis Center for Educational Research
Adopting an Amended SELF JPA Agreement**

WHEREAS, the Lewis Center for Educational Research joined Schools Excess Liability Fund (SELF) to self-fund excess liability coverages; and

WHEREAS, the SELF Board of Directors has approved and recommends the amendment dated December 7, 2018 for approval; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lewis Center for Educational Research that the Board of Directors does hereby adopt the proposed amendment to the SELF JPA Agreement, a copy of which is attached hereto and shall be on file with the Executive Assistant and available to the public for inspection and copying.

APPROVED AND ADOPTED this 13th day of May, 2019

Chairman, Board of Directors
Lewis Center for Educational Research

ATTEST:

Secretary, Board of Directors
Lewis Center for Educational Research



Schools
Excess
Liability
Fund

MEMORANDUM

To: SELF Members

From: Dave George, Chief Executive Officer

Date: April 24, 2019

Subject: Schools Excess Liability Fund – JPA Agreement Amendment

Dear SELF Member,

BACKGROUND

Enclosed for your review and action is a proposed revision to the SELF Joint Powers Agreement. The amendment enables compliance with Gov. Code 6509, which states that SELF must designate one of its members as a contracting party. This means that whatever procedural rules apply to that member’s agency to exercise its powers to operate will also apply to SELF. The amendment is non-substantive and has no impact on your district/JPA from either a financial or liability perspective.

The Orange County Department of Education, an active SELF member since 1986, has agreed to be named SELF’s designated contracting party and the revision to the JPA Agreement has been drafted by SELF’s general counsel and approved by the SELF Board of Directors. Now, per the JPA Agreement, it must be ratified by the parties to the agreement. All active SELF members are parties to the agreement.

The changes to the agreement to gain compliance with GC. 6509 are as follows:

- Page 1: First paragraph has been updated naming the document as the Sixth Amendment to the Agreement and to state the effective date of the amended agreement
- Page 2: Under Section I. Definitions - the definition for Contracting Party has been added as Item F. in keeping with the alphabetical order for the definitions
- Page 6: Under Section III. Administration - Item T has been amended to name the Orange County Department of Education as the designated contracting party.

(Continued)

1531 "I" Street
Suite 300
Sacramento, CA 95814
(916) 321-5300
(916) 321-5311 fax
www.selfjpa.org



A Public Agency
Joint Powers Authority



Schools
Excess
Liability
Fund

Page 2

ACTION NEEDED BY YOU

We need you to place this item on your next available school district board agenda for approval. Your Board will need to adopt a resolution stating that it accepts the amendment to the JPA Agreement. We have provided a sample resolution that you can customize for that purpose, and instructions on uploading that executed resolution along with a copy of the signature page to the amended agreement to a secure online site will be provided to you in an email from TrueBallot, Inc., the company handling the amendment vote for us.

Please do not hesitate to contact SELF's Director of Communications & Member Services Lois Gormley if you have any questions or need further assistance with this matter. Her direct line is 916-553-3203 or she can be reached by email at lois@selfjpa.org.

We greatly appreciate your membership in SELF and hope to make this process as easy as possible for all you.

1531 "I" Street
Suite 300
Sacramento, CA 95814
(916) 321-5300
(916) 321-5311 fax
www.selfjpa.org

Sincerely,

Dave George, ARM
Chief Executive Officer



A Public Agency
Joint Powers Authority

**SIXTH AMENDMENT AND RESTATEMENT OF THE
SCHOOLS EXCESS LIABILITY FUND
A JOINT EXERCISE OF POWERS AGREEMENT
Among Specified Public Educational Agencies
for the Management, Operation and Maintenance
of Risk Pooling and Insurance Programs for
Excess Liability, Property, Workers' Compensation and other Programs**

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THIS DOCUMENT constitutes the Sixth Amendment and Restatement of the Schools Excess Liability Fund Joint Powers Agreement (hereinafter "Agreement") effective December 7, 2018. This Agreement supersedes that original Agreement dated March 1, 1986 as well as all prior amendments thereto. Pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 of the Government Code of the State of California (commencing with Section 6500 thereof) relating to the joint exercise of common powers, this Agreement is entered into among those **public educational agencies** as defined in this Agreement, which are or may hereafter become **parties** to this Agreement, for the purpose of operating an **Authority** to be known and designated as "Schools Excess Liability Fund," hereinafter referred to as SELF.

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WITNESSETH

WHEREAS, the public interest requires and it is to the mutual benefit of the **parties** hereto to join together to establish and operate cooperative **programs** of risk pooling, insurance and risk management for excess liability, property, workers' compensation and other **programs**, and

WHEREAS, the operating of such cooperative **programs** is of such magnitude that it is necessary for the **parties** to this Agreement to join together to accomplish the purposes hereinafter set forth, and

WHEREAS, each of the **public educational agencies** which is a **party** to this Agreement has the power to establish, manage, operate and maintain **programs** of excess risk pooling and insurance for liability, property, workers' compensation and other **programs**, and

WHEREAS, Title I, Division 7, Chapter 5, of the California Government Code authorizes the joint exercise by two or more public agencies of any power which is common to each of them;

NOW THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this Agreement by other **public educational agencies**, each of the **parties** hereto does agree as follows:

(Throughout this Agreement, words and phrases that appear in bold type have special meanings. They are defined in Section I, below.)

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I. DEFINITIONS

Unless otherwise stated herein, for purposes of this Agreement the following words shall have the meanings stated:

- A. **Agreement** means this Joint Powers Agreement executed by parties to **SELF**.
- B. **Authority** means **SELF**.
- C. **Board** means the **Board** of Directors of SELF as established by this Agreement and the Bylaws.
- D. **Bylaws** means the **Bylaws** by which SELF is to be governed.
- E. **Claim** means that portion of a settlement, judgment, compromise and release, award, **claim** or other covered loss, which exceeds or is likely to exceed a **party's retained limit** as specified in the appropriate **Memorandum of Coverage**. **Claim** costs shall include expenses as defined in such **Memorandum of Coverage**.
- F. **Contracting party** means that Party designated by the Board pursuant to Government Code section 6509.
- G. **Contribution** shall mean money, including, but not limited to, special assessments, paid by a **party** to SELF in return for the services and coverage outlined in the appropriate **Memorandum of Coverage**.
- H. **Fiscal year** means the period of time commencing on July 1 and ending the following June 30.
- I. **Fund** means a sum of money established for the purpose of carrying out this Agreement. A separate **fund** shall be established for each **program**.
- J. **Member** means a person duly elected or appointed to the **Board** of Directors as provided for in this Agreement.
- K. **Memorandum of Coverage** means a document specifying terms, conditions, coverages, and limits of liability for a **program** operated by SELF.
- L. **Party** means a **public educational agency** which is a **party** to this Agreement.
- M. **Program** means liability, property, workers' compensation, or other coverage programs authorized by the **Board**.
- N. **Public educational agency/agencies** means any public school district, community college district, county board of education/county superintendent of schools, regional occupational programs/centers, The California State University or other public entity

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providing educational programs or services to the community, or such joint powers agencies/authorities consisting of one or more of the foregoing and serving the interests of the public entities detailed in this Agreement.

II. PURPOSE

The purpose of this Agreement is to establish, operate, and maintain and/or fund pooling and insured **programs** for excess liability, property, workers' compensation and other **programs** approved by the **Board**, the function of said **programs** being within the power common to each of the **parties** to this Agreement.

III. ADMINISTRATION

SELF shall be governed by a **Board** of Directors, which shall be established and shall operate as follows:

- A. With the exception of the two *ex-officio* positions, eligibility for membership on the **Board** shall be limited to employees of **public educational agencies** that are **parties** to the SELF **Agreement** as defined. Only the designated primary **Board member** or alternate **Board member** may represent that **member's** constituency.
- B. Membership: The **Board** of Directors shall consist of sixteen elected and one appointed voting **members** and two *ex-officio* **members**, as follows:
 - 1. There shall be four elected **members** from community colleges, two representing the South and two representing the North (See Appendix I);
 - 2. There shall be one elected **member** from each of the **SELF Areas** one, two, three and four (See Appendix I);
 - 3. There shall be two elected **members** from **SELF Area** five (See Appendix I);
 - 4. There shall be six elected **members** from **SELF Area** six (See Appendix I);
 - 5. There shall be one *ex-officio* **member** from the State Community College Chancellor's Office;
 - 6. There shall be one *ex-officio* **member** from the Office of the State Superintendent of Public Instruction; and
 - 7. There shall be one **member** appointed by the Chancellor of The California State University for so long as The California State University is a **party** to the SELF **Agreement**.
- C. Election: Each **party** to the **Agreement**, with the exception of The California State University, shall be entitled to submit one ballot for the election of **members** within its

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SELF Area. Elected **Board members** shall begin their term of office July 1, following the election.

- D. Alternates: The **Board** shall appoint alternates for each **member**. The **Board** may consider recommendations from **members** when making such appointments. Alternates shall serve at the pleasure of the **Board**.
- E. Term of Office: Elections shall be held every two years. Each **member** shall serve for a period of four (4) years. The terms of office for the **members** from the State Community College Chancellor's Office, the Office of the State Superintendent of Public Instruction, and The California State University shall be determined by the appointing authority.
- F. Vacancies of the **Board**: In the event that a **member** is unable to fulfill his/her term of office, the **Board** shall, at its discretion, appoint a replacement to serve the remainder of the **member's** term. In the event that a **member** is an employee or agent of a **party** giving notice of withdrawal, pursuant to Article XV of these Bylaws, such **member** shall be deemed to have resigned from the **Board** as of the date of the notice, even though the effective date of the resignation occurs at the end of the fiscal year.
- G. SELF shall comply with the Ralph M. Brown Act (Government Code § 54950 *et seq.*) to the extent required by law.
- H. Quorum: Except as otherwise required by the **Agreement** and these **Bylaws**, a quorum of the **Board** shall consist of a majority of the voting **members** of the **Board** or when applicable (*e.g.*, due to **Board member(s)** absence from a meeting), **Board** alternates.
- I. Attendance at Meetings: All **members** or their alternates shall attend all meetings of the **Board**. If a **member** or alternate fails to attend two consecutive meetings, the **Board** may declare a vacancy in that office.
- J. Voting: With the exception of *ex-officio* positions, each **member** or, when applicable, alternate, shall have one vote, which may be cast on any issue before the **Board**. Except as otherwise permitted by Sections 54950, *et seq.* of the California Government Code, no proxy or absentee votes shall be permitted. Except as otherwise provided in these **Bylaws**, a vote of a majority of the primary or alternate **Board members** in attendance shall be sufficient to constitute action, provided a quorum is established.
- K. **Board Officers**: The officers of the Board shall consist of a chairperson, vice chairperson, secretary and comptroller. The officers shall be elected by the **Board** from among themselves on a single vote per **member** basis. The term of office for officers shall be two (2) years.
- L. Notice of Meetings: Except for special meetings, notices of meetings shall be sent by mail to each **member** and alternate no less than thirty (30) days before regularly scheduled meetings.
- M. Conduct of Meetings: Unless otherwise determined by the **Board**, meetings shall be conducted pursuant to the most current edition of "Robert's Rules of Order."

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- N. Minutes: The secretary shall cause to be kept minutes of all open-session meetings of the **Board** and shall, as soon as possible after each meeting, cause a copy of the minutes to be provided to each **member** and alternate.
- O. Expense Reimbursement: Members or alternates shall receive reimbursement for travel and *per diem* expenses incurred in accordance with policy established by the Board. Members or alternates shall not receive any other form of reimbursement.
- P. Indemnification: **Board members** and their alternates are indemnified, by the **Agreement**, and SELF does hereby agree to indemnify and hold them, and each of them, severally and jointly, harmless against and free from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amount whatsoever actually and reasonably incurred or threatened by reason of, or as a result of, their official participation and actions in pursuance of the execution and administration of the **Agreement** and the operation of the **Authority** created thereunder, including but not limited to amounts arising out of or by any judicial or quasi-judicial action or proceeding, whether civil, criminal, administrative or investigative, on condition that it appear to the satisfaction of the **Board** that the indemnitee acted in good faith and in a manner reasonably believed by him or her to be in the best interest of SELF, or that such a person had no reasonable cause to believe that his or her conduct under the circumstances was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or plea of *nolo contendere* or its equivalent shall not for purposes of the Agreement and these **Bylaws** of itself create any presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of SELF, nor any presumption that such a person had reasonable cause to believe that his or her conduct under the circumstances was unlawful. This provision of indemnity shall not be construed to obligate SELF to pay any liability, including but not limited to, punitive damages, which by law would be contrary to public policy or itself unlawful. The **Board**, at its discretion, may self-fund or provide for errors and omissions insurance policy coverage for the directors and officers and employees of SELF, at the expense of SELF.
- Q. Meetings: The **Board** may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least two regular meetings each year. The date, time and place for the regular meetings shall be fixed by the **Board**. Such meetings shall be publicly noticed prior to the meeting by the **Board**. All meetings of the **Board** shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Sections 54950, *et seq.* of the California Government Code), and as augmented by rules of the **Board** not inconsistent therewith. A calendar shall be distributed to all primary and alternate **Board members**, and to any person who has filed a written request seeking notice of **Board** meetings, and shall provide notice solely of regular (*i.e.* not special or adjourned regular or special) meetings. The **Board** may hold additional meetings as determined by the **Board** and consistent with the Brown Act. Except as otherwise provided or permitted by law, all meetings of the **Board** shall be open and public. The **Board** shall cause to be kept minutes of its meetings, and shall promptly transmit to the primary **members** of the **Board** and their alternates, true and correct copies of the minutes of such meetings.

R. The **Board** shall designate its principal office as the location at which it will receive notices, correspondence, and other communications, and shall designate one of its primary **members** or employees as an officer for the purpose of receiving service on behalf of the **Board**. The **Board** shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the State Controller.

S. The Board may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, this **Agreement** and the **Bylaws**.

T. Consistent with Government Code section 6509, ~~SELF hereby designates the Orange County Department of Education as the **contracting party** whose restrictions upon the manner of exercising powers described in Government Code section 6509 shall also apply to SELF. In the event that the **contracting party** ~~Orange County Department of Education~~ ceases to be the **contracting party**, the Board may designate a new **contracting party** to take the place of the terminating **contracting party** by formal resolution of the Board with written consent of the new **contracting party**.~~ shall amend this Agreement to designate a new **party** as the **contracting party**.

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U. Administration: The **Board** shall, either directly or by contract, perform the following services:

1. Provide for payments of **claims** in accordance with this **Agreement** and the **Bylaws**.
2. Establish yearly **contributions** and loss reserves for each **program** and return of **contributions**/rate credits, if appropriate. Pursuant to the payment of the required **contributions** by each **party** to SELF, SELF shall issue to each **party** a **Memorandum of Coverage** indicating the coverage provided to the **party** by SELF and the exchange of services, if any. The coverage provided by such **Memorandum of Coverage** will begin for each **party** on the date set forth in the declarations of the **Memorandum of Coverage** and will expire at the end of the **fiscal year**.
3. Provide a strict accountability of all **funds** for each **program** and a report of all receipts and disbursements.
4. Provide for pooled or insured **excess coverage** above the **retained limit** as specified in the respective **program Memorandum of Coverage**.
5. Provide, when necessary, for legal representation in defense of **claims** expected to exceed the **retained limit**.
6. Provide for annual audit of the **funds** by an independent Certified Public Accountant.

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7. Provide for management reports, including but not limited to, actuarial analyses, claims audits and special reports.
8. Prepare and maintain **claim** files and other records and cause same to be retained.
9. Provide for, when necessary, investigation of **claims**.
10. Provide information in defense of **claims**.
11. Authorize the allowance, compromise, settlement or rejection of **claims**.
12. Prepare all notices and reports and otherwise prepare all matters necessary to comply with the provisions of state law and other legal directives.
13. Prepare a Policy and Procedures Operating Manual to be followed by each of the **parties** hereto.
14. Except as otherwise provided in this **Agreement** and the **Bylaws**, the **Board** shall have the authority to make and enter into contracts, employ agents and employees, acquire, hold and dispose of real and personal property, incur all debts, liabilities or obligations as is necessary to administer and carry out the purposes of the Authority, file suit, and enter into such settlements as may be beneficial to SELF, as determined by the **Board**.
15. Appoint a **custodian** to be the depository and have custody of all the money of SELF pursuant to the California Government Code, Section 6505.5. Such **custodian** shall perform those functions as required by said Code and other applicable law.
16. Establish bank accounts and/or trust funds as appropriate.
17. Provide procedures for election of the **Board** of Directors.
18. Provide for other services as necessary.

IV. BYLAWS

SELF shall be governed by this Agreement and the **Bylaws** which are incorporated herein by reference. **Parties** to this Agreement are bound by the provisions of the **Bylaws**. In the event that there is a conflict in the provisions of this Agreement and the **Bylaws**, this Agreement shall prevail over the **Bylaws**.

V. TERM OF AGREEMENT

This Agreement shall continue in effect unless and until it is terminated as provided for in Section IX of this Agreement.

VI. MEMBERSHIP

- A. Eligibility: **Public educational agencies** within California may become **parties** to this Agreement upon application to and approval by the **Board**. **Parties** may participate in any one or more **programs** operated by SELF.
- B. Successors: Should a **party** to this Agreement reorganize in accordance with State law, the successor or successors in interest to such **party** may be substituted as a **party** or **parties** to this Agreement, and such substitution shall become effective upon the filing with the **Board** of an assignment by such **party** to its successor or successors in interest of all of said **party's** rights and obligations hereunder, provided such assignment is fully executed by the **party** to this Agreement and its successors.

VII. WITHDRAWAL OF A PARTY

A **party** to this Agreement may cease to be a **party** hereto or may discontinue participation in any **program**, and may withdraw as a **party** to this Agreement or from any **program**, in the manner hereinafter provided:

- A. Three (3) Fiscal Years' Participation: No party to this Agreement may withdraw from a program until it has been a party to such program for at least three (3) consecutive, full fiscal years.
- B. Resolution of Withdrawal: To effect withdrawal from this Agreement, or from any **program** (e.g., Liability or Worker's Compensation) in which a **party** is participating, such **party**, by its governing body, shall adopt a resolution stating that it is going to withdraw from SELF or from the SELF program, effective July 1 of that year or the following year.
- C. Notice of Withdrawal: A **party** that is going to withdraw shall cause to be sent to the **Board** a true copy of the resolution of its governing body stating that it is going to withdraw.
- D. A **party** which is going to withdraw shall serve its notice of withdrawal upon the **Board** in the manner provided in this **Agreement** (at **Section XIV** hereof, *infra*) for the giving of notice. As long as the notice of withdrawal is received in the SELF office by the close of business on December 31, the notice shall be effective on the last day of SELF's **fiscal year** during which the notice of withdrawal was given. If the notice of withdrawal is received in the SELF office after the close of business on December 31, the effective date of such withdrawal shall be on the last day of SELF's **fiscal year** following the fiscal year in which the notice was given.
- E. Continuing Obligations of a Withdrawing **Party**: A **party** withdrawing from a **program** may be entitled to a share of any equity distributions, if any, or be liable for its share of any assessments, if any, declared by the **Board**. After considering reserves for **claims**

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reported and **claims** incurred but not reported, the **Board** shall make a determination as to whether to declare any equity distribution or impose any loss assessment, that is based on the overall fiscal impact of the withdrawal on the **program** pool, and that fosters the preservation of the fiscal integrity of the **program** pool. In no event will any equity distribution be made to a withdrawing **party** until after five (5) years have elapsed from the date the **party** withdrew from the **program**. In addition, the withdrawal of a **party** from a **program** shall not relieve such **party** of any obligations that such **party** otherwise has in connection with **claims** which arose while said withdrawn **party** was a participant in such **program**.

VIII. INVOLUNTARY TERMINATION OF MEMBERSHIP IN SELF

- A. A **party** may be involuntarily terminated from **SELF** for failure to pay contributions or assessments to **SELF** when due; failure to report claims in a timely manner; failure to comply with the provisions of the **Memorandum of Coverage, Agreement, or Bylaws**; or for other good cause as determined by the **Board**. In the event of such termination, the terminated **party's** equity or deficit position while a participant in any **SELF program** will continue to be reflected in the records and reports required under "**Article XIII, Accounts and Records**," in the **Bylaws**, and the provisions of **Section VII, Paragraph E** of this **Agreement**, *supra*, shall also apply to such terminated **party**.

IX. TERMINATION OF AGREEMENT

The governing bodies of the **parties** may determine that the public interest will not be served by the continuance of this Agreement. In such event, by a two-thirds (2/3) vote of the total number of **parties** voting in favor of termination, this Agreement shall be terminated effective at the end of the **fiscal year** specified by such parties at the time of voting. The **Board** shall provide for the continued administration of **SELF** business during the period of up to ten (10) years as referred to in Section X, *infra*.

X. DISTRIBUTION OF PROPERTY AND MONIES UPON TERMINATION OF THIS AGREEMENT

- A. Reserve Account: Upon any termination of this Agreement, the **Board** shall provide or cause to be provided, **program** reserve accounts for a period of up to ten (10) years for the purpose of paying all legal obligations hereunder, and such obligations shall include but not be limited to, all payments required to be established for the purpose of paying **claims**, and any other legal obligations incurred by the **Board** pursuant to this Agreement. At the end of such period of up to ten (10) years, the **Board** or its designee shall make no more payments in connection with **claims** which arose while the Agreement was in effect and any such liability shall revert to the individual **parties** to this Agreement. In lieu of liabilities reverting to the individual parties, the Board may, at its discretion, arrange for the transfer of such liabilities through the purchase of commercial insurance.

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- B. Distribution of Assets: Upon termination of this Agreement, all assets remaining after the establishment of the reserve accounts shall be distributed to the then current **parties** to this Agreement in proportion to each **party's** cumulative **contributions** relative to the cumulative **contributions** of all **parties**.

XI. LIABILITIES

- A. **Claims** Indemnification and Hold Harmless: Each **party** to this Agreement shall be liable for its *pro rata* share of all of the debts and liabilities of the **parties** hereto for **claims**. A **party's pro rata** share shall be determined by such **party's** cumulative contributions and assessments relative to the cumulative contributions and assessments of all **parties** to this Agreement. To achieve such purpose, each **party** hereby indemnifies and holds harmless the other **parties** for any loss, cost, or expense that may be imposed upon such other **party** in excess of such *pro rata* liability. The rules for interpreting indemnity agreements as set out in Civil Code Section 2778 are hereby expressly made a part of this Agreement.
- B. Other Debts, Liabilities and Obligations: Except as otherwise provided in paragraph A of this Section, the debts, liabilities and obligations incurred in the administration of this Agreement shall not constitute any debt, liability or obligation of any of the individual **parties** to this Agreement, and the **Board** as administrator of this Agreement may insure all or any part of any liability incurred by it hereunder. The cost of such insurance shall be an administrative expense of the **Board** and it shall be expended from the appropriate **funds** in the same manner as other administrative expenses.

XII. AMENDMENTS TO THIS AGREEMENT

- A. Any amendment to this Agreement shall require that once a majority of the **parties** to the Agreement have voted on a proposed amendment properly approved by the SELF **Board**, approval by two-thirds (2/3) of the voting **parties** shall be sufficient to enact the proposal. As to amendments to this Agreement, a **party** may cast an individual vote or a joint powers agency whose members are **parties** to this Agreement may cast the votes on behalf of all of its members, so long as the joint powers agency and its members have expressly so agreed, in writing.
- B. Proposed Amendments: Any **party** to this Agreement may at any time propose amendments to this Agreement. Any proposed amendment shall first be submitted to the **Board** for study and recommendation. The **Board** shall have a reasonable time within which to make such study and to submit its recommendations to the **parties**. Recommendation for adoption of an amendment shall occur at a meeting wherein two-thirds (2/3) of the **members** are present and at least three-fourths (3/4) of such **members** vote for adoption. A copy of the proposed amendment, together with the **Board's** report and recommendation, shall be sent to all **parties** for action by their governing bodies

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either approving or rejecting the amendment. If the proposed amendment does not receive approval by vote of the **Board**, no further action shall be required.

- C. Action on a Proposed Amendment: When the **Board** submits to the **parties** a proposed amendment for action, the **Board** shall specify thereon the deadline for action by the **party** or **parties**. Within the deadline specified, each **party** shall consider the proposed amendment and take action, either approving or rejecting it, and a copy of such action shall be filed with the **Board**. Responses must be post-marked on or before the deadline, in order to be counted. In the event fifty per cent (50%) of the parties have not responded by the deadline, the **Board** may, at its discretion, extend the deadline.
- D. Effective Date of Amendment: Unless otherwise stated in the amendment, the effective date of any amendment shall be on July 1 following its adoption.

XIII. TORT LIABILITY

Section 895.2 of the Government Code imposes certain tort liability jointly upon public entities solely by reason of such entities being **parties** to an agreement as defined in Section 895 of said Code. Therefore, the **parties** hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, each assumes the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve this purpose, each **party** hereby agrees to indemnify and hold harmless the other **parties** for any loss, cost or expense that may be imposed upon such other **parties** solely by virtue of Section 895.2 of the Government Code.

XIV. NOTICE AND SERVICE THEREOF

Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the party giving, and duly authorized to give, such notice. Notices to SELF shall be delivered to SELF's principal place of business, which is currently 1531 "I" Street, Suite 300, Sacramento, California 95814.

XV. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions, and provisions shall not be affected thereby.

XVI. MISCELLANEOUS

- A. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer.

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- B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.
- C. By execution of this Agreement the executing party certifies that it has read the currently adopted **Bylaws**, and agrees to comply therewith and with future **Bylaws** as approved by the **Board** in the exercise of its powers under this Agreement.

XVII. EFFECTIVE DATE

Notwithstanding Article XII, Paragraph D, this Agreement shall become effective immediately upon its adoption by two-thirds (2/3) of the parties voting thereon, as more specifically set forth in Section XII, Paragraph A., *supra*.

IN WITNESS WHEREOF, each of the parties hereto has caused this **JOINT POWERS AGREEMENT** to be executed as an original counterpart by its duly authorized representative on the date indicated below.

Date: _____

Name of Public Educational Agency: _____

Address: _____

City, State: _____ **Zip Code:** _____

Telephone Number: _____ **Facsimile Number:** _____

School District Number: _____

By: _____

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**Lewis Center for Educational Research
STAFF REPORT**

Date: May 13, 2019
To: LCER Board of Directors
From: Lisa Lamb
Re: President/CEO Report

Goal 1: Build the financial capacity of the LCER, including key provisions for sustainability.

Ongoing

The Finance team continues to review our operating expenditures and regular practices to continue to provide for the campuses, but at a high level of efficiency. We are scheduled to attend the Schools Services of California May Revise presentation on May 21st and then Capital Advisory May Revise on May 23rd to confirm the direction of the governors 2019/2020 annual budget to be able to develop and finalize the budget.

The Exec Team is continuing its efforts to evaluate all areas of the budget and spending practices with the desire to address the growing need of compensation comparison for our faculty at all positions.

Budget

The Finance Department has been meeting with Principals and Directors to go over preliminary Budget for the 19-20 Fiscal year. Attached in the packet, you will see that we have been able to meet all obligations including identifying that with the early increases to COLA, LCER is identifying that there is a lower financial obligation per campus by 1% bringing the targeted oversite/back office support to 12.5%. This will support the campuses with their daily operations while also continuing to provide the most amount of money directly in the classroom.

NSLA Campus Financing

We have begun discussions with our Financial Advisor, John Phan to address our current financing incurred during the consolidation of AAE and the impact of financing for the expansion and development of a new NSLA campus. During these conversations we are evaluating the risks and rewards in the different financing models and will be meeting with representatives of Union Bank to be better aware of the financial needs. Financing will need to be completed by the time we complete CEQA approval by the City, which is slated to be approved at the beginning of December.

Goal 2: Develop and maintain facilities to meet the TK-12 needs at both campuses.

AAE

A new water bottle filler was donated by the AAE PTC and was installed behind C Building near the outdoor seating area over Spring Break. The grading near the softball fields will be completed soon to comply with the Town of Apple Valley's permit requirements. The damaged van was removed and donated to a local trade school. Additional clean up efforts to remove excess structures and broken furniture are ongoing. This will improve the overall appearance and safety of the campus.

NSLA:

Facilities has increased the agreement with an outside pest control company to support in the continued efforts to combat against unwanted pests in and around the work spaces on campus.

Facilities met with outside custodial company regarding the expectations of daily and deep cleaning with the urgency placed on improving the sanitary conditions for daily, weekly and monthly use. Facilities has been able to identify the cause of the “swamp-like” condition on the athletic field and have corrected all necessary items to make it safe for students. During the summer break, we are anticipating on bringing in a mixture of sand and dirt to overlay the entire athletic field to support in the leveling the field to help reduce the number of injuries our students have experienced this school year. We will also grade the Foisy play area to help reduce the high vs. low areas of the area.

Local Programs

We are currently working with the Goldstone staff and Apple Valley Unified School District to prepare the Apple Valley Center for Innovation campus for future program expansion, including the delivery of the Science on a Sphere by NASA Headquarters. This sphere is 68” and currently has over 1,000 programs to teach K-12 scientific concepts. The Science on a Sphere will be incorporated into teacher professional development and student field trips, as well as future public access.

*The principals and executive staff will continue to work closely with our Facilities Department to ensure that the campuses are maintained in such a way as to support a safe and welcoming environment for students, staff and visitors.

Goal 3: Strengthen the academic program resulting in increased student mastery.

Both schools are currently administering the Smarter Balanced California Assessment of Student Performance and Progress (CAASPP) in grades 3-8 and 11. AAE High School students are also taking the AP tests this month.

Academic Goals for 2018-2019 SY

AAE:

- Adopt and implement new CCSS aligned Math Curriculum K-5
- Professional Development on new Math curriculum
- Continued Professional Development on Carnegie Learning Math 6-12
- Ongoing Professional Development on Benchmark ELA K-5

Progress toward goals:

Pilot TK-5 math curriculum

- August meeting with 3 different math publishers
- SWUN Math - Pilot Feb 2019-March 2019
- iReady Math - Pilot April 2019-June 2019
- In May, staff will decide between two publishers, order and inform stakeholders

NSLA:

- Continue to strength the academic program in middle school
- Continue to build integrated STEM offerings in all grades
- Continued Swun Professional Development for staff and parents
- Adopt and implement new NGSS curriculum in grades TK-5
- Continue GLAD Professional Development

Progress Toward Goals:

- Administration will provide Middle School teams with more structured planning days.
- Increase in Instructional minutes for grades 6-8 beginning in 2019-2020
- Grade level teams will continue to attend NGSS trainings at AVCI
- NSLA Science Committee has written a science vision for NSLA

- NSLA Science Committee has presented at staff meeting and shared resources and ideas that can be implemented in the classroom
- NSLA admin, in collaboration with director of fiscal services, will determine budget expenditures that will support with the ongoing SWUN professional development and coaching.
- NSLA will meet with publishers to learn about different NGSS frameworks/curriculum that will be most effective in Dual Language Classrooms.
- NSLA conference attendee will visit NGSS curriculum vendors/publishers to research curriculum.
- NSLA admin, in collaboration with director of fiscal services, will determine budget expenditures that will support with the ongoing GLAD professional development

Goal 4: Recruit, develop and retain a highly qualified staff.

Task Force

The task force committees for the NSLA Expansion have continued to meet. As part of this work, we have decided to restructure NSLA’s administrative team to meet the needs of the growing campus. Next year, Toni Preciado will move into the role of Teacher on Assignment where she will continue to focus on teacher professional development and support and curriculum and instruction, as well as oversee the Rocket Lab for student intervention. We will hire a new Vice Principal to assume administrative tasks and support the program expansion and development.

Ongoing

HR department has weekly meetings to review and set goals and objectives for continued recruitment efforts as well as researching modern alternative recruitment techniques that are still relevant for the areas surrounding each site. New efforts for job postings include: local radio ads, advertising on Craigslist, Indeed, social media, Daily Press, and other online job boards. This expanded reach has shown positive results, especially in the area of classified positions.

The schools continue to support for teachers enrolled in or mentoring in the beginning teacher induction program. The HR department held a second FRISK/Performance Evaluation training for new supervisors in April. Additionally, they are working with executive team and teachers in review of the post-hire new employee orientation process.

The HR department continues to follow up on all student and employee accidents/injuries to evaluate potential safety concerns and coordinate with facilities to clear any hazards. Additionally, the HR department is working with staff on a variety of waivers and credentialing areas to offer a wide variety of instruction while maintaining compliance.

Goal 5: The Lewis Center for Educational Research will communicate and operate under a common vision, mission, goals and objectives.

The Lewis Center Foundation held the Annual Gala on April 26th at the Hilton Garden Inn. The gala was an opportunity to raise capital funds to support building projects on both campuses as well as an opportunity for staff and stakeholders to socialize and build rapport. Additionally, the Lewis Center was able to recognize Tom Hoegerman, Angel Arrington and Paul Rosell. The Lewis Center Foundation Board worked tirelessly over many months to organize the gala which raised approximately \$20,000 to support the capital campaigns for both schools. Special recognition should be given to Marcia Vargas, Michael Clark, Teresa Dowd who facilitated all aspects of the event in coordination with the entire Foundation Board.

The Executive Team is planning the joint All Staff meeting for May 22nd. This meeting will allow all staff to hear organizational updates, receive training and learn about upcoming budget considerations.

Stacy Newman and Ryan Dorsey have participated in the Victor Valley Chamber of Commerce’s Leadership Victor Valley program this year. Founded in 1995, Leadership Victor Valley is organized by the Victor Valley Chamber of Commerce to develop community-minded business and civic leaders. This interactive program provides a behind-the-scenes view of the issues that impact the region’s economic prosperity and

quality of life while developing and refining individual skills to better serve in leadership roles within their organization and in our community.

Participants receive a comprehensive overview of the High Desert area - its realities, opportunities, and challenges. Sessions move to various locations throughout the Victor Valley and provide students with a unique opportunity to meet key business and government leaders who play integral roles in the region by way of tours, panels, and speakers. Class speakers address not only the facts, but also perspectives, challenges, and opportunities in highly interactive sessions. Participation in this program has significantly increased our ties within the High Desert community.

On 4/25/19, 5:28 PM, "dawn middleton" <dawnmiddleton77@yahoo.com> wrote:

Hi Lisa,

I wanted to check in with you since my son is so close to completing 8th grade at Norton!! Can you believe it, I can't!! We have a few events coming up and between planning those and preparing for high school, I want to get this sent before I lose my mind!!!

This school and even more, the community has been such a welcomed relief to my family. The work you are doing is so truly appreciated. Before we leave, I just wanted to reach out and thank you.

We have been able to be apart of so many amazing things that we would not have experienced without the great things that happen at NSLA! I want to share with you what has made an impact for my son and my family.

We have traveled to Sacramento to meet with legislators which made quite an impact on my son and taught him that his voice matters and he holds a responsibility in the world, thank you! He has visited so many places on field trips that connected him with his studies in ways that will stay with him throughout his lifetime, thank you! The space trip to LCER has awakened a love in space science that he never knew he had, thank you! The way you hold the science fair has created a drive in him to explore things and gives him a sense of accomplishment to present to real scientists, thank you! The diversity and bilingualism has given him a positive start in one of the most competitive workforces that he will be entering, thank you! There are so many more to list all the way back to speaking on behalf of the school at UCLA, but I promised myself I would try to keep this as short as possible!

In addition to the the amazing experiences we have had because of NSLA, as well, much of the staff at Norton are unlike staff in other places. We have spent the last nine years feeling empowered in our son's education, feeling like we were apart of it. That means the world to us. I know we have had numerous bumps in the road but I truly believe that is behind us. From the front office, to teachers and the CDO's, each and everyone make us feel like family and like our son is theirs'. Dr. Barragan has brought a leadership and professionalism that NSLA desperately needed. I truly believe that although we don't get to see you nearly enough, much of this comes from you and your ability to maintain what NSLA needs!! In our few encounters, I have come to truly appreciate you and all the work you do! Thank you Lisa, from every member of my family for everything! We will greatly miss the NSLA/LCER community!

Dawn Middleton and Nick West
Sent from my iPhone

From: Jim Hudson <jhudson@illuminateed.net>
Date: Monday, April 29, 2019 at 12:03 PM
To: "tpreciado12@lcer.org" <tpreciado12@lcer.org>
Cc: Heather Juarez <HJuarez@lcer.org>, Ricky Baca <RBaca@lcer.org>, Lisa Lamb <LLamb@lcer.org>
Subject: Lewis Center GALA

Hi Toni,

Hope you had a great weekend. Wanted to send a short note on the GALA Friday night. My wife and I were so inspired by Mr. Rosell, he had tears rolling down our face as he described his journey as a school psychologist. I'm so glad I found the event on your website and put the "ask" to go from our team. Sometimes my work is filled with emails, charts, meetings and the like. It's times like Friday night that help me understand why I'm in education. Truly blessed to be there Friday night.

Thanks for putting on a wonderful night.

The High Desert Partnership in Academic Excellence Foundation, Inc.
 Check/Voucher Register - Board Report - 10K
 From 3/26/2019 Through 5/2/2019

Effective Date	Check Number	Vendor Name	Check Amount	Transaction Description
3/27/2019	42442	San Bernardino City School	28,350.00	Security for NSLA per MOU 2nd Half
3/29/2019	398		373,629.13	Group: Payroll; Pay Date: 3/29/2019
4/3/2019	42480	SBCSS	64,113.38	NSAA STRS contributions for March
4/3/2019		SBCSS	126,873.17	LCER/AE - STRS contributions for March
4/3/2019	42484	SBCSS	21,972.98	NSAA PERS contributions for March
4/3/2019		SBCSS	49,844.06	LCER/AE - PERS contributions for March 19
4/10/2019	42496	Snapology	11,200.00	PO# 1819-0925-AAE - 5 Day Spring Camp
4/10/2019	42497	Swun Math, LLC	27,500.00	PO# 1819-0985-NSLA
4/15/2019	399		356,963.16	Group: Payroll; Pay Date: 4/15/2019
4/17/2019	42550	Riverside Co. Office of Edu.	19,800.00	Induction Program 2018/2019
4/17/2019	42558	SISC	178,501.05	Health Coverage for April 2019
4/30/2019	400		<u>369,440.69</u>	Group: Payroll; Pay Date: 4/30/2019
Report Total			<u>1,628,187.62</u>	

All Funds - Budget Comparison 2017/18 to 2018/19

2017-2018

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue

Expense

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Services & Other
Capital Outlay
Other Outgo
Share of LCER

Total Expense
Add (Subtract) to Reserves

Total Revenue
Total Expense
Add (Subtract) to Reserves

Total Budget \$ - Revised	Current Period Actual thru April	Remaining Budget	Percent Remaining
Annual Budgeted Revenue			
21,766,039	18,138,366	3,627,673	16.67%
9,168,312	7,375,197	1,793,115	19.56%
3,260,238	2,678,948	581,290	17.83%
4,394,559	3,432,270	962,289	21.90%
964,500	926,403	38,097	3.95%
2,177,272	1,737,261	440,011	20.21%
150,000	91,804	58,196	38.80%
1,160,040	840,332	319,708	27.56%
0	0	0	N/A
21,274,921	17,082,215	4,192,706	19.71%
491,118	1,056,151	(565,033)	

21,766,039	18,138,366	3,627,673	83.33%
21,274,921	17,082,215	4,192,706	80.29%
491,118	1,056,151	-565,033	

2018-2019

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue

Expense

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Services & Other
Capital Outlay
Other Outgo
Share of LCER

Total Expense
Add (Subtract) to Reserves

Total Revenue
Total Expense
Add (Subtract) to Reserves

Total Budget \$ - Original	Current Period Actual thru April	Remaining Budget	Percent Remaining
Annual Budgeted Revenue			
23,770,703	19,808,919	3,961,784	16.67%
9,624,971	7,868,889	1,756,082	18.25%
3,204,142	2,609,870	594,272	18.55%
4,583,606	3,663,010	920,596	20.08%
1,453,520	1,279,394	174,126	11.98%
2,347,826	1,747,800	600,026	25.56%
175,000	86,889	88,111	50.35%
1,104,500	568,697	535,803	48.51%
0	0	0	N/A
22,493,565	17,824,549	4,669,016	20.76%
1,277,138	1,984,370	(707,232)	

23,770,703	19,808,919	3,961,784	83.33%
22,493,565	17,824,549	4,669,016	79.24%
1,277,138	1,984,370	-707,232	

AAE - Budget Comparison 2017/18 to 2018/19

2017-2018

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue

Expense

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Services & Other
Capital Outlay
Other Outgo
Share of LCER

Total Expense
Add (Subtract) to Reserves

Total Revenue
Total Expense
Add (Subtract) to Reserves

Total Budget \$ - Revised	Current Period Actual thru April	Remaining Budget	Percent Remaining
Annual Budgeted Revenue			
13,208,142	11,006,785	2,201,357	16.67%
5,478,833	4,479,385	999,448	18.24%
1,076,788	931,132	145,656	13.53%
2,259,794	1,835,655	424,139	18.77%
438,420	505,880	(67,460)	-15.39%
1,023,562	648,117	375,445	36.68%
120,000	52,306	67,694	56.41%
1,160,040	834,907	325,133	28.03%
1,346,185	1,225,493	120,692	8.97%
12,903,622	10,512,875	2,390,747	18.53%
304,520	493,910	(189,390)	

13,208,142	11,006,785	2,201,357	83.33%
12,903,622	10,512,875	2,390,747	81.47%
304,520	493,910	-189,390	

2018-2019

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue

Expense

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Services & Other
Capital Outlay
Other Outgo
Share of LCER

Total Expense
Add (Subtract) to Reserves

Total Revenue
Total Expense
Add (Subtract) to Reserves

Total Budget \$ - Original	Current Period Actual thru April	Remaining Budget	Percent Remaining
Annual Budgeted Revenue			
14,627,663	12,189,719	2,437,944	16.67%
5,760,416	4,700,218	1,060,198	18.40%
1,193,375	970,114	223,261	18.71%
2,381,680	1,965,836	415,844	17.46%
725,940	614,027	111,913	15.42%
1,099,271	670,256	429,015	39.03%
90,000	41,762	48,238	53.60%
1,104,500	563,272	541,228	49.00%
1,547,024	1,526,272	20,752	1.34%
13,902,206	11,051,757	2,850,449	20.50%
725,457	1,137,963	(412,506)	

14,627,663	12,189,719	2,437,944	83.33%
13,902,206	11,051,757	2,850,449	79.50%
725,457	1,137,963	-412,506	

NSLA - Budget Comparison 2017/18 to 2018/19

2017-2018

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue

Expense

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Services & Other
Capital Outlay
Other Outgo
Share of LCER

Total Expense
Add (Subtract) to Reserves

Total Revenue
Total Expense
Add (Subtract) to Reserves

Total Budget \$ - Revised	Current Period Actual thru April	Remaining Budget	Percent Remaining
Annual Budgeted Revenue			
8,557,897	7,131,581	1,426,316	16.67%
3,261,362	2,540,833	720,529	22.09%
869,553	740,250	129,303	14.87%
1,348,317	1,039,521	308,796	22.90%
514,205	342,088	172,117	33.47%
1,001,677	644,142	357,535	35.69%
30,000	37,013	(7,013)	-23.38%
0	0	0	N/A
1,346,185	1,225,493	120,692	8.97%
8,371,299	6,569,340	1,801,959	21.53%
186,598	562,241	(375,643)	

8,557,897	7,131,581	1,426,316	83.33%
8,371,299	6,569,340	1,801,959	78.47%
186,598	562,241	-375,643	

2018-2019

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue

Expense

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Services & Other
Capital Outlay
Other Outgo
Share of LCER

Total Expense
Add (Subtract) to Reserves

Total Revenue
Total Expense
Add (Subtract) to Reserves

Total Budget \$ - Original	Current Period Actual thru April	Remaining Budget	Percent Remaining
Annual Budgeted Revenue			
9,037,540	7,531,283	1,506,257	16.67%
3,395,610	2,716,435	679,175	20.00%
875,892	679,138	196,754	22.46%
1,498,379	1,112,094	386,285	25.78%
666,199	566,798	99,401	14.92%
872,853	609,095	263,758	30.22%
20,000	28,603	(8,603)	-43.02%
0	0	0	N/A
1,156,926	1,060,629	96,297	8.32%
8,485,859	6,772,792	1,713,067	20.19%
551,681	758,491	(206,810)	

9,037,540	7,531,283	1,506,257	83.33%
8,485,859	6,772,792	1,713,067	79.81%
551,681	758,491	-206,810	

LCER - Budget Comparison 2017/18 to 2018/19

2017-2018

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue

Expense

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Services & Other
Capital Outlay
Other Outgo
Share of LCER

Total Expense
Add (Subtract) to Reserves

Total Revenue
Total Expense
Add (Subtract) to Reserves

Total Budget \$ - Revised	Current Period Actual thru April	Remaining Budget	Percent Remaining
Annual Budgeted Revenue			
0	0	0	N/A
428,117	354,979	73,138	17.08%
1,313,897	1,007,566	306,331	23.31%
786,448	557,094	229,354	29.16%
11,875	78,435	(66,560)	-560.51%
152,033	445,002	(292,969)	-192.70%
0	2,485	(2,485)	N/A
0	5,425	(5,425)	N/A
(2,692,370)	(2,450,986)	(241,384)	
0	0	0	#DIV/0!
0	0	0	

0	0	0	N/A
0	0	0	N/A
0	0	0	

2018-2019

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue

Expense

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Services & Other
Capital Outlay
Other Outgo
Share of LCER

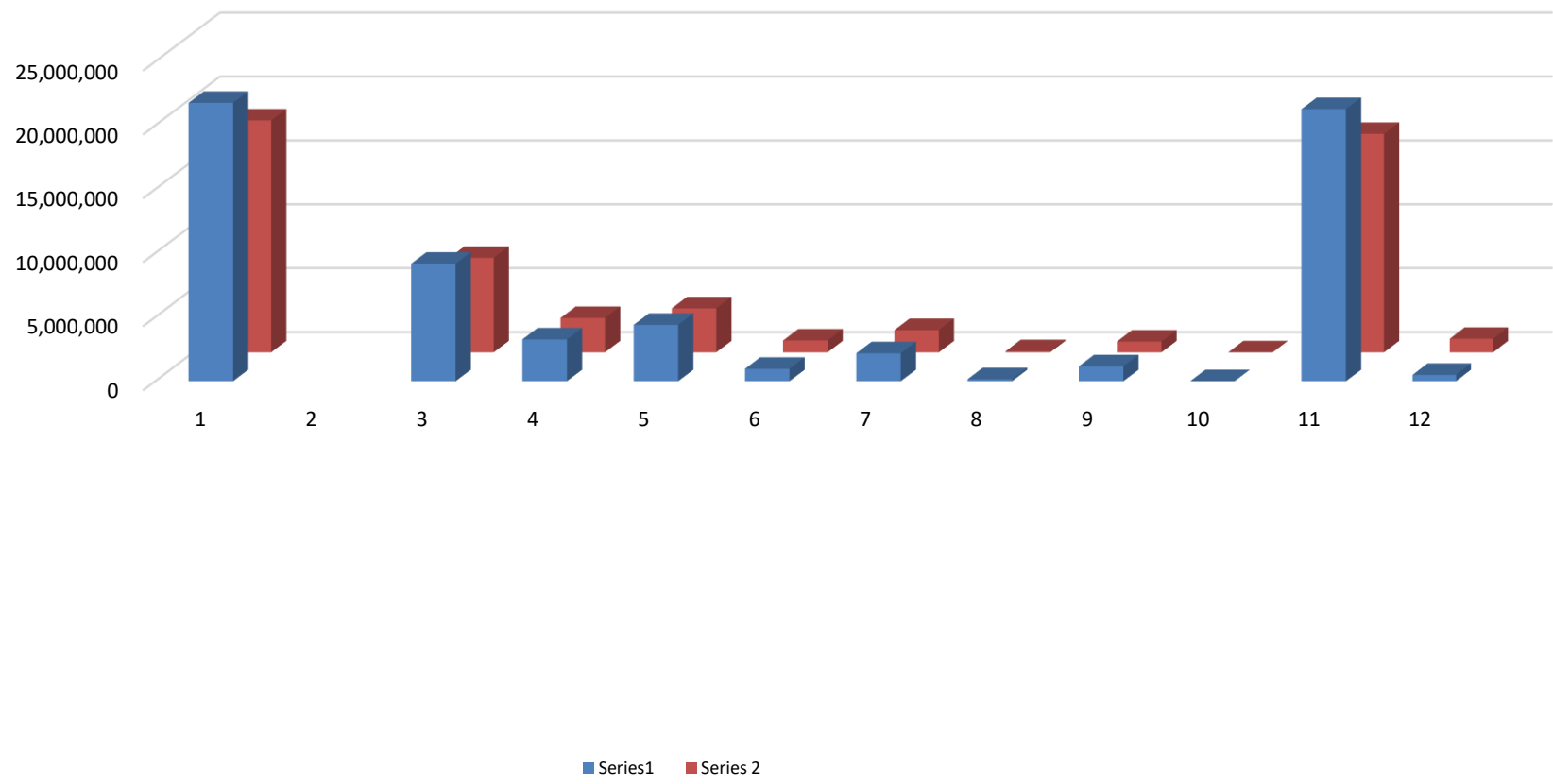
Total Expense
Add (Subtract) to Reserves

Total Revenue
Total Expense
Add (Subtract) to Reserves

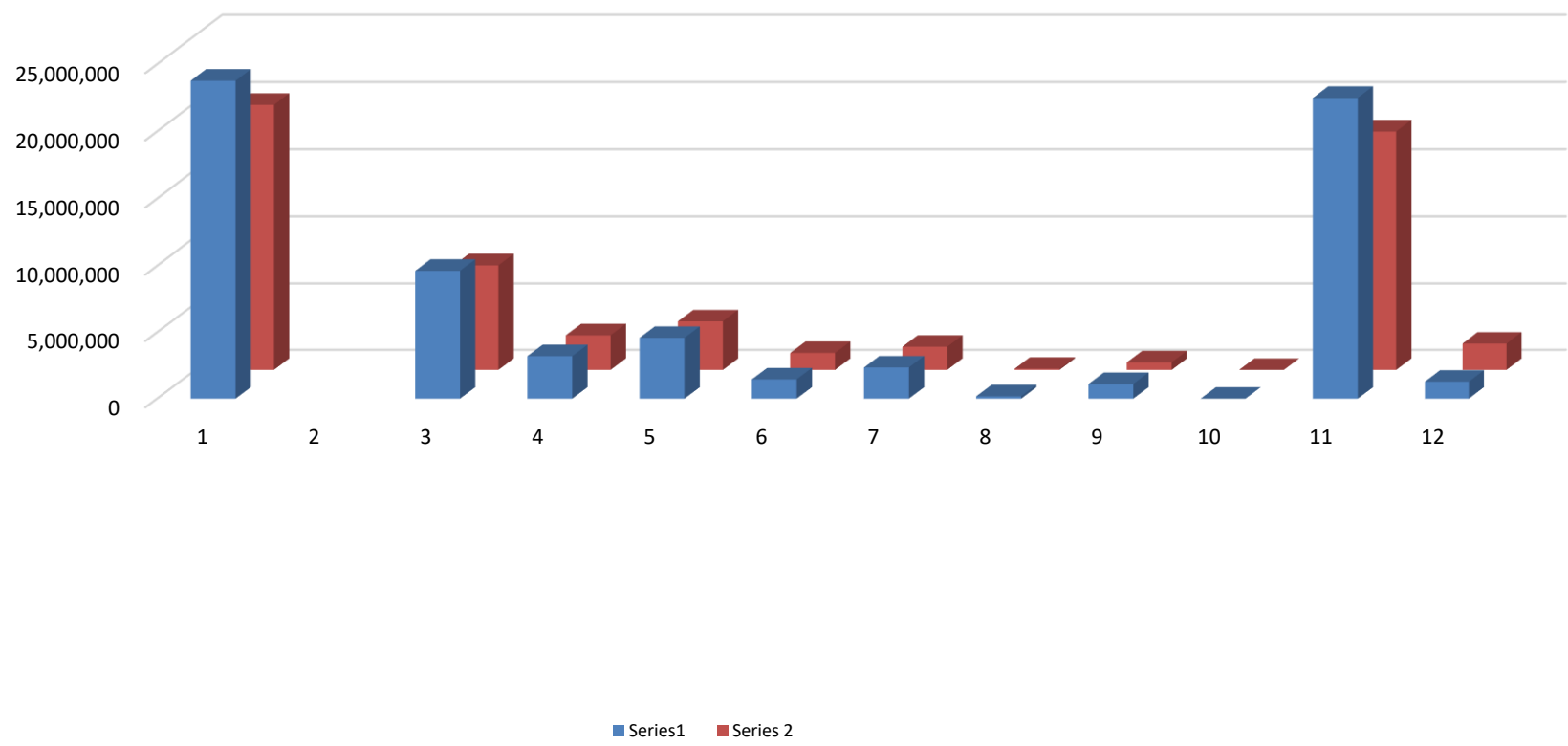
Total Budget \$ - Original	Current Period Actual thru April	Remaining Budget	Percent Remaining
Annual Budgeted Revenue			
105,500	126,519	(21,019)	-19.92%
468,945	452,236	16,709	3.56%
1,134,875	960,618	174,257	15.35%
703,547	585,080	118,467	16.84%
61,381	98,569	(37,188)	-60.59%
375,702	468,449	(92,747)	-24.69%
65,000	16,524	48,476	74.58%
0	5,425	(5,425)	N/A
(2,703,950)	(2,586,901)	(117,049)	4.33%
105,500	0	105,500	100.00%
0	126,519	(126,519)	

105,500	0	-21,019	0.00%
105,500	0	105,500	0.00%
0	0	-126,519	

2017-2018



2018-2019



**LEWIS CENTER FOUNDATION
COMBINED BALANCE SHEET AND INCOME STATEMENT
March 1 - March 31, 2019**

CHECKING (LEWIS CENTER FOUNDATION)

Beginning Balance		\$4,155.16
Revenue		
2019 Annual Gala Tickets, Ads, Sponsorships and Donations	\$6,975.68	
AAE Staff Scholarship	\$35.00	
Bud Biggs Scholarship	\$1,200.00	
Online Donations - NSLA Capital Campaign	\$100.00	
<i>Total</i>	\$8,310.68	
Expenditures		
Transfer to Savings - \$35 AAE Staff Scholarship, \$1,100 Bud Biggs Scholarship	\$1,135.00	
Transfer to Savings - \$100 NSLA Capital Campaign	\$100.00	
<i>Total</i>	\$1,235.00	
Ending Balance	<i>Total</i>	\$11,230.84

SAVINGS (LEWIS CENTER FOUNDATION)

Beginning Balance		
Restricted Funds - AAE Capital Campaign		\$88,062.70
Restricted Funds- NSLA Capital Campaign		\$23,199.38
Restricted Funds - Davis Endowment		\$12,016.31
Restricted Funds - HiDAS Endowment		\$64,504.72
Restricted Funds - Scholarships		\$41,550.21
Unrestricted Funds		\$41,705.67
		\$271,039.00
Revenue		
Bud Biggs Scholarship - Mitsubishi and HR Edge	\$1,100.00	
AAE Staff Scholarship	\$35.00	
Transfer from Checking - NSLA Capital Campaign	\$100.00	
Interest	\$21.53	
<i>Total</i>	\$1,256.53	
Expenditures		
	\$0.00	
Ending Balance		
Restricted Funds - AAE Capital Campaign		\$88,070.46
Restricted Funds - NSLA Capital Campaign		\$23,301.11
Restricted Funds - Davis Endowment		\$12,017.17
Restricted Funds - HiDAS Endowment		\$64,509.88
Restricted Funds - Scholarships		\$42,687.79
Unrestricted Funds		\$41,709.12
	<i>Total</i>	\$272,295.53
Total Checking and Savings		\$283,526.37

**LCER Board Meetings
Attendance Log 2018**

	February Regular	March Regular	April Regular	May Regular	June Regular	August Regular	Sept. Regular	Oct Regular	Nov Regular	Dec Regular	TOTAL REGULAR

Duberly Beck	Present	Present	Present								100%
Pat Caldwell	Present	Present	Absent								67%
Jim Morris	Present	Present	Present								100%
Omari Onyango	Present	Absent	Present								67%
Sharon Page	Present	Present	Present								100%
David Rib	Absent	Present	Present								67%
Jessica Rodriguez			Present								100%
Marcia Vargas	Present	Present	Present								100%
Rick Wolf	Present	Present	Present								100%

	Jan. 24 Special	Feb. 25 Special					TOTAL SPECIAL
Duberly Beck	Present	Present					100%
Pat Caldwell	Absent	Present					50%
Omari Onyango	Absent	Present					50%
Sharon Page	Present	Present					100%
David Rib	Present	Absent					50%
Jim Morris	Absent	Absent					0%
Marcia Vargas	Present	Present					100%
Rick Wolf	Present	Present					100%

LCER Board Give and Get
Current Fiscal Year 2018 /2019

Member	Give	Get	In-kind	Total
Duberly Beck	\$ 1,325			\$ 1,325
Pat Caldwell	\$ 162	\$ 1,000		\$ 1,162
Kirtland Mahlum	\$ 460			\$ 460
James Morris	\$ 394			\$ 394
Omari Onyango	\$ 250			\$ 250
Sharon Page	\$ 565			\$ 565
Kevin Porter	\$ 317	\$ 1,300		\$ 1,617
Jessica Rodriguez	\$ 20			\$ 20
David Rib	\$ 60	\$ 5,000		\$ 5,060
Marcia Vargas	\$ 3,769			\$ 3,769
Rick Wolf				\$ -
Total	\$ 7,322	\$ 7,300	\$ -	\$ 14,622

Norton Science Language Academy Board Interview Questions

Date of Interview: May 13, 2019

Interview format and overview sent to board members?

List anyone else from the school's team in attendance at the interview:

List members of Highmark's team in attendance at the interview:

Board Members

- 1) Board members in attendance:
- 2) Why did you decide to join the board?

Educational Plan & Capacity

Educational Model

- 1) Share with us the vision and mission of your school.
 - What specifically about the mission of the school are you passionate about?
- 2) Tell us about the educational model and curriculum you've chosen to implement.
- 3) How has this educational model lead to positive academic outcomes for the students attending your school?
 - Comparison to the districts surrounding schools.

Market and Demographics Analysis

- 1) Describe your student population and the educational environment and the need for this educational approach in this area. (Why do students choose to enroll at NSLA?)
- 2) Can you share evidence demonstrating enrollment projections represent the interest in the area?
- 3) What challenges do you foresee/anticipate with the change in this geographical location?

Student Recruitment and Enrollment

- 1) Share with us your detailed marketing and student recruitment plan.
 - How do you distinguish your school from the surrounding schools?

- 2) What challenges do you anticipate in reaching out to your intended population?
- 3) What are some of the lessons learned from past marketing and enrollment efforts?

Student Performance & Standards

- 1) Describe the method of assessments to measure student progress throughout the year and describe how your team will use that data to driven instruction.
- 2) Describe the academic environment and expectations for your students?
- 3) How is your relationship with the authorizer?
- 4) What instructional strategies and interventions will be implemented to ensure academic achievement for your SPED and other sub group populations?

Parent & Community Involvement

- 1) Describe the role parents play in your school?
- 2) Describe the partnerships or contractual relationships you have in place at the school?

Organizational Plan and Capacity

Governing Structure and Documents

- 1) Describe the organizational structure of your school?
 - What is the connection between the school and
 - High Desert Partnership
 - Lewis Center of Educational Research?
 - Describe the makeup of the governing board for this organization.
 - Describe the decision making process within your organizational structure. (Who gets to decide what?)
- 2) How does the governing board ensure the school's long-term of sustainability?
- 3) What skills and experience do each of you bring to the board that assists in accomplishing the school's strategic plan.
- 4) Describe your succession plan for your board members and your administrators.

Staffing/Hiring Plans

- 1) As you ramp up your enrollment, do you foresee any challenges in hiring educators for your new campus?
- 2) What strategies do you employ to attract and retain high quality educators and staff and remain competitive with surrounding schools?

Management & Evaluations

- 1) Briefly describe the process by which the Board evaluates their own performance.
- 2) How will the school handle staff, educator, and administrator evaluations?
- 3) Describe your hiring process and how it leads to highly effective administrators, educators and staff joining your team?

Financial Plan & Management Capacity

Financial Plan

- 1) Describe with specific details how the Board maintain and ensure proper financial board oversight?

Financial Management Capacity

- 1) How do your financial priorities support the implementation of your educational model?
- 2) Describe the financial policies/procedures you have in place to ensure you have allocated sufficient resources to implement the vision and mission of your school.

Contingency Planning

- 1) Describe your contingency plans for less than 100% enrollment in terms of staffing and budgetary adjustments.
- 2) What is your breakeven budget enrollment number?