

LEWIS CENTER FOR EDUCATIONAL RESEARCH

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

Agenda for Regular Joint Meeting of the Lewis Center for Educational Research Board Academy for Academic Excellence School Board Committee and Norton Science and Language Academy School Board Committee

Meeting at Lewis Center for Educational Research
17500 Mana Rd., Apple Valley, CA 92307

Additional Location: 31 Gatewood Springs Dr., The Woodlands, TX 77381

March 13, 2017 - Public Meeting – 7:00 a.m.

1. **CALL TO ORDER:** Chairman Bud Biggs
2. **ROLL CALL:** Chairman Bud Biggs
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. **CLOSED SESSION:**
 - .01 Public Employee Performance Evaluation: President/CEO
5. **SPECIAL PRESENTATIONS:**
 - .01 YM&C Brown Act and Conflict of Interest Training – Lisa Corr
6. **STANDING BOARD COMMITTEE REPORTS:**
 - .01 Finance Committee – Kirt Mahlum
 - .02 Personnel Committee – Duberly Beck
 - .03 Lewis Center Foundation – Donna Siegel
7. **LCER BOARD CONSENT AGENDA:**
 - .01 Approve February 10, 2017 Special Meeting Minutes – Pg 3-4
 - .02 Approve Updated School Board Committee Job Description – Pg 5-6
 - .03 Approve Sale of Obsolete Equipment – Audiometer Serial #27475
 - .04 Approve Sale of Leftover Unmarked Bricks from Gym Construction
 - .05 Approve BP 9100 Board Vacancies Revision – Pg 7
 - .06 Approve BP 9110 Terms and Officers Revision – Pg 8
 - .07 Approve Resolution 2017-02 Student Safe Zone – Pg 9-10
8. **AAE SCHOOL BOARD COMMITTEE CONSENT AGENDA:**
 - .01 Approve February 9, 2017 Regular Meeting Minutes – Pg 11-12
 - .02 Approve AAE Consolidated Application – Pg 13-14
9. **NSLA SCHOOL BOARD COMMITTEE CONSENT AGENDA:**
 - .01 Approve February 21, 2017 Regular Meeting Minutes – Pg 15-16
 - .02 Approve NSLA Consolidated Application – Pg 17-23

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10. DISCUSSION/ACTION ITEMS:

- .01 Discuss/Approve Meeting Locations/Times – Bud Biggs/Lisa Lamb
- .02 Appoint New Fundraising Committee/Lewis Center Foundation Chair – Bud Biggs
- .03 Authorize President/CEO to Sign KCR License Agreement Once Draft is Finalized – Lisa Lamb - Pg 24-30
- .04 Approve Soil Supply Agreement – Lisa Lamb – Pg 31-34
- .05 Approve Revised 2016-17 Budget – Jim Quinn – Pg 35-36
- .06 Approve LCER Bylaws Revisions – Lisa Lamb - Pg 37-53
- .07 Approve NSLA MOU – Lisa Lamb - Pg 54-85
- .08 Discuss President/CEO Interview Schedule and Procedures – Stacy Newman

11. INFORMATION INCLUDED IN PACKET: *(Board members may ask questions on items for clarification.)*

- .01 Staff Reports
 - President/CEO – Lisa Lamb – Pg 86-89
 - Human Resources – Stacy Newman – Pg 90-92
 - Finance – Jim Quinn – Pg 93
 - Special Education – Paul Rosell – Pg 94-95
 - Facilities – Darren Dowd – Pg 96
 - Principals – Valli Andreasen, Wes Kanawyer, Toni Preciado – Pg 97-103
- .02 Lewis Center Foundation Financial Reports – Pg 104-106
- .03 LCER Financial Reports
 - Checks Over \$10K – Pg 107
 - Balance Sheet – Pg 108
 - By Department – Pg 109-119
 - Comparables – Pg 120-121
 - AAE Comparatives – Pg 122-123
 - NSLA Comparatives – Pg 124-125
- .04 LCER Board Attendance Log – Pg 126-128
- .05 LCER Board Give and Get – Pg 129
- .06 Donna Siegel Resignation Letter – Pg 130

12. BOARD/STAFF COMMENTS:

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

13. CLOSED SESSION:

- .01 Public Employee Performance Evaluation: President/CEO

14. ADJOURNMENT: Chairman

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.

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

**Minutes
February 10, 2017**

1.0 Call to Order

Chairman Bud Biggs called the meeting to order at 9:13 a.m.

2.0 Roll Call

LCER Board Members David Bains, Duberly Beck, Regina Bell, Bud Biggs, Buck Goodspeed (by phone but not agendized so not a participant in the meeting), Andrew Jaramillo, Kirt Mahlum, Kevin Porter, Donna Siegel and Peter Torres were present.

LCER Board Members Scott Johnson, Robert Lovingood, Jose Palafox, Russell Stringham, Rick Wolf and Marcia Vargas were absent.

Staff members Valli Andreasen, Ryan Dorcey, Darren Dowd, Teresa Dowd, Wes Kanawyer, Lisa Lamb, Stacy Newman, and Jim Quinn were also present.

3.0 Public Comments: None

4.0 Special Presentations: None

5.0 Standing Board Committee Reports:

.01 Executive Committee – Bud Biggs reported that the Executive Committee met and recommends full Board approval of the Bylaws revisions.

.02 Finance Committee – Kirt Mahlum reported that the Finance Committee has met several times and had presentations from 3 school development companies to expand NSLA. The Committee is recommending approval HighMark. We have also received a response letter regarding Prop 39. We will be holding off on development of the 11 acres on the other side of the wash until VVWRA and County Flood Control complete their projects, which will allow access across the wash. This is expected to be completed within 3 years. We are continuing to explore the environmental land bank. Kirt and Bud have been working on recovery of construction overages with counsel. A letter was sent to contractors and we will be following up with counsel on next steps. Andy set up a meeting with Mike Gallo, himself, Kirt, Lisa and Teresa. Mike is a tremendous resource and we will be reconnecting Kelly Space & Technology with NSLA, as well as GAVRT.

.03 Fundraising Committee – Donna Siegel reported that the Lewis Center Foundation is recruiting members. Cards were passed out – please fill them out for any recommendations. The LCER Board is invited to a fundraising training session by Pat Caldwell on March 6 from 9:00 – 11:00.

.04 Personnel Committee – Duberly Beck reported that the committee is recommending approval of the procedures for hiring the President/CEO. Stacy distributed a timeline and the new job posting/description and asked for any comments. Several Board members noted they would like to emphasize budget oversight. There was a discussion on teaching/administrative experience as well as business experience. Stacy will post the job description on EdJoin, CASBO, CAFE, and CCSA on Monday.

6.0 LCER Board Consent Agenda

On a motion by Kirt Mahlum, seconded by Duberly Beck, vote 9-0, the LCER Board of Directors approved Consent Agenda Item 6.01 with discussed corrections.

.01 Approve December 12, 2016 Regular Meeting Minutes

7.0 Discussion/Action Items

.01 David Bains asked how we will reduce the number of Board members from 17 to 13 per the new Bylaws – it will be by attrition and/or at term renewals. On a motion by David Bains, seconded by Kirt Mahlum, vote 9-0, the LCER Board of Directors approved the Bylaws revisions.

.02 On a motion by Kevin Porter, seconded by Kirt Mahlum, vote 9-0, the LCER Board of Directors approved the HighMark LOU as the selected School Facility Developer for NSLA.

.03 On a motion by David Bains, seconded by Regina Bell, vote 9-0, the LCER Board of Directors approved the President/CEO Hiring Procedures.

.04 On a motion by Andy Jaramillo, seconded by Kevin Porter, vote 9-0, the LCER Board of Directors approved CharterSafe Resolution No. 2017-01.

8.0 Information Included in Packet: None

9.0 Board/Staff Comments

.01 Jim Quinn would like to engage the same auditors for 2016/17. The Board agreed.

.04 The President/CEO candidate review will be in March, along with a closed session for the President/CEO evaluation.

10.0 Closed Session

.01 Public Employee Performance Evaluation: President/CEO

The Board of Directors convened into closed session at 9:45 a.m. They reconvened into open session at 10:30 a.m. Chairman Biggs reported that no action was taken in closed session.

14.0 Adjournment

Treasurer Kirt Mahlum adjourned the meeting at 10:00 a.m.

ROLE STATEMENT: The bylaws of the High Desert “Partnership in Academic Excellence” Foundation, Inc. (“Foundation”) require that each charter school operated by the Lewis Center for Educational Research must have a School Board Committee. There are two School Board Committees – one for the Academy for Academic Excellence and one for the Norton Science and Language Academy. Consistent with the schools’ charters and California law, each School Board Committee serves as the governing body for its respective school, as well as advises the Lewis Center for Educational Research Board of Directors (“LCER Board”) on matters relating to the operation of its charter schools.

COMPOSITION: Pursuant to the bylaws, each School Board Committee is comprised of five members, all of whom are members of the LCER Board ~~of Directors~~. At least one must be a parent of a child currently enrolled in the charter school, and one may be a representative from the chartering school district. ~~The Chairperson must be a member of the LCER Board.~~

QUALIFICATIONS: Committee members must be an active member of the LCER Board and have an interest in the operations of the school they represent. Ideally, although not required, experience in management, business, law, finance or education is desirable.

COMMITTEE ~~RESPONSIBILITIES~~DUTIES:

- Provide oversight to the operations of the charter school
- Provide non-binding input to the Chief Executive Officer for consideration in the evaluation of the principal of the charter school
- Monitor the implementation of the Lewis Center’s policies, including human resource policies, and make recommendations for modification when necessary
- Review reports of student performance
- Monitor the implementation of the Lewis Center’s budget for the charter school
- Act as fiscal agent for receipt of school-specific funds
- Encourage the schools’ involvement with parents and community
- Have input to the schools’ strategic and annual planning processes
- Assure planning processes have concrete goals and measurable objectives consistent with the charter and the Lewis Center’s plans
- Approve the school calendar and schedule of School Board Committee meetings
- Review and approve requests for water activities and out of state or overnight field trips
- Review and recommend charter amendments and renewal documents
- Review the recommendations of the Hearing Panel regarding expulsions, determines the length of the expulsion, and stipulates requirements for readmittance to the school
- Actively attend and participate in school programs and special events and encourage other LCER Board members to do the same

OFFICER DUTIES:

1. Chairman:

- a. Shall call and preside at School Board Committee meetings and meet with the Principal to prepare agenda items.
- b. Shall report all actions taken during Committee meetings to the LCER Board.

APPOINTMENT:

- 1. The LCER Board shall appoint the Chairman and all members to the Committee. The Chairman of the LCER Board may remove any committee members and/or chairman whenever in his or her judgment such removal serves the best interest of the Corporation.

LIMITS OF AUTHORITY: The LCER Board is fully responsible for the operation and fiscal affairs of the schools, and retains final supervisory authority and responsibility. However, the LCER Board has delegated the responsibility for the duties described above to the School Board Committees.

REPORTS TO: The LCER Board ~~of Directors~~ through the Committee Chairman. ~~The Chairman is responsible for reporting all actions taken to the LCER Board.~~

FREQUENCY OF MEETINGS: ~~The~~ Committee meetings are monthly, or as needed, and in accordance with the Brown Act.

STAFF SUPPORT TO THE COMMITTEE: ~~Administrative Assistant to the Chief Executive Officer and/or Principal, and, as needed, the following staff: Principal(s), Chief Executive Officer, and other members of the LCER Executive Team.~~

The President/CEO and Principal provide staff assistance to the Committee. The Administrative Assistant to the Principal shall prepare the agenda and supporting documentation, and record and distribute minutes of the meetings. Copies are sent to all committee members, members of the Lewis Center's Executive Team and Chairman of the LCER Board.

Lewis Center for Educational Research

**BP 9100: BOARD BYLAWS
BOARD VACANCIES**

Adopted: September 12, 2016

Revised: [March 12, 2017](#)

Persons wishing to serve on the Lewis Center for Educational Research Board of Directors (“Board”) will be asked to fulfill the role of:

Governor - fulfilling governance functions

Ambassador – Reaching out to the community

Sponsor – Giving time and raising money

Consultant – Using skills and expertise on behalf of the organization

When a vacancy occurs on the Board, the Chairman of the Board will appoint a Nominating Committee consisting of ~~two~~[four](#) members of the Board and the President/CEO (“CEO”), one of which will be the committee chair. The Nominating Committee will determine if there are any specific qualifications for the vacant position that are in need, and a solicitation for candidates will be made. Key skill sets for the Board include current parent of a student, finance, instructional/academic leadership, program evaluation, legal, fundraising, policy/political experience, community knowledge, and real estate/facilities.

Persons wanting to apply for the open position will submit a letter of intent along with a resume to the CEO. The names of the candidates will be submitted to the Board for initial review. Any Director who has reason to believe that one of the applicants should be precluded from serving on the Board, for any reason, shall bring those concerns to the Nominating Committee chair. If in the opinion of the Nominating Committee the concerns appear to disqualify the candidate, a determination will be made as to the disposition of the application.

The Nominating Committee will screen and orally interview the selected candidate(s) and bring forward a recommendation for approval to the Board at the next regularly scheduled meeting.

Lewis Center for Educational Research

**BP 9110: BOARD BYLAWS
TERMS AND OFFICERS**

Adopted: September 12, 2016

Revised: ~~December 12, 2016~~ March 13, 2017

Terms

Directors on the Lewis Center for Educational Research Board (“Board”) shall be elected for a term of three (3) years at the annual meeting in accordance with the Bylaws and may serve two (2) consecutive three (3) year terms at the pleasure of the Board.

The Chairman of the Board will appoint a Nominating Committee consisting of ~~two-four~~ (4) members of the Board and the President/CEO (“CEO”), one of which will be the committee chair. The Committee will meet at least ~~two~~ months prior to the annual meeting to review those Directors whose term is up for renewal. They will discuss with each Director if they wish to renew their term, take a leave of absence with a designated period of time, or resign from the Board. Board members who resign in good standing may, after one year, reapply to fill an open vacancy on the Board.

The committee will bring forward recommendations for renewal of terms to the Board at the annual meeting.

Officers

A Chairman of the Board, Vice Chairman, Secretary and Treasurer shall be elected at the annual meeting from among the members of the Board in accordance with the Bylaws. The Treasurer is the Chairperson of the Finance Committee as per the bylaws.

The Chairman of the Board will appoint a Nominating Committee consisting of ~~two-four~~ (4) members of the Board and the CEO, one of which will be the committee chair. The Committee will meet at least 2 months prior to the annual meeting to discuss nominations of the four (4) officer positions. They will discuss with each current officer if they wish to be considered a nominee for their current office. They will also ask Board members if they wish to be considered a nominee for one of the officer positions.

The committee will bring forward nominees for election to the Board at the annual meeting.

Lewis Center for Educational Research

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RESOLUTION NO. 2017 – 02

Lewis Center for Educational Research Board of Directors Commitment to the Education of All Children and Making all Campuses a Safe Zone for Students and Families Threatened by Immigration Enforcement

WHEREAS: Our Cities and County, just like many major cities in the United States, are the homes and workplaces of many immigrant communities, including persons with both documented and undocumented immigration status; and

WHEREAS: All students have a right to attend school regardless of their immigration status. The United States Supreme Court in 1982 ruled in *Plyler v. Doe* that public schools were prohibited from denying students access to elementary and secondary public education based on their immigration status, citing that children have little control over their immigration status, the life-long harm it would inflict on the child and society itself, and constitutional equal protection rights; and

WHEREAS: The Lewis Center for Educational Research (LCER) embraces the diversity of our students and families and the rich language and cultural assets they bring to our schools and strongly supports and encourages the participation of all parents and families in our schools; and

WHEREAS: On November 8, 2016, California voters passed Proposition 58, which recognizes the value and importance of students graduating from our schools proficient in both English and one or more other languages and a diverse student population greatly helps in accomplishing this goal; and

WHEREAS: While there are no accurate numbers of how many undocumented children are enrolled in LCER's public schools, approximately 23.4% of LCER's students speak another language at home and more than 20 languages are spoken by families whose children are enrolled in LCER; and

WHEREAS: In the last few months, federal, state and local government officials throughout the country have proposed or passed laws and ordinances that propose stemming the tide of undocumented immigrants by cutting off opportunities for jobs, government benefits, housing, and imposing fines on companies employing undocumented immigrants, thereby increasing tensions in immigrant communities; and

WHEREAS: Reports of potential raids by the U.S. Immigration and Customs Enforcement Office (ICE) have caused immigrant communities to fear sending and/or accompanying their children to schools and leaving their homes, even for needed medical services; and

WHEREAS: ICE activities in and around schools, early education centers, and adult school facilities would be a severe disruption to the learning environment and educational setting for students;

THEREFORE BE IT RESOLVED: That the LCER Board of Directors (Board), in solidarity with our immigrant community organizations, in light of the increasing tensions in immigrant communities, and the possible chilling effect on the educational rights of immigrant students and families by reports about ICE raids and proposals like some of the foregoing, the Board hereby restates its position that all students have the right to attend school regardless of the immigration status of the child or of the child's family members; and

BE IT FURTHER RESOLVED: That the Board states that all LCER students, who register for and meet the federal and state criteria, are entitled to receive all school services, even if they or their family are undocumented and do not have a social security number and that no LCER staff shall take any steps that would

deny students access to education based on their immigration status or any steps that would “chill” the *Plyler* rights of these students to public education; and

BE IT FURTHER RESOLVED: That the Board declares that every LCER site is a safe place for all students and their families and encourages the President/CEO to increase and enhance partnerships with community-based organizations who provide resources for families facing deportation and assist children whose family members have been detained;

BE IT FURTHER RESOLVED: In order to provide a public education, regardless of a child’s or family’s immigration status, absent any applicable federal, state, local law or regulation or local ordinance or court decision, the LCER shall abide by the following conduct:

1. LCER personnel shall not treat students differently for residency determination purposes on the basis of their actual or perceived immigration status and shall treat all students equitably in the receipt of all school services.
2. LCER personnel shall review the list of documents that are currently used to establish residency and shall ensure that any required documents would not unlawfully bar or discourage a student who is undocumented or whose parents are undocumented from enrolling in or attending school.
3. LCER personnel shall not inquire about a student’s immigration status, including requiring documentation of a student’s legal status, such as asking for a green card or citizenship papers, at initial registration or at any other time.
4. LCER personnel shall not make unreasonable inquiries from a student or his/her parents for the purpose of exposing the immigration status of the child or his/her family.
5. LCER personnel shall not require students to apply for Social Security numbers nor should the LCER require students to supply a Social Security number.
6. If parents and or students have questions about their immigration status, school personnel shall not refer them to ICE but should instead refer them to community-based organizations that provide resources for immigrant families and families facing deportation.
7. Because it is the general policy of the LCER not to allow any individual or organization to enter a school site if the educational setting would be disrupted by that visit, any request by ICE to visit a school site must be forwarded to the President/CEO’s office for review before a decision is made to allow access to the site.
8. All requests for information or documents by ICE should be forwarded to the President/CEO, who in consultation with LCER legal counsel, shall determine if the information and/or documents can be released to ICE.

BE IT FURTHER RESOLVED: That the President/CEO shall ensure that all teachers, school administrators and school and LCER office and other staff will be appropriately and adequately trained on how to implement this policy; and parents will receive notification in various languages of the new LCER policy to fully inform families of their rights in the LCER; and

BE IT FURTHER RESOLVED: That the President/CEO shall prepare an implementation plan defining partnerships with community organizations and training and support for school site employees; and be it finally

RESOLVED: That the Board instructs the President/CEO to distribute copies of this Resolution, translated into all appropriate languages, to both school sites.

APPROVED AND ADOPTED this 13th day of March, 2017.

ATTEST:

H.O. “Bud” Biggs, Chairman of Board

Academy for Academic Excellence School Board Committee

Regular Meeting of the Board of Directors

Minutes

February 9, 2017

1.0 CALL TO ORDER:

The meeting was called to order by Kevin Porter at 7:05 am.

2.0 Roll Call:

Directors Present: David Bains, Jose Palafox (on phone), Kevin Porter, Rick Wolf and Robert Lovingood (Mr. Lovingood asked to be excused at 7:35 am)

Directors Absent: None

Staff Members Present: Lisa Lamb, Wes Kanawyer, Valli Andreasen, Jim Quinn, Ryan Dorcey, Breanna Beare, Stacy Newman, Veronica Calderon and Sherri Pearson

Student Representatives Present: Nissi Rodriguez and Jessi Vaage

3.0 PUBLIC COMMENTS: None

4.0 SPECIAL PRESENTATIONS/ANNOUNCEMENTS:

.01 Student Representative Report – December & January – Student Ambassadors, Nissi Rodriguez and Jessi Vaage reported on the following events during December 2016 and January 2017: Senior Coffee House, Santa Photos, Winter Break, Kitty Hawk Donate a Dollar Campaign, ASB Movie Night, Costa Rica Club Fundraiser (Coffee Bean Sale), Senior Fundraiser (Chocolate Bar Sale), Santa Shop, Band Concert, Elf Play, Basketball and Soccer Games, National Honor Society Induction Ceremony, Homecoming Week and the upcoming Ambassadors field trip to Sacramento in April.

5.0 CONSENT AGENDA:

.01 Approve Minutes of January 12, 2017 Regular Meeting

On a motion by David Bains and seconded by Robert Lovingood, vote 5-0 Action Item 5.01 was approved.

6.0 DISCUSSION/ACTION ITEMS: None

7.0 INFORMATION INCLUDED IN PACKET:

.01 Principal's Report – Wes Kanawyer – Mr. Kanawyer reflected on a few highlights:

- a. During the Lions Club Speech Contest at Spring Valley Lake, AAE Student Ambassador, Enrique Garcia swept the competition.
- b. A team of eight AAE staff members, through the Ramp Up Grant, attended the High Tech High Winter Residency in San Diego to collaborate with a comparable school to AAE. From what was learned, AAE plans on showcasing student work to students, staff and parents.

Mr. Porter stated that AAE should have a Board/Staff/Student partnership to present to the public what is produced at AAE.

.02 AAE Comparatives – Jim Quinn – Mr. Quinn provided a handout of the financial comparatives. Mr. Quinn let the Board know that it was time for the Finance Committee to revise the present budget and that they are in the process of preparing the annual budget. Expenditures to date are 59% of the school year budget.

8.0 BOARD/STAFF COMMENTS: *(Board members may ask a question for clarification, make a brief announcement, make a brief report on his or her own activities or report on future agenda items.)*

.01 Lisa Lamb – Mrs. Lamb shared an ad on local radio stations and a handout, the subject title being “Kids not Profits” sponsored by the California Teachers Association. The ad portrayed charter schools negatively. Discussion revealed that the ad did not apply to AAE but to Magnet Schools that are district schools. AAE should be ambassadors of the Charter School movement.

.02 Valli Andreasen – Mrs. Andreasen reported that next year, AAE Elementary will be going to a standards based report card and as a result grades will be more accurate, consistent and meaningful.

.03 Jose Palafox – Mr. Palafox asked for an update on the 5th Grade parent complaint. Mrs. Lamb responded that Mrs. Andreasen and she interviewed staff and students and found that the complaint was not substantiated and the parents withdrew the student.

9:0 ADJOURNMENT:

There being no further business to come before the Board, the meeting was adjourned at 7:56 am.

Respectfully submitted,

Sherri Pearson

Administrative Assistant to the AAE Elementary Principal

2016-17 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Teacher & Principal Training & Recruiting.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, mflommer@cde.ca.gov, 916-324-5689

Juan J. Sanchez, Educator Excellence Office, jsanchez@cde.ca.gov, 916-319-0452

2016-17 Title II, Part A entitlement	\$7,558
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$7,558
Repayment of funds	\$0
Repayment comment	
Provide an explanation of why repayment dollars were added back to the allocation	
2016-17 Allocation	\$7,558
Administrative and indirect costs	
2016-17 Title II, Part A adjusted allocation	\$7,558

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2016-17 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

Title I, Part A (Basic) SACS Code 3010	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Educator Quality) SACS Code 4035	No
Title III, Part A (Immigrant Students) SACS Code 4201	No
Title III, Part A (English Learner Students) - 2% maximum SACS Code 4203	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

*****Warning*****

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Minutes for Regular Meeting of the Norton Science and Language Academy School Board Committee

February 21th, 2017- 7:30 a.m.

1. **CALL TO ORDER**: Chairman, Duberly Beck called the meeting to order at 7:38am.
2. **ROLL CALL**: Chairman, Duberly Beck
NSAA School Board Committee Members Duberly Beck, Andrew Jaramillo, Scott Johnson, Peter Torres and Marcia Vargas were present.
NSAA School Board Committee Members Absent: None
Staff Members Ryan Dorcey, Darren Dowd, Myrna Foster, Lisa Lamb, Stacy Newman, and Jim Quinn were also present.
Angel Arrington represented San Bernardino County Superintendent of Schools.
3. **PUBLIC COMMENTS**- No public comments.
4. **CONSENT AGENDA**:
 - .01 Approval of NSLA January Minutes.
 - .02 Approval of the NSLA MOU
 - .03 Approval of NSLA Field Trips
 - 8th grade field trip to PAL, Institute (Running Springs)
 - 7th grade field trip to Ocean Institute (Dana Point)

- Scott Johnson made a motion to approve consent agenda items 4.01-4.03, motion seconded by Maria Vargas, vote 5 to 0 to approve consent agenda items 4.01 – 4.03.
5. **DISCUSSION/ACTION ITEMS**:
 - .01 Update of 9-12 Grades (Lisa Lamb)
 - Lisa Lamb presented that we are in the final stages of finalizing the NSLA MOU with the SBCSS. She is awaiting a response from the attorney of YM&C. Jim Quinn had made some suggestions to the MOU. Lisa has presented these suggestions to Angel Arrington for input.
 - .02 Update on Prop 39 response from SBCUSD (Lisa Lamb)
 - NSLA has applied for Proposition 39 with SBCUSD which was as a plan B if NSLA did not remain on the current leased property with SB County/San Bernardino City. The Prop 39 response was provided in the board packet. NSLA was not aware the SBCUSD was inquiring about the property. A possible facilities lease agreement may be negotiated with a possible extended term with SBCUSD. Lisa will keep the NSLA board up to date with Prop39.
 - .03 Approval of Prop 51 application (Lisa Lamb)
 - Prop 51, Veronica Calderon will be providing the information for the Prop 51 application. We will need to fill out all the qualifications that the application lists. Prop 51 information was provided in the NSLA board packet.
 - .04 Public Schools are safe haven for California’s students and families: “What are we doing to ensure this at NSLA?”
 - Marcia Vargas discussed the importance of schools as safe havens letter that was sent to all schools. Marcia would like to know if NSLA teachers and students have been given the letter regarding schools are safe havens for all students. The letter stated that ICE (Immigration and Customs Enforcement) are not allowed to step onto any schools. Toni has communicated with Marcia that the administration has been diligently working on the resolution for NSLA students and families. Marcia has forwarded the response letter template to Toni, but suggested for the LCER to send a letter of resolution as well.
 - Marcia would like to add an item for the March agenda, and attach the NSLA resolution letter to the February NSLA board minutes.
6. **INFORMATION INCLUDED IN PACKET**:
 - .01 Principal’s Report (Lisa Lamb)
 - Lisa Lamb presented the principal’s report for Toni Preciado and a Kindness week video was presented to the NSLA board committee.

-Duberly Beck would like the Parent Square updates to be sent to all NSLA board committee and LCER board members.

-Ryan Dorcey will have IT look into sending parent square updates to NSLA board and LCER board members.

.02Financial Reports (Jim Quinn)

- Jim Quinn provided financial report in the board packet. The finance committee will begin preparations for the 2017-18 school budget. Jim will be working diligently with the finance team to ensure the budget for 2017-18 will be prepared for board approval.

-Andrew Jaramillo asked with the STRS and PERS rising in benefits, is there an idea what the budget will look like?

-Duberly Beck has received positive feedback from teachers that they are very happy with the benefits they receive as employees of NSLA.

-Scott Johnson commented regarding the waiting list. We have 91 Kindergarten students coming in for the 2017-18 school year, not including the incoming Transitional Kindergarteners and other grade levels. On the 2016-17 total capital outlet \$118,000 spent \$21,000.

7. BOARD/STAFF COMMENTS:

-Peter Torres provided real estate properties near the NSLA campus that are for sale. Documentation was provided for the board committee.

-Lisa Lamb was very thankful to see that Peter Torres was being proactive in looking at nearby facilities in the current real estate market. Also, noted Lisa met with CCSA and the theme of the meeting was how to be a positive leader in our charter school community. There will be another follow up meeting Wednesday at SBVC.

-Marcia Vargas was a science fair judge and she and her husband enjoyed the experience very much. She encourages all NSLA board members to join next year. Marcia shared if there are any questions regarding the registration for CAFE, please contact her via email or phone. There are over 4,000 registered for the March CAFE Conference at the Anaheim Convention Center.

- Myrna Foster thanked David Garcia for all his efforts in the SART meetings that have taken place since the beginning of February.

ADJOURNMENT: Chairman Duberly Beck adjourned the meeting at 8:46am.

2016-17 Title I, Part A LEA Allocation

The purpose of this data collection is to calculate the full Title I Part A allocation available to the LEA.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, jliang@cde.ca.gov, 916-319-0259
 Jacqueline Matranga, District Innovation and Improvement Office, jmatranga@cde.ca.gov, 916-445-4905

2016-17 Title I, Part A entitlement	\$227,118
Transferred-in amount	\$0
Title I, Part A entitlement after transfers	\$227,118
Note: In order for the 2015-16 Allowable Carryover amount to be pre-populated, the 2015-16 Title I, Part A Carryover data collection should be completed and saved before beginning data entry on this data collection.	
2015-16 Allowable Carryover (Allowable values are the 12 month 2015-16 carryover amount or, whichever is less either the 15 month 2015-16 carryover amount or 15% of the 2015-16 entitlement plus transfers-in amount)	\$10,803
Repayment of funds	\$0
2016-17 Total allocation	\$237,921
Indirect cost reservation	\$0
Administrative reservation	\$0
2016-17 Title I, Part A adjusted allocation	\$237,921
Indirect Cost and Administration Calculation Tool To help determine allowable indirect cost and administration reserves, based on your Approved Indirect Cost Rate as defined on http://www.cde.ca.gov/fg/ac/ic/ , below are recommended values.	
2016-17 Approved indirect cost rate	4.92%
Maximum allowable indirect cost reservation	\$11,156
Recommended administration reservation	\$24,531

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2016-17 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
 Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948

Nonprofit Private School Equitable Services Percentage Calculation

Total participating nonprofit private school low income students	
Total participating attendance area low income students	
Percent of nonprofit private school low income students for equitable service calculations	0.00%

Required Reservations

Title I Part A adjusted allocation	\$237,921
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Parental Involvement

Parental involvement (1% of the entitlement plus transfers-in if greater than \$500,000.)	\$0
Supplemental parental involvement (Optional: Additional discretionary set-aside.)	\$2,380
Nonprofit private school parental involvement set-aside	\$0
Amount remaining	\$2,380
Public school parental involvement	\$0
Balance available for LEA parental involvement activities	\$2,380

Direct and Indirect Services

Direct or indirect services to homeless children, regardless of their school of attendance	\$1
Homeless services provided (Maximum 500 characters)	We do not have identified homeless students that receive additional services

Program Improvement (PI)

The following reservation is required if the LEA is in Program Improvement, or has one or more schools in Program Improvement.

Program Improvement activities (Including Alternative Supports and public school Choice Transportation.)	\$45,425
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2016-17 Title I, Part A Reservations, Required

To report LEA required reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
 Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948

Program Improvement comments (Maximum 500 characters)	We have reserved 20% of the 2016-2017 school year to provided Supplemental Educational Services to low income students.
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Program Improvement Professional Development

Professional development funds	Yes
Will the LEA use PI school-level professional development funds to help meet the LEA 10% minimum professional development requirement?	
PI professional development (Minimum 10% of the entitlement plus transfers in.)	\$22,711
2015-16 PI professional development carryover	\$0
Total PI professional development	\$22,711

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2016-17 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
 Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904

Allowed Reservations

Professional development for credentialed teachers and highly qualified paraprofessionals

Professional development for teachers and paraprofessionals	
Nonprofit private school equitable services	\$0
Professional development reserved for public schools	\$0

District-wide Instructional Programs

District-wide instructional programs (Non-PI activities)	
Nonprofit private school equitable services	\$0
District-wide instructional programs for Title I public schools	\$0

Other School Programs

Other school programs Including summer school or intersession programs or before and after school programs.	
Nonprofit private school equitable services	\$0
Other school programs reserved for public schools	\$0

Other Allowable Reservations

Salary differentials	
Preschool programs	
Capital expenses for nonprofit private schools	

Program Improvement Activities

Teacher incentives and rewards (Maximum 5% of entitlement after transfers.)	
Professional development of credentialed teachers	
Technical assistance to schools	
Summer school, intersession programs or before and after school programs	

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2016-17 Title I, Part A Reservations, Allowed

To report LEA allowable reservations before distributing funds to schools, and to calculate and report nonprofit private school set-aside values.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
 Nancy Bodenhausen, Title I Policy and Program Guidance Office, NBodenhausen@cde.ca.gov, 916-445-4904

Reservation Summary

Adjusted Allocation	\$237,921
Total required reservations	\$70,517
Total allowed reservations	\$0
Allocations after reservations	\$167,404
Total nonprofit private school set aside	\$0
Nonprofit private school Parental Involvement set-aside	\$0
Public school Parental Involvement set-aside	\$0
Amount available for Title I, Part A school allocations	\$167,404

*****Warning*****

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2016-17 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the LEA for Title II, Part A Teacher & Principal Training & Recruiting.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, mflemmer@cde.ca.gov, 916-324-5689

Juan J. Sanchez, Educator Excellence Office, jsanchez@cde.ca.gov, 916-319-0452

2016-17 Title II, Part A entitlement	\$2,914
Total funds transferred out of Title II, Part A	\$0
Total entitlement after transfers	\$2,914
Repayment of funds	\$0
Repayment comment	
Provide an explanation of why repayment dollars were added back to the allocation	
2016-17 Allocation	\$2,914
Administrative and indirect costs	\$0
2016-17 Title II, Part A adjusted allocation	\$2,914

*****Warning*****

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2016-17 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

Title I, Part A (Basic) SACS Code 3010	No
Title I, Part C (Migrant Education) SACS Code 3060	No
Title I, Part D (Delinquent) SACS Code 3025	No
Title II, Part A (Educator Quality) SACS Code 4035	No
Title III, Part A (Immigrant Students) SACS Code 4201	No
Title III, Part A (English Learner Students) - 2% maximum SACS Code 4203	No
Title IV, Part B (21st Century Community Learning Centers) SACS Code 4124	No

*****Warning*****

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LICENSE AGREEMENT

FOR

17500 MANA ROAD, APPLE VALLEY, CA 92307

1. BASIC PROVISIONS

1.1 Parties. This License Agreement (“**License**”) is made this March __, 2017, which date is for reference purposes only, by and between the High Desert 'Partnership In Academic Excellence' Foundation, Inc., a California public benefit corporation, doing business as the LEWIS CENTER FOR EDUCATIONAL RESEARCH (“**Licensor**”), and KEMPER CAMPBELL RANCH, a California Limited Liability Company (“**Licensee**”). Licensee and Licensor are hereinafter collectively referred to as the “**Parties**” or individually as a “**Party**.”

1.2 Property and License Area. Licensor is the legal owner and title holder of that certain property located at 17500 Mana Road, Apple Valley, CA 92307 (“**Property**”). Licensee conducts agricultural uses on that portion of the property comprising approximately twelve (12) acres and situated at the southwest corner of APN 0483-183-22 (the “**License Area**”).

1.3 Revocation. Licensor may revoke this License effective upon thirty (30) days written notice to Licensee. Notwithstanding the foregoing, Licensor agrees that this License shall not be revoked before **March 1, 2018**.

1.4 License Fee. Licensee agrees pay to Licensor on or before the first day of each month the following amount in accordance with the terms of this License:

_____ HUNDRED DOLLARS (\$_00).

1.4.1 Payment of Fee. The License Fee shall be payable from any account utilized by Licensee, and payments can be made by check or in the form of a wire (electronic) transfer into Licensor’s bank account. A failure to pay the License Fee shall not be considered an event of default under this License unless Licensee fails to pay such Fee within fifteen (15) calendar days after the same is due, owing, and payable.

1.4.2 Late Fee. Licensee acknowledges that the late payment of Fee may cause Licensor to incur costs and expenses, the exact amount of which is difficult to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Licensor. If any installment of Fee due from Licensee is received by Licensor after the fifteenth (15th) day of the month, Licensee shall pay to Licensor a late fee of five percent (5%) of the amount due, which shall be deemed “Additional Fee” and shall be paid with the current installment of Fee. Licensor’s right to collect a late fee shall not constitute a waiver as to any default by Licensee. Licensor’s acceptance of late fee shall not be deemed an extension of the date Fee is due under Sections 1.4 and 1.4.1, or prevent Licensor from exercising any other rights and remedies under this License, as provided by law.

1.5 Use. The License Area shall be used for grazing cattle and ancillary agricultural uses. Licensee's use of the License Area shall be non-exclusive.

1.6 Hazardous Substances. The term "**Hazardous Substances**" as used in this License shall mean any product, substance or animal or industrial waste whose presence, use, manufacture, disposal, transportation, discharge or deposit, either by itself or in combination with other materials expected to be on the Property, is either: (i) potentially injurious to the public health, safety, welfare, or the environment, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability to any governmental agency or third party under any applicable statute or common law theory. Licensee shall not engage in any activity in or on the License Area which causes degradation to any surface water or groundwater or that constitutes a "Reportable Use of Hazardous Substances" without the express prior written consent of Licensor and timely compliance with all applicable requirements. If Licensee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the License Area or Property, other than as previously consented to by Licensor, Licensee shall immediately give written notice of such fact to Licensor.

2. USE OF LICENSE AREA

2.1 Licensee's Responsibility. Licensee agrees to supply all necessary water for its use and to follow all generally accepted animal husbandry practices related thereto, and to maintain the Property in the same condition as it existed when Licensee commenced its use. Licensee agrees to keep any and all animals from straying from outside of the License Area. Licensee agrees to keep the License Area separated from the remainder of the Property at all times by a fence, ditch or canal which shall be maintained by Licensee at no cost to Licensor. Licensee shall be responsible for any damage to the Property resulting from its use thereof, and shall reimburse Licensor for any and all costs incurred to repair, maintain, or otherwise ensure that the Property is maintained in the same condition as when Licensee began its use, reasonable wear and tear excepted. Licensee shall maintain any permit or other approval required by any local, state or federal agency related to Licensee's use of the Property.

2.2 Licensor's Responsibility. Provided that Licensee is not in default of any of the terms of this License, Licensor agrees to cooperate with Licensee to secure the benefits of the License.

3. INDEMNIFICATION AND INSURANCE

3.1 Licensee Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, and its officers, directors, partners, members, agents consultants, and employees ("Licensor Parties") from and against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Licensor, arising in whole or in part out of the use of the License Area or the activities conducted therein by Licensee, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done,

permitted or suffered by Licensee in or about the Property, or any breach or default under this License by Licensee, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property. Licensee's obligation to defend Licensor and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. Licensee's obligation shall not extend to any liability caused by the gross negligence or willful misconduct of the Licensor.

3.2 Licensor Indemnification. To the fullest extent permitted by law, Licensor shall indemnify, defend and hold harmless Licensee, and its officers, directors, partners, members, agents consultants, and employees ("Licensee Parties") from and against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Licensee, arising in whole or in part out of the Licensor's possession, use or occupancy of the Property or the conduct of its educational activities thereon by Licensor, including conduct of its administrators, employees, agents, representatives, students, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Licensor in or about the Property, or any breach or default under this License by Licensor, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person, animal, or property. Licensor's obligation to defend Licensee and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. Licensor's obligation shall not extend to any liability caused by the gross negligence or willful misconduct of the Licensee.

4. NOTICES

4.1 Licensee's Notification Address.

All notices required or permitted to be given to Licensee under this License shall be addressed to Licensee as follows:

Kemper Cambell Ranch
10 Kemper Campbell Ranch Road
Victorville, CA 92395
Telephone: (760) 403-1870

4.2 Licensor's Notification Address.

Lewis Center for Educational Research
17500 Mana Road
Apple Valley, CA 92307
Telephone: (760) 946-5414

5. BREACH BY LICENSOR

5.1 Licensor's Default. Except as provided to the contrary in this License, Licensor's failure to perform any of its obligations under this License shall constitute a default by Licensor under the License if the failure continues for thirty (30) days after written notice of the failure from Licensee to Licensor. If the required performance cannot be completed within thirty (30) days, Licensor's failure to perform shall constitute a default under the License unless Licensor undertakes to cure the failure within thirty (30) days and thereafter diligently pursues such cure to completion.

5.2 Licensee's Right to Cure Licensor's Default and Deduct Cost. Except as provided to the contrary in this License, if Licensee provides notice to Licensor of Licensor's failure to perform any of its obligations under this License and Licensor fails to provide such action as required by the terms of this License within the thirty (30) day period specified, Licensee may take the required action if: (a) Licensee delivers to Licensor an additional written notice advising Licensor that Licensee intends to take the required action if Licensor does not begin the required action within ten (10) days after the written notice; and (b) Licensor fails to begin the required action within this ten (10) day period. Licensor shall reimburse Licensee for all reasonable costs incurred in performing the required action within ten (10) business days after receipt of an invoice for same.

5.3 Fee Setoff. If, within thirty (30) days after receipt of Licensee's written demand for payment of Licensee's costs incurred in taking such action on Licensor's behalf, Licensor has not paid the invoice or delivered to Licensee a detailed written objection to it, Licensee may deduct from Fee payable by Licensee under this License the amount set forth in the invoice.

6. BREACH BY LICENSEE

6.1 Licensee's Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this License by Licensee:

(a) The failure of Licensee to make any payment of Fee or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of fifteen (15) calendar days after written notice thereof from Licensor to Licensee.

(b) The failure by Licensee to observe or perform any of its duties or responsibilities under this License to be observed or performed by Licensee, other than described in Paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from Licensor to Licensee; provided, however, that if the nature of its cure, then Licensee shall not be deemed to be in default if Licensee commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.

6.2 Remedies. In the event of any such default or breach by Licensee, Licensor may at any time thereafter, with or without notice or demand:

(a) Terminate Licensee's right to use of the License Area by any lawful means, in which case this License shall terminate and Licensee shall immediately surrender the same to Licensor. In such event Licensor shall be entitled to recover from Licensee:

(i) the unpaid Fee which had been earned at the time of termination;

(ii) any other amount necessary to compensate Licensor for all the detriment proximately caused by the Licensee's failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering use of the License Area and reasonable attorneys' fees.

(b) Continue the License and Licensee's right to use the License Area and recover the Fee as it becomes due. Acts of maintenance or the appointment of a receiver to protect the Licensor's interests, shall not constitute a termination of the Licensee's right to use the License Area.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state of California.

7. **MISCELLANEOUS**

7.1 Personal. This License is and shall remain personal to Licensee and shall not convey any exclusive or durable interest in real property. Licensee shall not voluntarily or involuntarily, by operation of law or otherwise, assign or hypothecate this License or any interest therein, or any portion thereof, nor shall Licensee permit any other person to occupy or use the License Area or any part thereof. Licensee shall not permit the entry by any third party upon the License area without the written permission of Licensor.

7.2 Survival. The expiration or termination of this License and/or the termination of Licensee's rights shall not relieve Licensee from liability under any indemnity provisions of this License as to matters occurring or accruing during the term hereof or by reason of Licensee's use of the License Area.

7.3 Non-Waiver. No waiver of any provision of this License shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this License must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

7.4 Severability. The invalidity of any provision in this License as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

7.5 Attorney's Fees. In the event of any litigation or arbitration between Licensor and Licensee to enforce any of the provisions of this License or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

7.6 Entire License. This License is intended by the Parties as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and

contemporaneous Licenses, agreements and understandings, oral or written, in connection therewith. This License may be changed or modified only upon the written consent of the Parties hereto.

7.7 Consent. Whenever Licensor's or Licensee's consent is required under any provision of this License, it shall not be unreasonably withheld, conditioned or delayed.

7.8 Notice. Except as expressly provided elsewhere in this License, all notices and other communication required under this License shall be in writing and delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United States mail; or (b) to the Party hereto to whom the same is directed at the addresses set forth in Section 4 herein. A Party hereto may from time to time change its mailing address by written notice to the other Party.

7.9 Authority of Licensor. Each individual executing this License on behalf of Licensor represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of Licensor, in accordance with the applicable trust agreement, or as an individual is authorized to execute this License and that this License is binding upon Licensor.

7.10 Authority of Licensee. If Licensee is a corporation, unincorporated association, general or limited partnership or individual owner, each individual executing this License on behalf of said corporation, unincorporated association, government agency, partnership or individual represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this License and that this License is binding upon said corporation and/or partnership or individual.

7.11 Governing Law. This License shall be governed, construed and interpreted by, through and under the laws of the State of California and in a court of competent jurisdiction of San Bernardino County.

7.12 Counterparts. This License may be executed in two or more counterparts, which shall, in the aggregate, be signed by all parties and constitute an executed License Agreement. Each counterpart shall be deemed an original instrument against any party who has signed it.

[signatures follow]

IN WITNESS WHEREOF, the Parties hereto have caused this License to be executed the day and year specified below their respective signature.

LICENSEE

KEMPER CAMPBELL RANCH

By: _____

Its: _____

Date: _____

LICENSOR

HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE FOUNDATION, INC., a California public benefit corporation, doing business as the Lewis Center for Educational Research.

By: _____

Lisa Lamb, President

Date: _____

SOIL SUPPLY AGREEMENT

THIS SOIL SUPPLY AGREEMENT (“Agreement”), dated February 15, 2017, is made by and between the Victor Valley Wastewater Reclamation Authority, a California joint powers authority (“VVWRA”) and The High Desert 'Partnership In Academic Excellence' Foundation, Inc., a California public benefit corporation, doing business as the Lewis Center for Educational Research (“Lewis Center”). VVWRA and the Lewis Center are sometimes hereinafter referred to individually as a “party” and collectively as the “parties”.

Recitals

- (a) The Lewis Center is the owner of certain property located at 17500 Mana Road in the Town of Apple Valley, California (“Property”).
- (b) VVWRA operates a wastewater collection and treatment system that provides wastewater service within the High Desert region, including the Town of Apple Valley (“System”).
- (c) As a result of severe rainfall in 2015, portions of the drying beds containing biosolids from VVWRA’s treatment operations were infiltrated with soil from surrounding slopes which collapsed into the drying beds, creating a mixture of topsoil and biosolids (“Soil Mixture”).
- (d) The biosolids that are contained in the Soil Mixture are compliant with 40 CFR Part 503, the rules for use of biosolids promulgated by the Environmental Protection Agency (“Part 503”) and have value as fertilizer to provide nutrients for soil.
- (e) Lewis Center currently permits Kemper Campbell Ranch (“Ranch”) to graze livestock on a portion of the Property and Ranch has requested that VVWRA spread the Soil Mixture on the Property and the adjacent properties used by the Ranch to promote the growth of ground cover as feed for its livestock.
- (f) Lewis Center is willing to allow the Soil Mixture to be spread on the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises set forth herein, the parties hereto agree as follows:

1. License to Enter Property. Lewis Center hereby grants to VVWRA a temporary license to enter upon the Property for the purpose of spreading the Soil Mixture on the Property in such areas as are authorized by the representatives of the Lewis Center (“License”). VVWRA, its employees and contractors, shall cooperate with the Lewis Center to minimize any disruption to the education and business activities of the Lewis Center that are conducted at the Property. The term of the License shall be for a period of forty-two (42) months, provided, however, that all spreading activities with respect to the Soil Mixture will be completed no later than August 31, 2017. The terms may be extended by mutual agreement of the parties as reasonably necessary for VVWRA to complete spreading of the Soil Mixture. Lewis Center acknowledges that Graham Equipment will provide transportation and spreading services on behalf of VVWRA.

2. Annual Testing. Lewis Center agrees that VVWRA, in cooperation with American Organics, will have the right to conduct annual testing of the areas upon which the Soil Mixture has been

spread to ensure ongoing compliance with Part 503 and the license granted pursuant to Section 1 above will cover all such activities. VVWRA will give Lewis Center no less than ten (10) days written notice of the dates upon which such testing will occur. Annual soil testing will continue for a period of three (3) years from the date that the soil is first deposited on the Property.

3. Approved Uses. VVWRA has informed Lewis Center that those areas of the Property containing the Soil Mixture may be used for the purposes described in the recitals, but not for any use that is not permitted pursuant to Part 503. Lewis Center covenants and agrees that it will only allow the Property to be used consistent with the activities permitted pursuant to Part 503, which expressly include use for the grazing of livestock.

4. Spreading of Soil Mixture. The amount of Soil Mixture to be spread on the Property will be determined in consultation between VVWRA and the Ranch and will be subject to approval by the representative of the Lewis Center. VVWRA makes no representation or warranty as to actual amount of Soil Mixture to be used on the Property or the efficacy of such mixture in promoting the growth of ground cover for the grazing of livestock.

5. Indemnity by VVWRA. In consideration of the grant of the License, VVWRA hereby agrees to indemnify, defend and hold harmless the Lewis Center, its directors, officers, employees, agents, successors and assigns (the "Indemnified Parties"), from and against all "Damages", as defined in Section 3 below, which may be imposed on, incurred by, or asserted against the Indemnified Parties as a result of (i) the activities of VVWRA or Graham Equipment while present on the Property or as a result of spreading any Soil Mixture on the Property or subsequent testing of said Soil Mixture; or (ii) any negligent act or omission of VVWRA, its employees, agents and contractors, occurring in or about the Property, including without limitation, damage to personal property or any death or bodily injury to Lewis Center's employees, agents, representatives and invitees.

6. Definition of Damages. As used herein, "Damages" shall mean all liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, assessments, levies, losses, fines, penalties, damages, costs and expenses, in each case as awarded by a court or arbitrator, including without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability.

7. Defense of Third Party Claims. Promptly following receipt of any written claim or legal proceeding asserted by a person or entity which is not a party to this Agreement (a "Third Party Claim"), the Indemnified Parties shall notify VVWRA of such claim in writing. VVWRA shall have a period of 30 days (or such lesser period as may be required to timely respond to a Third Party Claim) following the receipt of such notice to assume the defense thereof and VVWRA shall thereafter undertake and diligently pursue the defense of the Third Party Claim, with counsel acceptable to the Indemnified Parties. VVWRA shall reimburse Indemnified Parties for any legal expense reasonably incurred by Indemnified Parties to timely respond to a Third Party Claim prior to VVWRA assuming the defense thereof. VVWRA shall not consent to entry of judgment or enter into any settlement agreement, without the consent of the Indemnified Parties. The Indemnified Parties shall be entitled to participate in, but not control, the defense thereof, with counsel of their choice and at their own expense. If VVWRA fails to assume and diligently pursue the defense of such Third Party Claim, the Indemnified Parties may defend against such Third Party Claim in such manner as they may deem appropriate, including without limitation settlement thereof on such terms as the Indemnified Parties may deem appropriate, and to pursue such remedies as may be available to the Indemnified Parties against VVWRA. .

8. Notices. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by overnight courier service, properly addressed as set forth below or as shall be hereafter changed by written notice. Notice shall be deemed given upon delivery.

If to VVWRA: Victor Valley Wastewater Reclamation Authority
Logan Olds, General Manager
20111 Shay Road
Victorville CA 92394

If to Lewis Center: Lewis Center for Educational Research
Lisa Lamb, President
17500 Mana Road
Apple Valley, California 92307

9. Applicable Law. This Agreement and the rights and obligations of the parties hereto and thereto shall be governed by and construed in accordance with the laws of the State of California.

10. Inurement. This Agreement and the other documents executed and delivered in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective personal and legal representatives, heirs, successors, and assigns.

11. Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

12. No Modification. This Agreement may be waived, amended or modified only by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced, and such written instrument shall set forth specifically the provisions of this Agreement that are to be so waived, amended or modified.

13. Governing Law/Venue/Attorney Fees. This Agreement shall be governed by the laws of the State of California. Venue for any action to enforce the terms of this Agreement shall be in the courts for the County of San Bernardino, California, and the parties hereby submit to the jurisdiction of such courts. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to an award of its legal fees and costs.

[Signature Page Follows]

IN WITNESS WHEREOF, this Soil Supply Agreement has been executed as of the date first set forth above.

LEWIS CENTER:

THE HIGH DESERT 'PARTNERSHIP IN ACADEMIC EXCELLENCE' FOUNDATION, INC.,
a California public benefit corporation

By: _____
Name: Lisa Lamb
Title: President

VVWRA:

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY,
a California joint powers authority

By: _____
Name: Logan Olds
Title: General Manager

APPROVED AS TO FORM:

By: _____
Piero C. Dallarda of
Best Best & Krieger LLP

Revised 2016-17 Budget

Legend: Light Yellow = Subtotals
Light Green = Revised Expense Categories

	Original	All Funds and Programs	
Total Revenue	\$ 21,640,332	\$ 21,685,565	Additional revenue from Title I
Certificated Salaries 5100	\$ 8,312,194	\$ 8,488,168	Some salaries had not been updated for 2016-17 annual amount
Cert - Hourly 5102	\$ 52,402	\$ 52,402	
Cert - Subs 5103	\$ 439,261	\$ 439,261	
Cert - Supplemental 5104	\$ -	\$ -	
Cert - Stipend 5105	\$ 184,303	\$ 184,303	
Cert - OT 5106	\$ -	\$ -	
Total Certificated Salaries	\$ 8,988,160	\$ 9,164,134	
Classified Salaries 5110	\$ 3,157,255	\$ 3,261,643	Some salaries had not been updated for 2016-17 annual amount
Class - Hourly 5112	\$ 231,701	\$ 231,701	
Class - Subs 5113	\$ -	\$ -	
Class - Supplemental 5114	\$ -	\$ -	
Class - Stipend 5115	\$ -	\$ -	
Class - OT 5116	\$ -	\$ -	
Class - Differential 5117	\$ -	\$ -	
Total Classified Salaries	\$ 3,388,956	\$ 3,493,344	
Employee Benefits 5200	\$ 1,748,517	\$ 1,810,954	Revised due to revision to salaries
STRS 5201	\$ 1,026,414	\$ 1,042,261	Revised due to revision to salaries
PERS 5202	\$ 429,477	\$ 443,108	Revised due to revision to salaries
SS Classified 5204	\$ 258,874	\$ 216,587	Revised due to revision to salaries
Medicare 5205	\$ 185,297	\$ 183,533	Revised due to revision to salaries
Voluntary Retirement Program 5207	\$ 93,723	\$ 93,723	
SUI Classified 5208	\$ 6,390	\$ 6,329	Revised due to revision to salaries
Workers Comp 5209	\$ 141,556	\$ 136,701	Revised due to revision to salaries
Total Benefit Costs	\$ 3,893,948	\$ 3,933,197	
Approved Textbooks 5300	\$ 374,300	\$ 57,600	Large curriculum order was expenses in 2015-16
Books 5301	\$ 8,400	\$ 8,400	
Class Supplies 5320	\$ 153,845	\$ 153,845	
Other Supplies 5322	\$ 10,800	\$ 10,800	
Food 5360	\$ 330,000	\$ 330,000	
Office Supplies 5530	\$ 38,250	\$ 38,250	
Equipment (under 5k) 5325	\$ 92,598	\$ 92,598	
Emergency - First Aid 5532	\$ 2,000	\$ 2,000	
Computers 6210	\$ 157,000	\$ 157,000	
Software 6220	\$ 144,000	\$ 144,000	
Furniture 6230	\$ 105,000	\$ 105,000	
Books, Media, Library 6240	\$ 20,000	\$ 20,000	
Total Supplies	\$ 1,436,193	\$ 1,119,493	

Employee Admin	5220	\$ 4,700	\$ 4,700	
Volunteer Fingerprinting	52201		\$ -	
Reimburseables	5327	\$ -	\$ -	
Testing	5331	\$ 34,000	\$ 27,500	Recognition of partial state reimbursement
Referees	5340	\$ 16,250	\$ 16,250	
Field trip	5350	\$ 10,950	\$ 10,950	
Travel	5400	\$ 65,531	\$ 55,531	Conference schedule revised
Training & Conferences	5410	\$ 174,727	\$ 170,727	Conference schedule revised
Dues & Membership	5420	\$ 31,173	\$ 31,173	
AVUSD Fees	5421	\$ 9,000	\$ 9,000	
SB Co Fees	5422	\$ 78,219	\$ 78,219	
Banking Fees	5425	\$ -	\$ -	
Insurance	5430	\$ 157,036	\$ 108,144	Re-statement of insurance cost
Legal Fees	5440	\$ 167,000	\$ 167,000	
Consulting	5441	\$ 156,000	\$ 156,000	
SELPA Services	54411	\$ 87,968	\$ 87,968	
Trash-Sewer	5460	\$ 63,000	\$ 63,000	
Gardening	5470	\$ 26,250	\$ 26,250	
Janitorial	5480	\$ 208,000	\$ 208,000	
Pest Control	5490	\$ 2,000	\$ 2,000	
Security	5500	\$ 94,500	\$ 94,500	
Telephone	5510	\$ 57,900	\$ 57,900	
Utilities	5520	\$ 354,850	\$ 354,850	
Copier	5531	\$ -	\$ 96,200	Item missed in original budget
Postage	5540	\$ 16,250	\$ 16,250	
Equipment Repairs	6205	\$ 100,000	\$ 100,000	
Facilities - Maintenance	6010	\$ 150,000	\$ 150,000	
Auto	6110	\$ 4,000	\$ 4,000	
Bus	6115	\$ 51,000	\$ 51,000	
Rentals - Leases	5550	\$ 150,000	\$ 150,000	
Advertising - Marketing	5561	\$ 9,000	\$ 9,000	
Public Relations	5562	\$ 4,500	\$ 4,500	
Special Events	5563	\$ 20,520	\$ 20,520	
Total Services		\$ 2,299,624	\$ 2,331,132	
Sites - Improvements of Site	6000	\$ 328,000	\$ 328,000	
Building - Improvements of Bldg	6100	\$ 130,000	\$ 130,000	
Capital Equipment (Over 5k)	6200	\$ -	\$ -	
Total Capital Expenditures		\$ 458,000	\$ 458,000	
Interest Expense	5571	\$ 262,000	\$ 262,000	
Loan Principal	55711	\$ 140,000	\$ 140,000	
Tetra	5573	\$ 773,040	\$ 773,040	
Total Debt Service		\$ 1,175,040	\$ 1,175,040	
Total all Expenses		\$ 21,639,921	\$ 21,674,339	
Net		\$ 411	\$ 11,226	

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

A California Nonprofit Public Benefit Corporation

ARTICLE I - NAME

Section 1.0 Name.

The name of this corporation shall be the High Desert "Partnership in Academic Excellence" Foundation, Inc. ("Corporation"). Additionally, the Corporation shall do business as The Lewis Center for Educational Research and The Lewis Center Foundation.

ARTICLE II - OFFICES

Section 2.0 Principal Offices.

The principal office of the Corporation is at the Lewis Center for Educational Research, 17500 Mana Road, Apple Valley, CA, 92307.

Section 2.1 Change of Address.

The "Board" (as that term is defined in Section 7.0 hereof) hereby is granted full power and authority to change the location of the principal office of the Corporation. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment of these Bylaws

Section 2.2 Other Offices.

The Board may at any time establish branch or subordinate offices at any place.

ARTICLE III - PURPOSES

Section 3.0 Purposes.

The specific purposes of the Corporation are: (i) to promote and support the educational needs of the students, teachers and community members; and (ii) to receive and utilize funds acquired through the solicitation of donations, gifts, and bequests for the purposes for which this Corporation is formed. The mission of the Lewis Center for Educational Research is to ensure that

the schools and programs operated by the Corporation prepare students for success in a global society through data-driven innovative and research-proven practices in a safe and inclusive culture. In addition, the Corporation may manage, operate, guide, direct and promote public charter schools. In the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 4.0 Construction and Definitions.

Unless the context states otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 5.0 Dedication of Assets.

This corporation’s assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3). That organization shall be a public education organization serving students in San Bernardino County if it qualifies as a distributee under the provision of this Article.

ARTICLE VI - MEMBERS

Section 6.0 Members Prohibited.

In accordance with the Articles of Incorporation of the Corporation and with Section 5310 of the California Nonprofit Public Benefit Corporation Law, the Corporation shall have no members within the meaning of Section 5065 of the California Corporations Code (“CCC”). The Board of

Directors may, in its discretion, admit individuals to one or more classes of non-voting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate. The Corporation may allow members of the community to serve on its committees, but they will be considered volunteers, not members of the Corporation.

Section 6.1 Effect of Prohibition. Pursuant to Section 5310 (b) of the CCC, any action that would otherwise require approval by a majority of all members shall only require the approval of the Board.

Section 6.2 Other Persons Associated with the Corporation. The Corporation may refer to persons or entities associated with it as “members,” even though those persons or entities are not voting members, but no such reference shall constitute anyone a member within the meaning of Section 5056 of the CCC. The President/Chief Executive Officer of the Corporation shall serve in an ex officio capacity and will not be a voting member of the Corporation.

ARTICLE VII - BOARD OF DIRECTORS

Section 7.0 Board of Directors.

The Board of Directors for the Lewis Center for Educational Research shall meet at a minimum on a quarterly basis to carry out the overall business oversight of the Corporation. Scheduled meeting dates may be modified or cancelled as determined by the Board. The Board of Directors acts in the oversight capacity of the School Board Committees and all other committees.

Subject to the provisions and limitations of the California Non-Profit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or bylaws regarding actions that require approval of the members, the Corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (also known as the “Board”).

Section 7.1 Powers.

The Board shall perform such duties as are necessary to carry out the purposes of the Corporation as stated in the Articles of Incorporation, these Bylaws, and applicable laws and shall possess only those powers necessary and required to perform such duties.

(A) Specific Powers. The specific powers of the Board include but are not limited to the following:

- (1) Select, evaluate, and remove at the pleasure of the Board, the President/CEO and any officers and/or agents of the Corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation and with these bylaws; and fix their compensation, if any.

- (2) Appoint the Chairman and appoint and remove all directors appointed to the School Board Committee of any and all approved charter schools operating under this Corporation. The appointed directors will form that school's School Board Committee and will act in the capacity of a school board for that school. Each School Board Committee will be comprised of 5 members, all of whom shall also be members of the corporate Board of Directors.
- (3) Change the principal office or the principal business office in the State from one location to another; conduct business within or without the State; designate any place within or without the State for holding of any members' meeting including any annual meeting.
- ~~(4)~~ Borrow money and incur indebtedness for the stated purposes of the Corporation, and cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, or other evidences of debt and securities therefore.
- ~~(4)~~(5) Approve any MOU or Charter for any charter school the Corporation manages. In the case of a conflict between the requirements of the MOU or Charter and provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws which conflicts with or is inconsistent with the requirements of the MOU or Charter shall be deemed a violation of the MOU or Charter. In the case of such a conflict, the Board of Directors shall take prompt action to revise the Articles or Bylaws to make them consistent with the requirements of the MOU or Charter or seek a material revision to the MOU or Charter to make the Arrticles, Bylaws, MOU and Charter consistent.

Section 7.2 Interested Person.

No persons serving on the Board may be interested persons as defined herein:

- (A) An interested person means either:
 - any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise.
 - any ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.
- (B) The provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 7.3 Number and Qualifications of Directors.

- (A) The authorized number of persons to be elected as members (“Directors”) of the Board of Directors of this corporation shall be not less than five (5) nor more than thirteen (13) until changed by an amendment to these Bylaws duly adopted in accordance with Article XV hereof. Collectively, the Directors shall be known as the Board of Directors (“Board”).
- (B) Any Director hereinafter elected to the Board must reside in San Bernardino County and have an interest in education and charter school governance. One Director position with no residence requirement shall be reserved for an individual who brings exceptional skills, background, affiliations, or expertise in an area specific to the LCER mission.
- ~~(B)~~(C) The authorizer of any charter school the Corporation may manage shall be entitled to a single representative on the Board of Directors. The authorizer or its designee, at its discretion, shall appoint the representative, but it will be within the authorizer’s sole discretion whether or not to appoint such a representative at any time. Any representative appointed by the authorizer shall serve solely at the authorizer’s discretion and shall have no limit on the number of consecutive or total terms he or she may serve. The representative shall serve at the pleasure of and be removed only by the action of the authorizer or designee. The representative shall serve on the charter school subcommittee of the school of authorization but may not serve on the charter school subcommittee of any other school the Corporation may manage. The representative may not serve as an officer of the corporation.

Section 7.4 Nomination: Election and Term of Office.

- (A) Any non-interested person may be nominated to be a Director by the method of nomination authorized by the Board in Board Policy or by any other method authorized by law.
- (B) Directors shall be elected by the Board at the annual meeting.
- (C) Hereinafter Directors shall be elected to a three (3) year term and may serve two (2) consecutive three (3) year terms at the pleasure of the Board. A Director may be reelected after a one-year period off the Board.
- (D) A vacancy occurring in the office of Director may be filled by the Board for the balance of the unexpired term and until a successor has been qualified and elected.
- (E) Terms will be staggered at the discretion of the Board, and in compliance with the CCC, including but not limited to section 5220 (a).

Section 7.5 Resignation and Removal of Directors.

- (A) Except as provided in paragraph (C) of this Section 7.5, any Director may resign effective upon giving written notice to the Chairman of the Board, the Secretary, or the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the effectiveness of such resignation. Unless such resignation specifies otherwise, its acceptance by the Corporation shall not be necessary to make it effective.
- (B) Any Directors may be removed without cause if such removal is approved by the affirmative vote of a majority of the Directors.
- (C) Except on notice to the CA Attorney General, no director may resign if corporation could be left without a duly elected director or directors.

Section 7.6 Vacancies on Board.

A vacancy or vacancies on the Board of Directors shall exist on the occurrence of the following:

- (A) The death, resignation, or removal of any Directors,
- (B) An increase in the authorized number of directors,
- (C) The declaration by resolution of the Board of a vacancy in the office of a Director who has been appointed a conservator and/or declared of unsound mind by an order of a court, convicted of a felony, or finding by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the CCC or otherwise.

Section 7.7 Meetings.

Meetings of the Board shall be held at the principal office of the Corporation unless another place is stated in the notice of the meeting. Notwithstanding any other provision in these bylaws, all meetings of the Board shall be held in compliance with the requirements of the Ralph M. Brown Act as set forth in Section 54950 of the California Government Code.

- (A) An annual meeting of the Board shall be scheduled each fiscal year. At the annual meetings, Directors and officers shall be elected and any other proper business may be transacted.
- (B) Regular meetings of the Board shall be held at such time and place specified by the Board.
- (C) A special meeting of the Board may be called by the Chairman of the Board or any other officer.
- (D) Notice of the time and place of special meetings shall be delivered by telephone or electronic communication to each Director or sent by first-class mail addressed to each Director at his or her address as it is shown upon the records of the Corporation. Notice of meetings shall be in accordance with the Brown Act.

- (E) Notwithstanding anything in this section to the contrary, the President/CEO or Chairman of the Board may call an emergency meeting of the Board, giving at least one hour notice to the media if such a meeting is, in the opinion of the President or Chairman of the Board, necessary to deal with an unforeseen emergency condition. An "emergency condition," is as defined by the Brown Act.
- (F) Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as Brown Act requirements are met.
- (G) A majority of the authorized number of Directors shall constitute a required quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a required quorum is present shall be regarded as the act of the Board, subject to the provision of the California Nonprofit Public Benefit Corporation Law, especially those provisions relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors.
- (H) A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the adjourned meeting must be given in accordance with the Brown Act.

Section 7.8 Fees and Compensation of Directors.

Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 7.1(A). Section 7.9 Required Vote of Directors.

- (A) Every act or decision done or made by a majority of the Directors present at a meeting duly held at which quorum is present is the act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.
- (B) Notwithstanding paragraph (A) of this Section 7.9, the appointment or removal of the President/CEO requires the affirmative approval of a majority of the authorized number of Directors.

ARTICLE VIII - OFFICERS

Section 8.0 Officers.

The officers of the Corporation shall be a Chairman of the Board, a Vice Chairman, a Secretary and a Treasurer, and such other officers with such titles and duties as shall be determined and

deemed advisable by the Board. The same person may hold any two or more offices, except that neither the Secretary nor the Treasurer may serve concurrently as Chairman of the Board (CCC §5213).

- (A) The Chairman of the Board shall preside at all meetings of the Board. The Chairman of the Board is authorized to sign all contracts, notes, conveyances, and other papers, documents, and instruments in writing in the name of the Corporation. The Chairman shall appoint all committee chairs other than the chair of the Finance Committee and School Board Committees. The Chairman of the Board shall appoint all members of any committee, other than the School Board Committees. The Chairman may remove any member of any committee, with the exception of the School Board Committees. The Chairman of the Board has the authority to suspend a Director pending further action by the Board.
- (B) The Vice Chairman shall, in the absence of the Chairman or the inability or refusal of the Chairman to act, carry on all duties and powers required by law or conferred by these Bylaws upon the Chairman of the Board.
- (C) The Secretary shall keep or cause to be kept the minute book and/or electronic copies of the minutes of the Corporation. The Secretary shall sign in the name of the Corporation, either alone or with one or more other officers, all documents authorized or required to be signed by the Secretary
- (D) The Treasurer is the Chairman of the Finance Committee and shall assure that the duties of that committee, as defined in its Board-adopted committee job description, are carried out.

Section 8.1 Election of Officers.

The officers of the Corporation shall be elected from among the members of the Board at the annual meeting, and each shall serve at the pleasure of the Board.

Section 8.2 Removal of Officers.

- (A) Any officer elected by the Board may be removed from office at any time by the Board, with or without cause or prior notice.

Section 8.3 Resignation of Officers.

Any officer may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 8.4 Vacancies in Office.

- (A) A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointment to such office.
- (B) The Chairman may appoint another Director to fill the vacant officer position, pending election by the Board.

**ARTICLE IX
CONTRACTS WITH DIRECTORS AND OFFICERS**

Section 9.0 Contracts with Directors and Officers.

No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless allowed under the provisions of Government Code Section 1090.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

**ARTICLE X
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES,
AND OTHER AGENTS**

Section 10.0 Right of Indemnity.

To the fullest extent permitted by law, this Corporation shall indemnify its Directors, officers, employees, and other persons described in Section 5238 of the CCC , including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses" as used in this bylaw shall have the same meaning as in Section 5238 of the CCC.

Section 10.1 Approval of Indemnity.

On written request to the Board by any person seeking indemnification under Section 5238 (b) or Section 5238 (c) of the California Corporations Code, the Board shall promptly determine under

Section 5238 (e) of the California Code whether the applicable standard of conduct set forth in Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board shall authorize indemnification.

Section 10.2 Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by the Corporation as authorized in Section 5238 of the CCC prior to the final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the Director, officer, or employee to repay such amount unless it shall be determined ultimately that the Director, officer, or employee is entitled to be indemnified.

Section 10.3 Insurance.

The Corporation may purchase and maintain insurance on behalf of any Director, officer, or employee of the Corporation against any liability asserted against or incurred by the Director, officer, or employee in such capacity or arising out of the Director's officer's, or employee's status as such, whether or not the Corporation would have the power to indemnify the Director, officer, or employee against such liability under the provisions of Section 5238 of the CCC, except as provided in subdivision (I) of Section 5238 of the CCC.

ARTICLE XI STANDING COMMITTEES

Section 11.0 Authority of Committees.

An Executive Committee, comprised of the Board officers and Committee Chairs, may be designated if approved by the majority of the Directors present at a meeting at which a quorum is present. Such committee will have and may exercise the authority of the Board regarding urgent business in the interim time period between Board meetings. The committee will meet at the discretion of the Chairman of the Board or the President/CEO. Actions taken by the Executive Committee will be ratified at the next regular Board meeting.

Standing Committees, not having and exercising the authority of the Board in the management of the Corporation, may be designated if approved by a majority of the Directors present at a meeting at which a quorum is present. The Board may delegate some of its rights and duties to the committees other than the right to vote on any of the following matters:

- (A) for the election of a director, or the filling of a vacancy on the Board, or for the election of any officer; or
- (B) on the disposition of all or substantially all of the assets of the Corporation; or
- (C) on a merger; or
- (D) on a voluntary dissolution of the Corporation; or

(E) on amendments to the Corporation's Articles of Incorporation or Bylaws.

Unless the Board passes a resolution delegating its authority on certain matters to a committee, the committee is a recommending body only.

Section 11.1 Duties of the Chairman of the Board Regarding Standing Committees (Excluding School Board Committees).

The Chairman of the Board shall appoint the committee chairman of any committee formed pursuant to this Article XI of the Bylaws, with the exception of the Finance Committee.

The Chairman of the Board shall appoint the members of any committee formed pursuant to this Article XI of the Bylaws, with the exception that he or she shall be limited to appointing only three LCER Board members (in addition to the Chairman) to serve on the Fundraising Committee (the Lewis Center Foundation).

The Chairman of the Board may remove any committee members and/or chairman whenever in his or her judgment such removal serves the best interest of the Corporation, with the exception of the Finance Committee Chairman.

Section 11.2 Term of Office.

Each member of a committee shall continue as such until his or her successor is appointed, unless (i) the committee sooner shall have been terminated, (ii) such member sooner shall have been removed from such committee, or (iii) such member shall have ceased to be a member of the Board.

Section 11.3 Standing Committees (Excluding School Board Committees).

Standing Committees shall be the following: Executive, Finance, Personnel, and Fundraising (also known as The Lewis Center Foundation). As noted in 11.1 above, Committee Chairmen of all Standing Committees shall be appointed by the Board Chairman. The Committee Chairman shall preside at all meetings of the appointed committee and work to assure that the duties of the committee, as specified in its Board-adopted committee job description, are carried out.

ARTICLE XII INSPECTION RIGHTS

Section 12. Director's Right to Inspect.

Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's

agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law pertaining to access to books, records, and documents.

Section 12.1 Accounting Records and Minutes.

On written demand on the corporation, any member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the members, the Board of Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by the member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 12.2. Maintenance and Inspection of Articles and Bylaws.

This corporation shall keep at its principal California office the original or a copy of the article of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the articles of incorporation and bylaws, as amended to the current date.

**ARTICLE XIII
RECORDS AND REPORTS**

Section 13.0 Minute Book.

The Corporation shall keep or cause to be kept a minute book which shall contain:

- (A) The record of all meetings of the Board including date, place, those attending and the proceedings thereof, a copy of the notice of the meeting and when and how given, written waivers of notice of meeting, written consents to holding meeting, written approvals of minutes of meeting, and unanimous written consents to action of the Board without a meeting, and similarly as to meetings of committees of the Board established pursuant to the Bylaws and as to meetings or written consents of the incorporator or incorporators of the Corporation prior to the appointment of the initial Directors.
- (B) A copy of the Articles and all amendments thereof and a copy of all certificates filed with the Secretary of State.
- (C) A copy of the Bylaws as amended, duly certified by the Secretary.

Section 13.1 Annual Report.

- (A) The Board shall cause an annual report to be sent to each Director within 180 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail, of the fiscal year:
- (1) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.
 - (2) The principal changes in assets and liabilities, including trust funds.
 - (3) The revenue or receipts of the Corporation both unrestricted and restricted to particular purposes.
 - (4) The expenses or disbursements of the Corporation for both general and restricted purposes; and
 - (5) Any information required under these bylaws.
- (B) If the income statements and balance sheets referred to in this section have not been audited, they shall be accompanied by the report of any independent accountants engaged by the Corporation or the certificate of an authorized officer of the Corporation that such financial statements were prepared without audit from the books and records of the Corporation.
- (C) This requirement of an annual report shall not apply if the Corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors.

Section 13.2 Report of Transactions and Indemnifications.

As part of the annual report to all Directors, or as a separate document if no annual report is issued, the Corporation shall annually prepare and mail or deliver to each director a statement of any transaction or indemnification of the following kind within 180 days after the end of the Corporation's fiscal year:

- (A) Any covered transaction during the previous fiscal year involving more than fifty thousand dollars (\$50,000), or which was one of a number of covered transactions in which the same "interested person" had a direct or indirect material financial interest, and which transactions in the aggregate involved more than fifty thousand dollars (\$50,000). For this purpose, an "interested person" is either of the following:
- (1) Any Director or officer of the Corporation, its parent, or subsidiary (but mere common Directorship shall not be considered such an interest); or
 - (2) Any holder of more than ten (10) percent of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

- (B) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the Corporation, unless that indemnification has already been approved by the Directors under Section 5238 of the CCC.

Section 13.3 Audit Financial Statements.

The financial books and records of the Corporation shall be audited annually, at the end of the fiscal year, by an independent auditor assigned by the Board, in connection with the rendering of the annual report required by Section 901 of this Article. The Independent Audit Report to be prepared in accordance with GAAS. In addition, the financial books and records of the Corporation shall be audited upon the resignation of the Chief Financial Officer of the Corporation and at any other time as the Board may direct.

ARTICLE XIV GENERAL PROVISIONS

Section 14.0 Checks, Drafts, Evidences of Indebtedness, and Deposits.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board. All funds of the Corporation shall be deposited in a timely manner to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may direct.

Section 14.1 Contracts.

The Board, except as otherwise provided in these bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 14.2 Representation of Shares of Other Corporations.

The President, Chairman of the Board, the Vice Chairman, or any other person authorized by resolution of the Board, is authorized to vote on behalf of the Corporation any and all shares of any Corporation or Corporations, foreign or domestic, standing in the name of the Corporation. This authority to such person to vote or represent on behalf of the Corporation any and all shares

held by the Corporation in any other Corporation or Corporations may be exercised by any such person in person or by any person authorized to do so by duly executed proxy.

Section 14.3 Construction and Definitions.

Unless the context requires otherwise, the general provisions, rules of construction and definition in the CCC shall govern the construction of the Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a Corporation and a natural person.

Section 14.4 Self-Dealing.

In the exercise of voting right by Directors, no Director shall vote on any issue, motion or resolution which directly or indirectly inures to his or her benefit or detriment financially, No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless otherwise allowed under the provisions of Government Code Section 1090. In the case of a matter to be voted on, which is not a contractual arrangement with a Board member, but a Board member has a financial interest, the non-interested members of the Board may take action as long as the provisions of the Political Reform Act are followed, namely 1) the interested board member discloses the financial interest at the public meeting; 2) the interested Board member recuses him or herself from the discussion and action and leaves the room during the discussion; and 3) such disclosure and recusal is reflected in the minutes of the meeting.

Section 14.5 Gifts and Donations.

The Board may accept on behalf of the Corporation any contributions, gifts, bequests, or devises for the general purpose or for any special purpose of the Corporation that do not violate the Corporation's Articles of Incorporation.

Section 14.6 Bonding.

All employees handling funds shall be properly bonded.

ARTICLE XV AMENDMENTS

Section 15.0 Amendment of Bylaws.

The amendment of Bylaws requires the approval of seventy percent (70%) vote of the Board. If any provision of these ~~B~~ylaws requires the vote of a larger proportion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote. The Corporation shall provide written notice no less than three weeks prior to consideration of any proposed revisions to these Bylaws to the authorizer of any charter school the Corporation may manage. Should the authorizer or designee consider the proposed revision(s) to

be a material revision to the Charter School's governance structure or Charter, the Corporation may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code Section 47607 for material revision to the Charter.

Section 15.1 Amendment of Articles.

The amendment of Articles is provided for by California state law and requires the approval of not less than two-thirds majority of the Board and the filing of a certificate of amendment in the Office of the Secretary of State. The Corporation shall provide written notice no less than three weeks prior to consideration of any proposed revisions to Articles to the authorizer of any charter school the Corporation may manage. Should the authorizer or designee consider the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Corporation may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code Section 47607 for material revision to the Charter.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of the High Desert "Partnership in Academic Excellence" Foundation, Inc., a California nonprofit public benefit corporation ("Corporation"); and

2. that the foregoing Bylaws to which this certificate is attached, comprising 15 pages, constitute the Bylaws of such Corporation as duly approved and adopted by the Board of Directors of this Corporation at a meeting duly held on March 13, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this ___th day of _____, 20__.

Secretary

MEMORANDUM OF UNDERSTANDING

Oversight, Financial and Operational Memorandum of Understanding Between the San Bernardino County Superintendent of Schools and the High Desert “Partnership in Academic Excellence” Foundation, Incorporated, on behalf of Norton Science and Language Academy

I. GUIDING PRINCIPLES OF THIS MEMORANDUM OF UNDERSTANDING:

- *The San Bernardino County Superintendent of Schools (“SBCSS”) and County-authorized charter schools strive to have a partnership that exemplifies best practices with respect to the authorizer-charter school relationship.*
- *This Memorandum of Understanding (“MOU”) is an oversight and operational agreement that outlines and defines the Parties’ respective operational and reporting responsibilities.*
- *This MOU is aligned with the letter and intent of the California Charter Schools Act: accountability and oversight with minimal bureaucracy, with the primary intent to clarify the monitoring and oversight expectations and responsibilities and to clarify Norton Science and Language Academy charter school’s operations and obligations.*
- *On or about January 3, 2017, the San Bernardino County Board of Education approved the renewal of the Norton Science and Language Academy (“Charter School” or “NSLA”) charter petition for a term through and including June 30, 2022. NSLA is operated by The High Desert “Partnership in Academic Excellence” Foundation, Incorporated, doing business as the Lewis Center for Education Research.*
- *By approving the charter petition, the County assumes the oversight of the Charter School in accordance with the Charter Schools Act. The requirements outlined in this MOU allow the County to effectively oversee NSLA.*
- *High Desert “Partnership in Academic Excellence” Foundation, Incorporated, is a nonprofit public benefit corporation formed and operated pursuant to California law, and all obligations imposed herein on the Charter School are equally imposed on the nonprofit corporation. This corporation also operates and oversees the Academy for Academic Excellence (“AAE”) charter school.*
- *County and NSLA recognize that not all requirements governing charter school-charter authorizer relations, reporting, and oversight are memorialized herein, and therefore, the parties to this MOU agree that they are bound by and will comply with applicable portions of the Education Code, and all other applicable statutes, rules and regulations in addressing any matters not specifically addressed in the Charter and/or this MOU.*

II. INCORPORATION OF GUIDING PRINCIPLES

The Guiding Principles set forth above are incorporated herein and made part of this MOU.

III. PARTIES

The San Bernardino County Board of Education (“SBCBOE”) is a county educational agency existing under the laws of the State of California. It is the governing board for the San Bernardino County Office of Education, which is administered by the San Bernardino County Superintendent of Schools. SBCBOE and SBCSS are referred to interchangeably herein as “County” unless otherwise specified.

This MOU constitutes an agreement among the County, The High Desert “Partnership in Academic Excellence” Foundation, Incorporated (“Corporation”) doing business as the Lewis Center for Education Research, the operator of Norton Science and Language Academy. County, NSLA, and Corporation are collectively referred to herein as the “Parties.”

IV. BACKGROUND

The County has approved a charter petition from NSLA pursuant to the terms of the Charter Schools Act of 1992 (Education Code Section 47600 *et seq.*). This MOU is intended to outline the Parties’ agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters not otherwise addressed or resolved by the terms of the Charter.

V. TERM

This MOU shall commence on the date upon it is approved by the County and by the Corporation Board and shall stay in effect throughout the current term of the Charter School’s Charter, which runs through and including June 30, 2022. This MOU may be reviewed annually, and may be amended or augmented by addendum at any time upon mutual written agreement. The future renewal of the Charter School’s Charter will depend in part on the Charter School’s compliance with the terms of this MOU, County policy, and applicable law.

VI. PREVAILING AUTHORITY

This MOU is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A violation of the MOU shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation. In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this Agreement and nullified. In the event of a conflict between the Charter and this MOU, the terms of this MOU shall prevail.

VII. INTERPRETATION OF TERMS

Throughout this MOU and the Charter School’s Charter and any attachments, exhibits, and/or appendices thereto, any and all references to the Norton Science and Language Academy and/or NSLA, and/or the Charter School and/or the School, by any name or designation, shall apply with

full force and effect to the school itself and the nonprofit corporation, High Desert “Partnership in Academic Excellence” Foundation, Incorporated, to the extent that they are separate entities, and for all purposes related to this MOU or the Charter or the operations of the Charter School, both the school and the corporate entity, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this MOU and the Charter and any attachments, exhibits and/or appendices thereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this MOU and the Charter and any attachments, exhibits, and/or appendices thereto, any time that the Charter School indicates that it will follow the requirements of a particular Section of the Education Code or other law, it means that the Charter School will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

VIII. RESPONSIBILITIES OF THE PARTIES

A. The Role of the County in Overseeing the Charter School

The County believes that charter schools provide an opportunity to implement accountability-based school-level reform, support innovation which improves student learning, and provide choice for parents. In order to ensure the effectiveness of this effort, County will perform oversight functions mandated by state law.

For regular charter school monitoring, County staff will endeavor not to make any untimely or last minute special requests.

Monitoring visits will be made once or twice a year by the County to the Charter School. The Charter School will make available during these visits any and all documents and information requested by County that are disclosable under applicable law, in order to permit County to fulfill its oversight responsibility, either in hard copy or electronically as County may reasonably request. The Charter School will host the County in its monitoring visits and work to be as helpful as possible as the County fulfills its statutorily mandated monitoring duties.

In accordance with Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries by the County. The Charter School agrees to permit the County to inspect and receive copies of all records relating to the operation of the Charter School. The Charter School is subject to the California Public Records Act (“CPRA”); however, the County’s right to inspect and receive records is not based on the CPRA, but rather on the County’s oversight role. Nevertheless, County acknowledges that the Charter School may maintain the confidentiality of some files as permitted by the CPRA.

In accordance with Education Code Section 47607(a)(1)(A), the Charter School acknowledges that the County may inspect or observe any part of the Charter School at any time, with or without prior notice.

B. The Charter School’s Responsibilities

It shall be the Charter School’s duty and obligation, at the Charter School’s expense and cost and under the directive of the Charter School’s governing body, to manage, operate, and administer the Charter School. The Parties agree that, at all times, the Charter School remains accountable and subject to the oversight of the County as provided in the Charter Schools Act, the Charter, and this MOU as appropriate and consistent with applicable state laws.

1. Funding Sources

The Charter School will receive funding from the State directly. External resources of the Charter School will be considered in the Charter School's financial records upon receipt. Funding shortfalls will be the responsibility of the Charter School; however, any debt issuance by or on behalf of the Charter School in excess of \$25,000 must be reported to the Charter School Liaison, including financial details and conditions of such debt. The Corporation maintains a line of credit of \$2 million from Union Bank that is accessed as needed. The County will be notified regarding any changes in this line of credit.

The Charter School is fully responsible for collecting the funding entitlement generated from in lieu of property taxes directly from the district(s) in which the student(s) attending the Charter School reside, and for providing sufficient support documentation to such entity(ies) to ensure the accuracy of the tax billing.

2. Supervisorial Oversight Fee

The County will charge for the actual cost of supervisory oversight of the Charter School, up to any maximum permitted by law (currently defined and limited in Education Code Section 47613). The Charter School acknowledges that the County’s actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the County shall not be required to submit documentation of its actual oversight costs. The County will invoice the Charter School for the cost of supervisorial oversight fees.

3. Other Services Fees

The Charter School may opt to contract with the County for additional services for a fee, including Financial Services, State Teachers’ Retirement System (“STRS”) Enrollment and Report Preparation. Whether to provide such services upon request shall be in the County’s sole discretion. Any separate or additional services, including STRS Enrollment and Report Preparation, not included in this MOU that the Charter School desires to purchase shall be agreed upon in writing with a separate MOU. Specific cost and invoice schedule will be established in the separate MOU for additional services.

4. Students with Disabilities

a. SELPA Membership

The Charter School is a local educational agency (“LEA”) member of Desert Mountain Charter Special Education Local Plan Area (“SELPA”), and hereby acknowledges its responsibility as an

LEA for purposes of special education. The Charter School is solely and independently responsible for compliance with the Individuals with Disabilities Education Act (“IDEA”) and State special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to and/or enrolled at the Charter School. Any change to that status will require immediate revision to this Agreement.

b. IDEA and Section 504: Anti-Discrimination

The Charter School will ensure that no student is denied enrollment, continued enrollment, or otherwise discriminated against on the basis of special education eligibility or any disability.

c. Expertise and Responsibility of Charter School

The Charter School is responsible for the management of its special education budgets, personnel, programs and services. Charter School shall employ qualified, credentialed employees or contract with qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility and provide services for:

1. Child Find;
2. Interim Programs;
3. Referral;
4. Assessment;
5. Placement;
6. Special Education Instruction;
7. Related Services, including transportation;
8. Due process; and
9. Discipline/manifestation determination.

d. Section 504 FAPE

The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act (“ADA”), and all Office for Civil Rights mandates for students enrolled in the Charter School. The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, and that this is not a special education service for which special education funds may be used, even though students at the Charter School may be eligible for such services under Section 504. The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity such as learning is eligible for accommodation by the Charter School. The Charter School shall adopt legally compliant Section 504 policies, procedures and forms. These policies, procedures and forms will describe how the Charter School will:

1. Respond to requests from parents for evaluation and/or services;
2. Conduct evaluations of students;
3. Convene meetings to determine eligibility and/or placement and services;

4. Provide regular or special education services necessary to provide free, appropriate public education (“FAPE”) to students with disabilities eligible under Section 504; and
5. Convene impartial hearings if a parent wishes to contest a decision concerning FAPE.

e. Designated Employee

By September 1 of each year, Charter School shall designate a Charter School employee responsible for compliance with this Section and notify SBCSS in writing of the responsible individual prior to that date.

f. Discipline Procedures

In the case of pending discipline of a student with disabilities, the Charter School will ensure that it follows procedures to comply with the mandates of State and Federal laws for considering disciplinary action against disabled students. The Charter School acknowledges and understands that it shall be solely responsible for such compliance.

5. Data Reporting

a. Average Daily Attendance

The Charter School shall maintain an attendance system to record and account for student attendance and average daily attendance (“ADA”), which meets the requirements of the law. ADA is the total number of actual student days of attendance divided by the number of school days to determine the amount of revenue that is generated. “Attendance” shall mean the attendance of the Charter School pupils while engaged in educational activities required of them by the Charter School, as defined in Section 11960 of Title 5 of the California Code of Regulations and other applicable law. The Charter School shall report its ADA summary figures to the County in accordance with State Reporting Requirements and County Board Policy 604. (Attached as Exhibit 1 and incorporated herein.) County will report the ADA data to the California Department of Education (“CDE”) as required to enable the Charter School to receive the funding specified in this MOU. The Charter School shall provide County with the district-of-residence for all enrolled students each September.

The Charter School shall make available for County review and audit all supporting attendance documents, including approved weekly site-based attendance sheets, and evidence of contact made with parents or guardians when students are absent from school, e.g. parent contact logs, absence notes, phone logs, etc., as requested.

b. Enrollment

The Charter School shall complete and submit enrollment and other necessary demographic information to the County, to the California Longitudinal Pupil Achievement Data System (“CALPADS”), and to the California Basic Educational Data System (“CBEDS”) consistent with State timelines and requirements.

c. Recruitment and Enrollment

The Charter School’s recruitment and enrollment processes shall be as described in its approved Charter. The Charter School shall maintain on its website instructions for applying and information on the public random drawing and enrollment processes, including all pertinent dates and deadlines. Any procedures used to verify student residency must comply with state and federal law, and must not discriminate against students or prospective students based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or any other characteristic protected by law, or association with persons with any of these characteristics.

d. Reporting to Public Agencies

The Charter School shall submit to the County a copy of all reports or other documents that the Charter School is required to submit to the State or other public agency in the State, including, but not limited to:

1. P-1 Attendance Report to be submitted to the State each January 15th and reflecting attendance through the last full school month ending prior to December 31;
2. P-2 Attendance Report to be submitted to the State each May 1st and reflecting attendance through the last full school month ending prior to April 15;
3. Annual Attendance Report to be submitted to the State each July 15th and reflecting the entire fiscal year’s attendance (July 1 – June 30).

Such reports will be submitted to the County concurrently with submittal to the State or other public agency.

e. Notification to County Regarding Governing Body Composition

The Charter School shall annually (on or before December 31) send to the County a list of its directors and officers. The County shall be provided with immediate notice of any change in the composition of these directors or officers.

f. School Calendar and Schedules

The Charter School shall provide to County by July 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

g. Performance Assessments

The Charter School shall forward results, excepting individual student results, from all statewide assessments to the County promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt, except that results of the California English Language Development Test (“CELDT”) shall be submitted to the County no later than two (2) weeks after receipt of test results.

h. Annual Report to the San Bernardino County Board of Education

The Charter School shall post the School Accountability Report Card (“SARC”) to its website by February 1st and submit an electronic copy of the SARC to the County’s Charter Schools Liaison. The Charter School will also provide an Annual Report presentation to the County inclusive of the template of topics identified by the County. The Charter School will present this report to the SBCBOE at a meeting in the fall of each year. The Charter School will provide input and suggestions on template topics as desired.

6. Employee Retirement Systems

The Charter School has elected to allow qualified employees to participate in STRS and also to allow qualified employees to participate in the Public Employees’ Retirement System (“PERS”).

7. Governance Structure, Board Agendas and Minutes

The County shall be entitled to a single representative on the board of directors of the Corporation and the County or its designee, at its discretion, shall appoint the County representative, but it will be within the County or designee’s sole discretion whether or not to appoint such a representative at any time. Any County representative shall serve solely at the County’s discretion and shall have no limit on the number of consecutive or total terms s/he may serve. The corporate Bylaws shall be amended to specify that no restrictions on the appointment, qualifications, service, removal, or limitations on the number of terms or consecutive terms applicable to other members of the Board of Directors shall apply to any County representative appointee, and such appointee shall serve at the pleasure of and be removed only by the action of the County or designee. Further, any County representative shall be a full, voting member of the corporate board of directors and the corporate Bylaws shall not include any restrictions or limitations on the authority of any County representative except the Bylaws may specify that the County representative may not serve as an officer of the corporation. Should the County exercise its option to appoint a representative, the Corporation may choose to expand the number of directors by one in order to maintain an odd number of directors. The County representative shall be on the NSLA subcommittee. The AAE authorizer representative on the Corporation’s Board will not serve on the NSLA subcommittee.

Effective February 10, 2017, the Corporate Bylaws were revised to provide that the total number of Corporate Directors shall be reduced to 13 by December 31, 2017. The amended Bylaws to reflect the additional requirements in this section will be provided to the County by June 30, 2017.

Notwithstanding any conflict in the corporate Articles of Incorporation or Bylaws or the law controlling non-profit corporations, all business of the Charter School and its Board of Directors shall comply with all laws controlling charter schools and the Charter School, its Board of Directors, administrators, managers and employees, and any other Board committees of the Charter School, shall comply with all applicable federal and state laws and nonprofit integrity standards regarding ethics and conflicts of interest, and all provisions of law generally applicable to public agencies. The Charter School/Corporation shall comply with the Public Records Act (Government Code section 6250 *et seq.*), the Political Reform Act of 1974 (Gov. Code Section 81000 *et seq.*), the Brown Act (Government Code sections 54950 *et seq.*), and any other applicable conflict of interest prohibitions, including prohibitions applicable to California non-profit

corporations. By the terms of its Charter and/or this MOU, the Charter School is obligated to comply with the requirements of the Public Records Act, the Brown Act, and the Political Reform Act to the same extent as if the Charter School were a noncharter California public school district, regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

The Corporation shall adopt the Fair Political Practices Commission's Model Conflict of Interest Code, pursuant to California Code of Regulations, title 2, Section 18739, including the formal designation of reporters and reporting categories and the forms to be filed thereunder, and shall review, revise and maintain that Code as current throughout the term of the Charter, and provide a copy of that Conflict of Interest Code and the documentation of Board action adopting it (and any revisions thereto) to the County in addition to the Charter School's code reviewing body, and require all affected Charter School officers, employees, representatives, consultants and governing board members to comply therewith.

The Charter School Board shall adopt the rules and policies necessary to implement the provisions of Government Code Section 1126 at the Charter School.

In the case of a conflict between the requirements of this MOU or the Charter and provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws which conflicts with or is inconsistent with the requirements of the Charter or this MOU shall be deemed a violation of this MOU or the Charter. The Bylaws shall provide that in the case of such a conflict, the Corporation's Board of Directors shall take prompt action to revise the Articles or Bylaws to make them consistent with the requirements of the Charter and this MOU or seek a material revision to the Charter and/or MOU to make the Articles, Bylaws, Charter, and MOU consistent. Should the provisions of the Charter or this MOU conflict with the policies, practices, or terms of any collective bargaining agreement or other agreement of the Charter School, the provisions of the Charter and this MOU shall prevail.

The Board of Directors and the Charter School administration shall undergo training regarding conflict of interest, specifically including the Political Reform Act and the Brown Act on an annual basis throughout the term of the Charter. The training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the law, regulations, and rules governing conflicts of interests, specifically including the Political Reform Act and the Brown Act. Any new Board member or new Executive Director shall undergo such training within 60 days of taking the position with the Charter School.

The Charter School shall provide written notice to the County Superintendent of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the Corporation's Board. Should the County Superintendent or designee indicate that the County considers the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Charter School may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code Section 47607 for material revision to the Charter. Should the Charter School adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with

these requirements, it shall provide a final copy of the revised document to the County within three (3) business days of the adoption of such revision(s). On or before March 13, 2017, the Charter School's Bylaws shall be revised to specify these requirements for amendments thereto. The Charter School is not required to provide this prior notice to the County Superintendent for the revisions to its Bylaws specifically mandated by this MOU.

The Charter Board, and all other "legislative bodies" of the Charter School, as that term is defined in the Brown Act, shall hold meetings only in accordance with the requirements of the Brown Act, including, but not limited to, the agenda posting requirements, including concurrent posting on the Charter School's website, and the requirements for telephonic meetings and the prohibitions against action without a meeting. All approved meeting minutes will be posted on the Charter School's website.

8. Admission Applications

In order for students to be included in the public random drawing for admission to the Charter School (if a public random drawing is necessary), families must submit an application that includes only the student's name, grade, birthday, contact information for the family, including address to establish whether the student resides within the geographic area which is entitled to admission preference, and eligibility for any other admission preferences. The admission application submitted prior to any public random drawing and before a student is offered a space at the Charter School shall specifically be limited only to the above-listed general information and in no event shall any application/registration/enrollment materials that are requested or required prior to the student being offered a place at the Charter School include any information concerning any protected characteristic of the student or his/her parent/guardian, including, but not limited to, mental or physical disability or current or prior eligibility for services pursuant to the IDEA or Section 504.

9. Budget and Finance

The Charter School is required to fully comply with Education Code Section 47604.33. This includes preparing and submitting annually all required reports on or before the respective due date, along with any appropriate supporting documentation (i.e. Assumptions, Fiscal Crisis and Management Assistance Team ("FCMAT") Local Control Funding Formula ("LCFF") Calculator, and any other information County as the Chartering Authority might request for review purposes). These reports shall be certified and submitted using the SACS or Alternative Form format and each of these reports must be ratified by the Charter School's governing board.

In addition to the statutorily required reports listed above, County as the Authorizer requires additional information as specified in County Board Policy 604 to be submitted as part of its ongoing fiscal monitoring.

As the Charter School's authorizing and oversight agency, County is entitled to and may request any additional documentation from the Charter School that County deems necessary for or helpful to a thorough review and analysis of the financial reports (e.g. a general ledger detail, trial balance, evidence of enrollment, copies of contracts, etc.). Nothing in this MOU, shall serve as a limitation

on County's authority to require additional information or documentation from the Charter School, including, but not limited to, County's authority pursuant to Education Code Section 47604.3.

a. Cash Flow and Reserve

The Charter School shall maintain a reserve of four percent or greater of expenditures in each respective fiscal year.

b. Banking Arrangements

The Charter School will reconcile the ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis, 20 days after month-end, and prepare (1) a balance sheet and (2) a comparison of budgeted to actual revenues and expenditures to date. A cash flow statement will be submitted using the same time frame as the County. The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed five hundred dollars (\$500), may be established with an appropriate ledger to be reconciled quarterly.

c. Property Inventory

The Charter School's President/CEO or designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment valued at more than \$5,000. Henceforth, this inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the Charter School's assets. Property shall be inventoried on an annual basis and lists of any missing property shall be presented to the Charter School's governing board. Said inventory, or copies thereof, shall be provided to the County immediately upon request.

d. Payroll

The Charter School or its business services provider will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Director of Finance or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's Executive Director or designee and the Charter School's business service manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

10. Employee Qualifications

a. Flexibility

NSLA is a county-wide charter. Thus, NSLA cannot utilize the "flexibility" referenced in Education Code Section 47605(1). All references to such flexibility shall be removed from the provisions of the Charter.

b. Business Services

The Charter School shall engage the services of a Business/Financial Professional to carry out the business and fiscal functions of the Charter School. Such services may be provided either by an employee of the Charter School or by a consultant (or consultant group) hired by the Charter School. Any such employee or consultant (or consultant group) shall have a minimum of three years of experience serving a California public school (charter or non-charter) in the capacity of business manager or similar, or providing the services of a Chief Financial Officer or similar to a California public school (charter or non-charter) in a consultant capacity.

11. Audit

The annual independent audit of the Charter School required by Education Code Section 47605.6 (b)(5)(I) and 47605.6(m) shall be performed. Any findings, recommendations, or deficiencies shall be reported to the County and resolved pursuant to the terms of the Charter, and the Charter School agrees to resolve outstanding issues from the audit prior to completion of the auditor's final report. The Charter School shall immediately forward a copy of the audit to the County upon receipt of the final audit findings in accordance with state timelines.

In the case that the Charter School either does not pay for or have an independent audit completed within one month of December 15th annually, the County, may, at its option, pay for an audit to be completed and invoice the Charter School for the expense, which shall be immediately due and payable, or subtract such payment from any funds due to the Charter School.

Further, the County shall have the right to request or conduct an audit at any time of the year. The cost for such audit shall be borne by the County if the audit reveals no financial or enrollment discrepancies resulting in under- or over-reporting of greater than three percent (3%) total; in all other cases, the Charter School shall bear the cost of the audit.

12. Insurance

No coverage shall be provided to the Charter School by the County, including self-insured programs or commercial insurance policies. In the event the Charter School adds locations (which may only be done through an approved material revision to its Charter), each Charter School location shall meet the below insurance requirements individually. It shall continue to be the Charter School's responsibility, not the County's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

The Charter School shall purchase and maintain in full force and effect at all times during the term of this MOU and/or its Charter insurance in amounts and types and subject to the terms approved by the County's risk manager and as specified below. The Charter School's obligations to acquire and maintain insurance as provided in this section of the MOU shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations until the Charter School, has fully complied with the Closure Protocol set forth in its Charter and/or this MOU and any additional closure procedures required by law, regulation, or required by the California Department of Education.

Without limiting this MOU or the Charter and/or the defense, indemnity, and hold-harmless obligations of the Charter School, throughout the life of the Charter, the Charter School shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A or A-VII” by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: “bodily injury,” “property damage,” “advertising injury,” and “personal injury,” including, but not limited to, coverage for products and completed operations, with combined single limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage shall be procured in the amount of \$5,000,000 per occurrence.

- A. General Liability Insurance Endorsement Negligence Related to **Sexual Abuse or Molestation** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of \$5,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.
- B. General Liability Insurance Endorsement Negligence Related to **Corporal Punishment** providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of \$1,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an “all risk” basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter

School If any County property is leased, rented or borrowed, it shall also be insured by the Charter School in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

ERRORS AND OMISSIONS insurance and/or coverage providing coverage for educators' legal liability and error and omissions in an amount not less than \$1,000,000 per "claim" with an aggregate policy limit of \$2,000,000.

FIDELITY BOND coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence.

All of the insurance and/or coverage required by the foregoing provisions of this MOU shall: (a) be endorsed to name the County, the County, the County Superintendent, Board members, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "County and the County Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the County and/or by the County Personnel shall be in excess of the Charter School's insurance and/or coverage required by the foregoing provisions of this MOU and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the County by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the County by the insurer, the Charter School shall also provide the County with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this MOU is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such

policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the County's option.

The acceptance by the County of the insurance and/or coverage required by the foregoing provisions of this MOU shall in no way limit the liability or responsibility of the Charter School or of any insurer or joint powers authority to the County.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this MOU shall be endorsed to state that all rights of subrogation against the County and/or the County Personnel are waived.

a. Verification of Coverage

The Charter School shall provide to the County duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this MOU, including all declarations, forms, and endorsements, which shall be received and approved by the County risk manager within thirty (30) days of the approval of this MOU and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the County for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School to defend, indemnify, and hold harmless the County and the County Personnel.

b. Deductibles and Limits of Liability

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this MOU shall not reduce or limit the obligation(s) of the Charter School to defend, indemnify, and hold harmless the County and the County Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this MOU shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this MOU must be declared to and approved by the County.

The Charter School shall promptly respond to all inquiries from the County regarding any claims against the Charter School and/or any obligation of the Charter School under the foregoing provisions of this MOU.

13. Indemnification

To the fullest extent permitted by law, the Charter School agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to County and hold harmless the County, the County, the County Superintendent and each of their members, officers, Board appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (“Indemnitees”) from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney’s fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under this MOU and/or in any way related to the operation or operations of the Charter School or of any other facility, program, or activity, including but not limited to Charter School’s compliance with all requirements of state and federal law relative to the provision of services to students with special needs and free appropriate public education.

The obligations of the Charter School to defend the County and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be construed to obligate the Charter School to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee’s sole negligence or from an Indemnitee’s willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnites.

The Charter School further specifies that its indemnification, defense, and hold harmless obligations pursuant to this MOU extend to indemnify, defend, and hold the Indemnites harmless from any and all financial obligations in the event of an unbalanced budget.

The Charter School’s obligation to indemnify, defend, and hold harmless the Indemnites, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this MOU or the Charter School’s Charter or any other act or event that would end the Charter School’s right to operate as a charter school pursuant to its Charter or cause the Charter School to cease operations.

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or

omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

The Charter School shall at all times be operated by or as a nonprofit public benefit corporation and shall provide to the County proof of its federal and state tax exempt status on or before July 1 following approval of this MOU and shall maintain its tax exempt status throughout the term of the Charter and this MOU. Nothing in this paragraph shall serve to reduce or excuse the Charter School's obligations to obtain and maintain the insurance required by this MOU and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this MOU.

14. **Litigation**

The Charter School shall notify the County of any threat of litigation or legal action taken by any party against the Charter School or any employee, including any Special Education complaint, or due process hearing within 10 calendar days of the Charter School's receiving said notice.

15. **School Name**

The Charter School shall be known as **Norton Science and Language Academy**. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the County.

16. **Free Schools**

The Charter School shall at all times comply with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5, Education Code Section 49010-49013, Government Code Section 905, and California Code of Regulations, Title 5, Section 350, in all aspects of the Charter School program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to the Charter School, nor shall any course credit or privileges related to Charter School education activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services. Any complaints alleging unlawful pupil fees shall be processed by the Charter School in accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

17. **Admission Priorities**

The Charter specifies admission preferences to be used in the event that there are more applicants than places for students at the Charter School in any year. The admission priorities specified in the Charter have been approved by the County in accordance with Education Code Section 47605.6(e)(2)(B), and those preferences may not be amended or deviated from without prior approval of a material revision to the Charter by the County in accordance with the procedures specified in Education Code Section 47605.6 and 47607.

18. **Dismissal from Charter School**

Compliance with the procedures for expulsion set forth in the Charter shall be the only processes for the Charter School to involuntarily dismiss, remove, or otherwise exclude a student who attends the Charter School from further attendance at the Charter School for any reason, including but not limited to, disciplinary and academic causes. Revisions to the causes or procedures for suspension or expulsion shall constitute a material revision to the Charter, except those made to reflect changes in Education Code Section 48900 *et seq.*

Students expelled from any school for the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion. It is the expelling school's responsibility to properly document such discipline.

19. **Transportation**

Transportation to and from school is the sole responsibility of the families who choose to attend the Charter School, except as voluntarily offered by the Charter School or as required by law, including, but not necessarily limited to, the IDEA and the McKinney-Vento Homeless Education Assistance Act.

20. **Business and Operations Management**

The Charter School shall at all times operate as a distinct and separate entity and shall maintain its own set of financial records, distinct from any other school(s) that may be operated by or related to the Charter School and/or the Corporation or any other related entity including, but not limited to, any existing charter schools or additional or new charter schools that may be approved after the effective date of this MOU.

At all times the Charter School shall submit financial reports for the Charter School as a distinct LEA and have audits performed on the financial statements of the Organization with the Charter School information being separately stated within the audit. In areas where overlap in purchasing or resource allocation might occur between the Charter School and any other school(s) or entities that might be operated by or associated with the Norton Science and Language Academy parent corporation or any other related entity, the Charter School shall develop Financial Policies and Procedures describing how allocations will occur between distinct LEAs and entities and provide the Financial Policies and Procedures to the County and obtain the Superintendent or designee's approval of these Financial Policies and Procedures, prior to any such overlap or sharing. These policies will be in place by June 30, 2018 and presented annually in subsequent years. In no event shall the Charter School develop or revise such Financial Policies and Procedures or its practices in any manner which would be inconsistent or in conflict with the terms of its Charter and/or this MOU or other agreement between the Charter School and the County. The Financial Policies and Procedures shall specify whether there will be shared costs, resources, services, staff, etc., and the methodology that will be used to ensure a fair and appropriate distribution of services and costs. Such financial policies shall include a means of ensuring that all funds generated by and attributable to the Charter School authorized pursuant to the Charter will be maintained and expended for the educational benefit of the students at this Charter School.

Should the corporate entity obtain approval of or otherwise open another charter school or any other entity in addition to the Charter School authorized pursuant to the Charter and AAE, prior to such other school/entity commencing operation and prior to the commencement of each fiscal year thereafter, the Charter School shall provide to the County a calculation of all costs projected to be shared between the Charter School and Corporation or related entity-operated school(s)/entity(ies), including the factual and fiscal basis on which the projected cost share has been calculated. Should there be a significant deviation from the projections during the fiscal year, the Charter School shall provide the County with an updated calculation in a timely manner, including the factual and fiscal basis for the revisions. Any shared costs shall be clearly accounted for in the Charter School's financial records and reviewed as part of Charter School's annual fiscal audit.

Commencing in the 2016/2017 school year, the Corporation will provide reporting to the County of an accounting of the costs and have the auditors verify the calculations performed by the Corporation.

21. Term and Renewal

The Charter School may submit a request for renewal of its Charter between October 2021 and January 31, 2022, unless otherwise agreed with the County, which timing the parties agree will provide adequate information regarding the Charter School's performance during the current term, specifically including increases in pupil academic achievement, while also providing adequate time for the consideration of and action on the renewal request. In no event shall the Charter School submit its request for renewal of its Charter at any time prior to the fiscal year in which the Charter's current term expires unless the County Superintendent or designee explicitly agrees to such early submission. The Charter School understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not created internally by the Charter School) and the documents specified below, has been submitted to the County Charter Schools Office, receipt of the Charter renewal will be placed on the next regular County meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the County shall commence the timelines for action on the renewal request. Charter School further acknowledges that County deadlines are generally at least three weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the County's normal agenda deadline requirements, and the Charter School may obtain specific agenda deadline information promptly from the County Superintendent or designee prior to submittal.

Any renewal request shall comply with County Board policy 602 and 603.

The renewal process shall be governed by the provisions of Education Code Sections 47605.6 and 47607 and California Code of Regulations, Title 5, Section 11966.5, or the provisions of law that may supersede, modify, amend, or succeed that provision. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal, if any.

The Charter School is encouraged to consult with the County Charter Schools Office, and County is encouraged to timely and cooperatively reply, regarding submittal of a draft of the renewal

request prior to the formal submittal of any renewal request in order to provide additional time for County review and comment, and for the parties to work cooperatively on any outstanding issues relative to the Charter School's operations or the Charter document. Any review of or comment on the proposed renewal Charter prior to the formal submittal will be at the County's sole discretion.

22. **Debts and Obligations**

The Charter School shall be solely responsible for all costs and expenses related to the Charter and its operation, including, but not limited to, costs of insurance, reserves, staff and operations.

The Charter School shall have no authority to enter contracts for or on behalf of the County. Any contracts, purchase orders, or other documents to which County is not a party and/or which are not approved or ratified by the County or County Superintendent as required by law, shall be unenforceable against the County and shall be the Charter School's sole responsibility.

The Charter School shall require that the following language is included henceforth in any and all written contracts over \$50,000 annually it enters into:

The Norton Science and Language Academy Charter School and/or High Desert "Partnership in Academic Excellence" Foundation, Incorporated shall have no authority to enter contracts for or on behalf of the San Bernardino County Office of Education. The parties to this agreement understand, acknowledge, and agree that any contracts, purchase orders, or other documents to which the San Bernardino County Office of Education is not a specific party and/or which are not approved or ratified by the San Bernardino County Superintendent or the San Bernardino County Board of Education and as required by law shall be unenforceable against the San Bernardino County Office of Education and shall be the Norton Science and Language Academy Charter School and/or High Desert "Partnership in Academic Excellence" Foundation, Incorporated's sole responsibility.

The Charter School shall notify the SBCSS in writing before it incurs a debt or sells receivables in an amount greater than twenty-five thousand dollars (\$25,000), setting forth the amount of debt, the lender, and the general terms of the agreement.

23. **Independent Entity**

The Charter School and its officers, Board members, employees and volunteers, shall operate and provide to the Charter School services pursuant to this MOU and the Charter as an entity independent of the County. The Charter School and the County shall not in any way or for any purpose become or be deemed to be agents, partners, joint venturers, or a joint enterprise.

24. **Compliance with Laws Applicable to Public Agencies**

The Charter School agrees to comply at all times with federal or state laws which generally apply to public agencies (which may be amended from time to time), including but not limited to:

- The Brown Act (Cal. Gov. Code, § 54950 *et seq.*);

- The Public Records Act (Cal. Gov. Code, § 6250 *et seq.*);
- State conflict of interest laws: the Political Reform Act (Gov. Code, § 87100 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);
- The Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. § 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code, § 12900 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g *et seq.*); and
- The Elementary and Secondary Education Act (“ESEA”) as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).

IX. CONSTRUCTION AND SEVERABILITY

A. Amendments

This agreement may be amended or modified, in whole or in part, only by a negotiated, signed, written agreement.

B. Interpretation; Severability

The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this MOU or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this MOU. If any provision or any part of this MOU is, for any reason, held to be invalid or unenforceable or contrary to law, statute and/or ordinance, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

C. Notifications

All notices, requests, and other communications under this agreement shall be in writing and mailed to the proper addresses as follows:

To the Superintendent at:

County Superintendent of Schools
San Bernardino County Office of Education
760 East Brier Drive
San Bernardino, CA 92408

To the Charter School at:

Lisa Lamb, Interim President/CEO
Norton Science and Language Academy
C/O Lewis Center for Educational Research
17500 Mana Road
Apple Valley, CA 92307

X. SPECIAL TERMS AND CONDITIONS

A. Local Control Funding Formula

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (LCFF), as they may be amended from time to time, which include the requirement that Charter School submit a Local Control and Accountability Plan (“LCAP”) to the San Bernardino County Superintendent of Schools on or before July 1 of each year of the charter term. In accordance with California Education Code Sections 47604.33 and 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the Charter pursuant to Education Code Section 47605.6(b)(5)(A)(ii), using the Local Control and Accountability Plan template to be adopted by the State Board of Education. Charter School shall submit its annual update to the Charter Schools Office on or before July 1 of each applicable year, beginning in 2018. Charter School shall comply with all requirements of Education Code Section 47606.5(e), including but not limited to the requirement that Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update.”

Charter School shall extend its uniform complaint procedure to complaints pursuant to the LCFF.

Local Control and Accountability Plan - In accordance with California Education Code Sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of Education Code Section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” Education Code Section 47606.5(b).

XI. NOTICE OF VIOLATION, OPPORTUNITY TO REMEDY AND REVOCATION

County may provide notice of violation, opportunity to remedy, and revoke the Charter as set forth in Education Code Section 47607 and its implementing Regulations.

XII. ENTIRE AGREEMENT

The Charter and this MOU contain the entire agreement of the parties with respect to the matters covered thereby, and supersede any oral or written understandings, agreement or agreements

between the parties with respect to the subject matter of the Charter and this MOU. No person or party is authorized to make any representation or warranties except as set forth in the Charter or this MOU, and no agreement, statement, representation or promise by any party hereto which is not contained in the Charter or this MOU shall be valid or binding. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties to this MOU have duly executed it on the day and year set forth below:

By: _____ Date: _____
Theodore Alejandre, Superintendent
San Bernardino County Superintendent of Schools,
On behalf of the San Bernardino County Board of Education

By: _____ Date: _____
Lisa Lamb, Interim President/CEO,
The High Desert Partnership in Academic Excellence Foundation, Incorporated

Exhibit 1
SBCBOE Policy 604

Reviewed 11/7/16, 12/5/16
Amended and Adopted 1/3/17

604 Charter School Oversight by County Board and Superintendent of Schools

1. Applicable Law and Areas of Oversight

- a. SBCBOE and SBCSS oversight of the charter school shall be limited to that required and authorized by law. Additional services may be provided by the SBCSS subject to mutual agreement, and SBCSS acts as the agent of the SBCBOE, and is herein used interchangeably as a result.
- b. The relationship between the charter school and the SBCSS, as well as any services to be provided by the SBCSS, will be described in a MOU that meets the criteria of this Policy. The provisions of this written agreement will be discussed and agreed upon concurrently with consideration of charter approval.
- c. The Superintendent or designee shall examine, not less than annually, the audit report of the charter school, and shall, not less than annually, examine the general operation of the charter school. SBCSS charter liaison will perform or direct performance of ongoing monitoring, review, and analysis for each Board approved charter school, to ensure oversight of charter schools authorized by SBCBOE in accordance with law and this Policy.

2. Memorandum of Understanding

- a. The relationship between the charter school and the SBCOE must be set forth in an agreement signed by all appropriate parties, be in compliance with all applicable statutes, and reviewed by the legal advisor to the County Superintendent of Schools. The charter must specify that the charter school shall at its own cost defend, indemnify and hold harmless the SBCOE, its Governing Board, officers and employees, and the County Superintendent of Schools (commonly referred to as the “County chartering authority”) and his/her officers and employees, from any claim or demand of whatever nature, brought by any person, institution, or organization and arising in any manner out of the formation, operation and activities or omissions to act of the charter.
- b. Should a charter school elect to operate as, or be operated by, a nonprofit public benefit corporation, the Board may appoint a representative to serve on the board of directors of the corporation, and the corporation shall confer upon the board's appointee all rights and responsibilities exercised by any other director of the corporation in the MOU including voting rights.
- c. The charter school, at its own cost, expense, and risk, shall agree in the charter and in a signed writing with all appropriate approval formalities observed, to defend any legal proceedings that may be brought against the County chartering authority, its Governing Board and its officers and employees, and the County Superintendent of Schools and his/her officers and employees, by any person, including any institution or organization, on any claim or demand of whatever nature arising out of the decisions and steps taken by the County chartering authority and/or its Governing Board to grant or participate in the granting of a charter, and shall satisfy any judgment that may be rendered against any of them. The County chartering authority's Governing Board and the County

Superintendent of Schools shall notify the charter school in writing of the receipt of any such claims or demands, and the charter school shall accept the claim or demand, and defend, indemnify and hold each of them harmless on same.

- d. The indemnification provisions in the MOU shall not be conditioned upon any acts by the County chartering authority, including but not limited to satisfying its obligation to provide oversight.
- e. The charter school shall obtain, and continue to maintain throughout the life of the charter, comprehensive general liability, civil rights, personal injury and employment practices liability insurance with limits of in an amount that is satisfactory to the Superintendent or designee per occurrence or claim and aggregate coverage, with the County chartering authority and the County Superintendent of Schools, and its Governing Boards, officers and employees named as Additional Insured's with Certificates of Insurance entitling the County chartering authority and County Superintendent to receipt of concurrent carrier notice of any changes to, or other notices relating to the policy, or as to sums due under the policy, suspension or cancellation of policy benefits. The County Superintendent of Schools should review annually all insurance maintained by the charter school for sufficiency in light of the terms as well as the charter school's activities.
- f. The Board will charge a fee of 1% of the revenue of the charter school for the actual costs of oversight of the charter school. {E.C. § 47613}
- g. The Board may charge for the actual costs of supervisory oversight of a charter school not to exceed 3% of the revenue of the charter school if the charter school is able to obtain substantially rent free facilities from the chartering authority. The Board is under no obligation to provide facilities to its authorized charter schools pursuant to Board Policy or Proposition 39. {E.C. § 47610}

3. Opening Procedures

- h. The following documents must be submitted forty-five (45) days prior to the opening of the charter school:
 - i. A signed copy of the memorandum of understanding (MOU) with the applicable SELPA
 - ii. Academic calendar
 - iii. Comprehensive Safe School Plan and OSHA required written safety programs
 - iv. Copies of teacher credentials
 - v. Written verification of fingerprint clearance on all employees
 - vi. TB test results of all employees
 - vii. Proposed operational budget for first three (3) years if different than in petition.

- viii. Opening date of charter school
 - ix. Personnel Policy Handbook
 - x. Copy of facilities lease agreement
 - xi. Copies of all insurance policies including but not limited to Workers' Compensation and General and Employment Practices Liability
 - xii. Copies of all contracts for services, including those for administrative services.
 - xiii. Copies of all management and consultant contracts.
 - i. The petitioner shall submit, and the SBCSS staff shall approve, a detailed timeline to implement the post-approval tasks outlined in the petition and/or MOU prior to the opening of school. Failure to complete any or all of the activities as specified in the timelines may result in a recommendation for revocation
4. Fiscal Accountability
- j. Solvency Requirements
 - i. Board approved charter schools must:
 - 1. Maintain at all times positive fund and cash balances to meet daily operations of the charter school;
 - 2. Ensure continuous solvency throughout each fiscal year in operation such as but not limited to positive cash balance.
 - 3. Failure to remain solvent has serious consequences for charter school staff and pupils, and is grounds for revocation of the charter.
 - k. Consequences
 - i. As a chartering monitoring entity, SBCSS:
 - 1. Will not disburse its funds to charter schools without verification of a positive cash balance for the charter school;
 - 2. Will not provide its funds to meet charter school operations or obligations;
 - 3. Will not under any circumstances augment revenues for its charter schools;
 - 4. Will not under any circumstances assume any liabilities/obligations of the charter school without first providing express written, Board approved, consent.
 - l. Loan Approval Requirements

- i. Public, private, or commercial loans or other debt instruments, including the sale of receivables, may not be accepted by a Board approved charter school without prior approval by the Superintendent; loan requests must be consistent with sound fiscal practices and repayment schedules included in budget proposal and other appropriate financial reports.
- ii. Loan requests should include but not limited to the following:
 - 1. Charter school board approval to obtain loan
 - 2. Purpose of loan, type of loan (secured or unsecured), and funding source
 - 3. Amount, duration, and interest rate of loan
 - 4. Type of collateral for secured loan
 - 5. Proposed loan repayment schedule
 - 6. Narrative on how loan will be repaid
 - 7. Current Income Statement and Balance Sheet
 - 8. Current verification of cash balance in bank
 - 9. Revised budget to include loan and charter school board approval
- iii. Loan requests will be reviewed in a timely manner upon receipt by Assistant Superintendent of the Business Services Division or designee, who will then make a recommendation to the County Superintendent.

5. Required Reporting for Charter Schools

- m. Charter schools must use reporting forms and methods prescribed by SBCSS.
- n. The following documents are to be received by the SBCSS charter liaison by August 15th of each year, and at any time during the year within fifteen (15) business days should there be changes or amendments.
 - i. Evidence of insurance including:
 - 1. Comprehensive General Liability
 - 2. Workers' Compensation
 - 3. Fidelity Bond coverage
 - 4. Employment Practices Liability
 - 5. Educators Legal Liability Insurance / Director's and Officer's Liability
 - 6. Automobile Liability
 - 7. Property Damage Liability

- ii. Copies of any agreements/contracts as proposed or negotiated
 - 1. Collective Bargaining Agreements
 - 2. Facility lease or rental
 - 3. Commercial or public loans including the sale of receivables
 - 4. Between or involving the charter school, the non-profit corporation that operates the charter school, and any related parties or organizations, as those terms are defined by the Corporation Code.
- iii. Documentation that staff members are covered by the State Teachers' Retirement System (STRS), Public Employees' Retirement System (PERS), or Federal Social Security
- iv. Notification of anticipated loan requests
- v. Notification of any contingency which may have fiscal impact on the charter school
- vi. Detailed inventory of all assets
- o. The charter school is required to submit the following additional reports in accordance with the identified timelines below:
 - i. Annual audit report of the previous year conducted by an independent auditor who is certified and knowledgeable in school accounting and who uses Generally Accepted Accounting Principles.
 - ii. Reports are due as follows:
 - 1. SBCSS - November 30th
 - 2. State Controller - December 15th
 - 3. State Department of Education - December 15th
 - iii. Should the audit report indicate any audit exceptions, the charter school must submit to SBCSS, within thirty (30) days of the completion of the audit report, an implemented plan of corrective action of how the charter school will abate the audit exceptions. The plan of corrective action must include responsible parties and timelines and be approved by SBCSS. If requested by the Board, the charter school will be responsible for informing its independent auditor(s) of the date and time the annual report is to be presented to Board and be available to answer any questions pertaining to the report.
 - iv. State reports submitted to SBCSS in Standardized Account Code Structure (SACS) or in an alternate format approved by SBCSS:
 - 1. Budget approved by the charter school's governing board - June 1st
 - 2. Unaudited Actuals - August 31st

3. First Interim Financial Report - December 1st
4. Second Interim Financial Report March 1st
5. Monthly financial reports due thirty (30) days after the end of the previous month:
 - a. Cash flow statements
 - b. Financial statements, e.g. Income statement and balance sheet
 - c. Statement of fund balance
 - d. Budget to actual
 - e. Current year budget forecast
6. Attendance reports using state approved attendance accounting system:
 - a. Monthly - due within five (5) days after the end of the school month
 - b. First Period, P-I Report January 5th
 - c. Second Period, P-2 Report April 20th
 - d. Annual - July 5th
7. Copies of current year Payroll Tax Reports:
 - a. Federal Quarterly – thirty (30) days following the end of the quarter
 - b. State Quarterly – thirty (30) days following the end of the quarter
 - c. Federal Unemployment – thirty (30) days following the end of the year
 - d. State Annual – thirty (30) days following the end of the year
 - e. Proof of payment of monthly payroll tax liability deposits - due within five (5) business days after the deposits are made
8. Annual Tax Returns for each year:
 - a. Return of Exempt Organization Federal- May 15th
 - b. Return of Exempt Organization State - May 15th
 - c. Returns of all related organizations and other corporations or entities with substantial influence over decisions at charter school.

9. Additional fiscal and/or business reports as identified by SBCSS, such reports and report formats, will be reviewed with the charter school administration at least thirty (30) days before the due date of said reports.
6. Required Reporting if Requested by the Board
 - p. A charter school shall promptly respond to all reasonable inquiries from the San Bernardino County Superintendent of Schools.
 - q. Annual Report to County Board: No later than six months following the close of the fiscal year, the charter school will present an annual report to the Board that addresses student performance, fiscal solvency, and charter specific accountabilities.
 - r. Ongoing Reporting if Requested
 - i. The County Board has authority to request that charter schools prepare a report regarding the charter schools instructional program and operations. The County may request any information about its charter schools pursuant to its authority as authorizer. This shall include, but is not limited to:
 1. Its mission and instructional program outlined in the charter;
 2. Appropriate instructional strategies for students with disabilities and other special needs;
 3. Effective, appropriate instructional strategies for English learners;
 4. Acquisition of pupil outcomes, which are compatible with state content standards in each of the "core" academic subjects;
 5. An appropriate assessment plan that effectively measures the pupil outcomes, including student growth over time;
 6. Administration of all required state assessments, and
 7. A coherent, comprehensive system for collecting, analyzing, and reporting student performance data and for using this data to make decisions that improve school instruction.
 - ii. Evidence the charter school is implementing its instructional program consistent with its charter including:
 1. Its mission and instructional program outlined in the charter;
 2. Appropriate instructional strategies for students with disabilities and other special needs;
 3. Effective, appropriate instructional strategies for English learners;
 4. Acquisition of pupil outcomes, which are compatible with state content standards in each of the "core" academic subjects;
 5. An appropriate assessment plan that effectively measures the pupil outcomes, including student growth over time;
 6. Administration of all required state assessments, and
 7. A coherent, comprehensive system for collecting, analyzing, and reporting student performance data and for using this data to make decisions that improve school instruction.
 - iii. Evidence the charter school is operating in a manner consistent with its charter, including:
 1. The charter school's governing board or entity is as described in its charter and it is effectively engaged in policy making and oversight of the school;
 2. The charter school maintains minutes of all board meetings;

3. Employees possess the qualifications listed in the charter and required by law including copies of all teachers' credentials and all fingerprint clearances;
4. Health and safety procedures in operation in the following areas:
 - a. Fire drills (as required by law)
 - b. Disaster drills (as required by law)
 - c. Established safety committee
 - d. First Aid and/or CPR certification of staff on file and available for inspection
 - e. Immunization verification records of students and staff must be maintained and available for inspection
 - f. Fire extinguishers must be appropriately mounted and inspected annually
 - g. Exit signs must be clearly visible
 - h. Staff training schedule related to health and safety including child abuse and sexual harassment reporting
5. Maintained records of all school suspensions and expulsions that demonstrate due process and procedural safeguards are practiced at the school.

iv. Fiscal Monitoring and Reporting

1. SBCSS charter liaison will perform monitoring, review, and analysis for each Board approved charter school as part of its oversight duty to monitor the fiscal condition of each charter school.
2. If requested, the charter school shall make available, for review by SBCSS staff, information that demonstrates that the school is meeting the following at all times:
 - a. Adequate cash to meet its daily operations.
 - b. Monthly reconciled bank statements.
 - c. School budget monitored regularly and regular reports provided to the governing board of the charter school.
 - d. Any changes and/or amendments to the budget must be approved by the charter school's board.
 - e. Internal controls and policies to ensure the legal and proper use of charter school funds, such as requiring two signatures on all checks written from discretionary bank accounts.

- f. Adequate insurance coverage for general liability, workers' compensation, property risks, and other necessary insurance.

Reviewed 11/7/16, 12/5/16
Amended and Adopted 1/3/17

**Lewis Center for Educational Research
STAFF REPORT**

Date: March 13, 2017
 To: Board of Directors
 From: Lisa Lamb
 Re: President/CEO Report

Goal 1: Improve the financial condition of the LCER, including key provisions for sustainability.	
<p>1.1 <u>Objective:</u> By 2021, increase total revenue by 5% (1% annually) through increases in new, alternative revenue sources and/or by increasing revenue from current sources (enrollment). These revenue increases would be in addition to state COLA increases.</p> <p>**Note: 1% is approximately \$220,000 for the 2016-2017 school year.</p>	<p>According to the latest budget reports, the current spending indicates that we will have a rollover this year. This will be added to existing reserves. Next year’s budget will take the savings for reserves off the top, as opposed to anticipating carryover. This is a shift in budget philosophy for the LCER. One which ensures a healthy and stable fiscal state in the future.</p> <p>We continue to seek opportunities to monetize the Apple Valley property. The Finance Committee has met with Skip Moss from Natural Resource Group to discuss placing the wetlands into a land trust. As a result of that meeting, we plan to move forward with this pursuit. Although it is not a quick process, it could lead to <i>\$1.5 million in revenue</i> and outstanding authentic research opportunities for our students. Once the details are defined, including up-front costs, this proposal will be brought forward to the LCER Board for approval.</p> <p>The Apple Valley Center for Innovation (AVCI) has officially launched operations. The soft opening was held last month and was a great success. The organizing committee of LCER and AVUSD staff has continued to meet on a regular basis. The Grand Opening will be held on May 19th at 6:00pm. <u><i>LCER Board Directors are invited to attend.</i></u> A reception for all of our science educators, administration, AVUSD Board and LCER Board will be held in June. At this time, a formal presentation of the AVCI will be given to include upcoming plans. AVUSD and LCER will draft an MOU to ensure that the AVCI’s longevity beyond current administration. The plan is to have this MOU drafted prior to applying for grants and donations. The <i>potential to attract large grants and donors for this STEM initiative is significant</i> and will provide for increased opportunities for all of the students of Apple Valley.</p>

	<p>We have begun renting out classrooms and facilities per the Facilities Use Board Policy updated at our last board meeting. We are still in talks with a local church who will be giving our campus a trial run this year. As I have previously reported, this agreement could result in <i>more than \$30,000 annually</i>. We also have a non-profit group who will be running a week-long STEM camp on the AAE campus. This will bring in <i>\$1,500</i> and provide four full scholarships for AAE students to attend the camp (a value of \$1,000).</p>
<p>1.2 <u>Objective:</u> By June 2017, the Board of Directors and staff will perceive the budget to be stable and understandable with progress toward sustainability.</p>	<p>The Finance Committee, the LCER Executive Team and the LCER Finance Department continue to meet regularly to review and analyze all aspects of LCER’s finances. This work has included reviewing past projects and agreements, researching new revenue initiatives and analyzing the budget. By continuously working toward complete clarity of the financial status, the projected budget will yield greater understanding by all stakeholders.</p> <p>The Finance Committee will meet in late April to review the proposed 2017-2018 budget in detail. This budget will be the product of several budget drafting meetings amongst the Finance Department, principals and directors. Accompanying the proposed budget will be an itemized worksheet for operating expenses and a five year forecast that accounts for projected increases in: retirement employer costs, health benefits, and salaries.</p> <p>The 2017-2018 Budget will be presented to the LCER Board in June for approval. The goal will be to have vetted the budget draft through LCER staff and the Finance Committee in order to ensure that the product is completely clear and shows progress toward sustainability.</p>
<p>1.3 <u>Objective:</u> By June 2021, the LCER will have no less than two months of total payroll and costs in reserves (defined as unencumbered savings) based on current needs.</p>	<p>The LCER Executive Team will ensure that the budget is built with building reserves in mind rather than counting on carryover funds for contributions to the reserves. This past practice was sufficient when the reserves were large due to appropriations and other outside revenue sources. However, now that many of those sources are no longer active, the level of reserves has lowered significantly.</p> <p>The Lewis Center Foundation Board has realized the need to update the public relations material for both schools and all of its programs prior to launching a capital campaign. The Lewis Center Foundation is currently working on a promotional video that will run on the completely updated LCER Website and a printed brochure that will be used in student and teacher recruitment this spring. The mission of the Lewis Center Foundation is to raise revenue to support our schools and</p>

	<p>programs. Recruitment efforts are currently underway for Foundation Board Members with expertise in fundraising, capital campaigns, grant writing, building donor bases, and more. It is critical for all LCER Board Members to participate in the recruitment process for the Foundation in order to ensure its success.</p>
<p>1.4 <u>Objective:</u> Starting immediately, partnerships will be defined as initiatives that are substantially beneficial to the LCER and its students. Further, the partnerships must be aligned to the current LCER mission and goals and/or the schools' LCAPs.</p>	<p>There has been great effort made in the area of establishing or re-establishing partnerships that will further our mission and goals to meet the needs of our students. The most significant of these is the partnership with AVUSD for the Apple Valley Center for Innovation. This partnership is centered first on student achievement. By sharing resources, we will be able to offer far greater learning opportunities for our students. We do believe that we will attract additional revenue; however, the substantial benefit will be in learning outcomes in the area of STEM.</p> <p>We continue to work closely with our authorizers, Victor Valley College, NASA/JPL, local industries, local elected officials, CCSA, and others to begin new initiatives that will benefit our students, staff and schools.</p>
<p>Goal 2: Renew Norton's charter in December 2016 and continually strengthen the academic program.</p>	
<p>2.1 <u>Objective:</u> Renegotiate a mutually beneficial lease agreement with the City and County or secure an alternative campus on or before Fall 2017.</p>	<p>As a result of San Bernardino City Unified School District acquiring the NSLA property, the lease negotiations have changed course. We have applied for Prop. 39 through the District, and received a preliminary offer to stay on our current property. We are now entering into negotiations for a Facilities Use Agreement and will have our first meeting the last week of March.</p>
<p>2.2 <u>Objective:</u> By December 2016, the San Bernardino County Superintendent of Schools will approve Norton's Charter Renewal.</p>	<p>Completed January 3, 2017.</p>
<p>2.3 <u>Objective:</u> By Spring 2017, increase student mastery as measured by CAASPP results, norm referenced assessments, student grades, attendance, and attrition.</p>	<p>I continue to work closely with NSLA admin to support targeted interventions, increased rigor, curriculum adoption, assessment development, grading policies, etc. It should be noted that the principal position has remained unfilled this quarter, and likely will remain unfilled for the remainder of the school year. This has placed significant load on Toni Preciado the rest of the administrative team. In spite of this, they have continued to focus on increasing student achievement in all grades.</p> <p>NSLA has begun a Student Attendance Review Team (SART) to meet with families of chronically absent students. The result of each meeting is a detailed plan for improved attendance. This is</p>

	<p>in addition to the positive attendance incentives that have been implemented this year.</p> <p>NSLA also has led the way in implementing standard based report cards. This shift is difficult for many educators, but results in more specific reporting to families about their child(ren)'s academic progress. These report cards are much more closely aligned with state testing reporting than a letter grade system.</p>
<p>2.5 <u>Objective:</u> Beginning in the Fall of 2019, the school will begin adding one high school grade level per academic year.</p>	<p>All current planning is geared toward the first freshman class in the 2019-2020 school year. The viability of this goal is contingent on the strength of the middle school program and access to appropriate facilities. Both areas are top priority for staff. The recruitment efforts for the NSLA principal will prioritize this goal.</p>
<p>Goal 3: The Lewis Center for Educational Research will be unified under a common vision, mission, goals and objectives.</p>	
<p>3.1 <u>Objective:</u> Staff and the Board of Directors will continue to engage in ongoing open, honest and constructive communication.</p>	<p>Strong progress continues to be made in this area. The standing committees are working very closely with staff to address areas such as: budget, facilities and the hiring of the LCER CEO. The commitment of all of the board members serving on the Finance and Personnel committees is extremely strong. Additionally, Kirt Mahlum and Duberly Beck have spent countless hours with LCER Executive Directors in these areas over the past quarter. The increased engagement of the Board has opened the lines of communication with staff in significant ways.</p>
<p>3.2 <u>Objective:</u> Throughout the 2016-2017 school year, the Executive Team, as supported by the Board of Directors, will intentionally build a positive climate throughout the organization.</p>	<p>The Executive Team has focused on building a “Lewis Center Way” to improve the climate. Although change is always difficult, the streamlining of processes and procedures will result in improved clarity and decreased perceptions of favoritism between schools, programs and staff members. These perceptions erode trust at all levels.</p> <p>The annual Board training scheduled for this meeting will include time spent building upon our strategic planning session last year. The goals and objectives established have been at the forefront of the work of the Executive Team and staff. It is critical to continue to set collective goals and to maintain ongoing accountability for staff and board members.</p>
<p>3.3 <u>Objective:</u> The Board of Directors will actively participate in the establishment and review of LCER policies.</p>	<p>Staff has been diligently and thoroughly reviewing and revising policies. These policies are being reviewed and aligned with our charters, WASC plans and LCAPs. When necessary, they will be additionally reviewed by legal counsel. At this point, the policies will be analyzed by the appropriate standing committee and then presented to the LCER Board for approval.</p>

**Lewis Center for Educational Research
STAFF REPORT**

Date: March 1, 2016
 To: Board of Directors
 From: Stacy Newman
 Re: Human Resources Report

AAE

New Hires: (12)

Last Name	First Name	Hire Date	Job Title
Hernandez	Jason	2/23/2017	Classified Substitute
Ebright	Tamra	3/1/2017	Coach: MS Girls Soccer
Lopez	Lacy	2/23/2017	Certificated Substitute
Lopez	Lacy	2/23/2017	Classified Substitute
DiPinto	Diana	2/23/2017	Classified Substitute
Oliver	Kathy	2/23/2017	Classified Substitute
Henry	Betty	2/23/2017	Classified Substitute
Reigel	Kaitlyn	2/23/2017	Classified Substitute
Walker	Veronica	2/17/2017	Classified Substitute
Rivera	Yessic	2/17/2017	Classified Substitute
Atwater	Timothy	2/17/2017	Classified Substitute
Dole	Ashley	2/16/2017	Certificated Substitute

Reclassifications: (0)

Terminations: (2)

Last Name	First Name	Termination Date	Job Title	Reason
Ruiz	AnaMaria	1/9/2017	Guest Teacher	Cert Expired
Rankin	Dana	3/1/2017	Guest Teacher	Cert Expired

NSAA

New Hires: (17)

Last Name	First Name	Hire Date	Job Title
Elahi	Sumayya	2/28/2017	After School Program Assistant
Ruiz	Katie	2/23/2017	Classified Sub
Jimenez	Yanet	2/22/2017	Classified Sub
Pennell	Shawn	1/18/2017	MS Baseball Coach

Reclassifications: (3)

Last Name	First Name	From	To	Date
Robles	Stephanie	Classified Sub	Instructional Assistant (6.5 hr)	2/8/2017
Rubio	Eunice	Instructional Assistant (3.5 hr)	Instructional Assistant (6.5 hr)	1/23/2017
Funaki	Maria	Classified Sub	Guest Teacher	1/11/2017

Terminations: (2)

Last Name	First Name	Termination Date	Job Title	Reason (resignation, At Will, or For Cause)
Macias	Salvador	1/10/2017	Instructional Assistant	Resignation
Girard	Guadalupe	12/2/2016	Principal	Resignation

Positions Currently Posted / In the Interview Process / or Recently Hired:**AAE:****Certificated:**

Guest Teacher –posted (recently hired 2)
 Part Time Music Teacher – Recently Hired
 (LCER) President / CEO - Posted

Classified:

Classified Substitute – Posted (recently hired 6)
 Coach - Girls Middle Schools Soccer - Recently Hired

NSAA:**Certificated:**

Guest Teacher – ongoing posting (recently hired 2)
 Elementary Teacher (3 positions) – Posted (recently interviewed – did not hire)
 Principal – Posted

Classified:

Classified Substitute – ongoing posting (recently hired 2)
 After School Program (1) – Recently Hired

HR Activities including both AAE & NSAA:

- Created job postings / descriptions for above positions
- Advertised new positions: internally, Edjoin, Daily Press, Desert Dispatch, LCER Website, Monster.com, Local Universities
- Collected and screened job applicants. Recruited and interviewed employees for NSAA and AAE as well as following up with thank you letters and emails for those applicants/candidates who were not selected
- Conduct reference checks for all prospective new hires
- Conducted new hire orientations for new employees (including going over each page in the new hire packet, health benefits, sick leave, salary placement, and job requirements), job-reclassifications, etc.
- Processed new hire paperwork for recent new hires, including DOJ, background checks, benefits paperwork, etc.
- Processed paperwork for employee terminations and completed exit interviews
- Responded to Verifications of Employment from other schools and/or credit/loan institutions
- Prepared packet for volunteers to include: DOJ fingerprint procedures, TB risk assessments, volunteer driver packets, LCER Agreements: Proprietary, Child Abuse, Internet Use, etc.
- Maintained volunteer fingerprint information and DOJ database as well as provided training at the Parent/Volunteer workshops at the AAE
- Prepared for this semester's Employee of the Semester: nominations, meetings, selections, awards, presentations, etc.
- Monitored seasonal coaching contracts
- Maintained employer pull notices through the DMV
- Sent letters to employees for expirations of TB tests, Food handler's cards, CPR/First Aid cards, etc
- Follow up to employee notices for: CPR/First Aid, Mandated Sexual Harassment Training for Supervisors, TB tests, etc.
- Continued implementation for TB tests for parents and volunteers to be in line with new laws
- Continued implementation for sick time accrual and usage to be in line with new laws.
- Personnel issues: benefits, compensation, FMLA, terminations, EDD claims, UI, DOJ fingerprint issues, Workers' Comp claims, Student injury claims, etc
- Maintain program for sending and receiving Employer Pull Notice Information to/from the DMV in a further effort to go paperless – Download updated software and install certificates for new system
- Balance health insurance statements

- Processed Workers' Comp & Student Injury Claims
- Met with JPA representative to go over all pending Workers' Comp claims
- Updated workers' comp and student accident forms and procedures
- Attended Exec Team, UITS, HDEAC seminars, EDD, Credentials, CASBO Contracts, First Investors, Abila/Abra & SBCSS UI meetings workshops & trainings
- Ongoing BTSA/Induction management
- Attended monthly board meetings for High Desert Employer Advisory Council
- Calculated pay reconciliations for finance department for employees' terminations, leaves, etc.
- Ongoing credential processing and monitoring
- Investigated and responded to OCR complaints
- Investigate and respond to UCP complaints
- Track, log, and send reminders to supervisors for performance evaluations
- Updated forms and implemented procedure changes: meal break waivers, requests for time, etc.
- Working with Personnel Committee to establish Board policy & procedures
- Posted CEO position on Edjoin
- Worked with finance to create budget and other reports for exec team and Board
- Created offers of employment and salary calculations for newly hired/reclassified employees
- Created offers of employment and salary calculations for 2017-2018 pending budget
- Web Timesheets: Test group from facilities, IT and GA are using web timesheets. HR assisting Finance in monitoring and training test group as well as helping to set up more groups in the web timesheet system.
- Entered all sick leave accrual codes into HR software and assigned to staff
- Tracked sick leave balances into HR Software
- Finalized data entry and set up for Employee Web Services (EWS) to be rolled out to Exec Team, all supervisors and applicable administrative assistants
- Assisted finance department in training of Exec Team, all supervisors and applicable administrative assistants
- Working with WASC focus groups and subgroups to assist in gathering data for Task 1 of the WASC review
- began updating a change draft of the employee handbook for changes in laws, etc.

To: Board of Directors

From: James M. Quinn, Director of Finance

Subject: Quarterly Report 1st Quarter 2017

Highlights during the last quarter –

The lease of the Norton School Site has taken a new direction. During the quarter, the Finance Committee recommended, and the LCER Board approved, that High Mark School Solutions be engaged by Letter of Understanding, to assist in our planned change of site for the Norton Campus. As part of the planning for the site change, we had submitted a Request for Facilities under Proposition 39 to San Bernardino City Unified School District. They informed us that under the circumstances they were not obligated to provide school based facilities because they had acquired the property we were already occupying at 703 Central from the City/Co of San Bernardino and would offer that for our use. We are pursuing the planning as quickly as possible.

The fundraising L C E R Foundation committee has been established. I have actively consulted on the project.

My staff and I in conjunction with the G A staff, are continuing to review the organization's policies and procedures. The project is mostly completed and the revised policies are on the quarterly meeting agenda.

The entire G A Staff has worked to implement the Web Time Sheets system. It is a software that will receive 'employee time worked' information directly on school computers, entered daily by the employees. Training is continuing so more staff members are using the system as each training is completed. It is expected that full implementation will be achieved by July 1.

In the near future, I will be submitting the following to the Board Members:

1. 2nd Interim for each school will be filed 3/15/2017 and submitted for approval at the April School Board meetings.
2. The annual 2015-16 Audit has been supplied to all Board members and filed as required with the state and Federal governments.
3. 2015-16 Annual Income Tax Return was placed on extension until May 15th. I will submit it to the Finance Committee members directly for review and comments and to LCER Board members directly by email before filing. I will also ask for comments to be submitted from the board members. The next due date is May 15, 2017.

Lewis Center for Educational Research

STAFF REPORT

Date: March 13, 2017
To: LCER Board
From: Paul Rosell, Director of Special Education
Re: Special Needs Department

Special Needs – AAE & Norton

We are entering preparations for state testing. This is a critical time for all students, but most especially, our special needs students. Students with learning disabilities require and benefit from various accommodations afforded by testing guidelines, such as extended time, additional breaks, etc. Our experience has been that as we appropriately prepare our students for these assessments they are able to demonstrate their acquired knowledge at the most accurate levels.

The other significant aspect to our special needs program is the transition from school to work. Special education law requires that all students 16 and older have in place a specific plan as part of their IEP that outlines steps to take to prepare them for post high school activities, jobs, university, vocational, etc. Dana Myers is a full-time life skills coordinator and assists in these efforts. In addition, she tracks all students for two years after they graduate and reports to the state. This way we can track levels of student success.

The following information reflects the level of activity at the AAE:

Total number of IEP meetings held at AAE:

January 2017 - 10
February 2017 - 10
Thru March. 1st 2017 - 2

New referrals for assessments:

- January 2017: 3
- February 2017: 2

Year-to-Date Total: 16 (3 Speech, 13 Learning Disability)

In addition, 15 students were referred for counseling and/or behavioral intervention during this same time period.

The following information reflects the level of activity at NSLA:

Speech Only IEP meetings held in January and February:
ISAI/SAI/ IEPs: 15 / 16

Referrals for Psychoeducational testing: 16

Current Special Education Numbers:

AAE Special Needs Numbers:

119 current students.

19 – speech only.

2 pending referrals.

NSAA Special Needs Numbers:

68 total

Of the 68, 19 are Speech

19 speech only

Love and Logic:

Love and Logic is foundational to both the AAE and NSAA. Principles and concepts are taught on a monthly basis at staff and parent training sessions. Reports from teachers and parents are so positive and encouraging. The benefits to the families are both schools are immeasurable.

Recently at NSLA trainings were provided to both the Character Development Officers (CDOs) and staff members around the long-term benefits of incorporating Love and Logic principles in the daily living both at school and home. Research clearly details that when these approaches are implemented, with fidelity, the quality of relationships dramatically improve and student/child engagement and behaviors significantly improve.

If you know of anyone that might be struggling with how to motivate their children or with family or other relationship challenges, please feel free to attend one or more of the Love and Logic activities, trainings and classes. Love and Logic classes are under way and we are receiving rave reviews.

If you have any questions or you would like additional information regarding Love and Logic Classes or instructional materials, please contact Nicole Shay at (760) 946-5414.

**Lewis Center for Educational Research
Staff Report**

Date: March 13, 2017

To: LCER Board of Directors

From: Darren Dowd

Subject: Facilities Report

- We are close to getting the Certificates of Occupancy from the Town of AV. The contractor is submitting the last of the requests from the Town.
- Over the winter break there were several break-ins at AAE. Repairs were made and new procedures put into place.
- Working on bids for the AAE 3-5 playground rubberized flooring and roof repair at the Thunderbird campus.
- The AAE offsite storage facility was cleared out and all baseball/softball equipment is now on campus. We will be setting up the batting cages and pitching machines.
- A new janitorial service will be contracted for NSLA which will a cost savings. We are also discontinuing the security service as it is costing more than the losses.
- Will be starting to work on an asbestos management plan.
- At AAE a new sidewalk and gate is being installed at the driveway by M Bldg.
- 321 Fix-it Tickets were closed during this period.

**Lewis Center for Educational Research
Staff Report**

Date: March 13, 2017
To: Board of Directors
From: Valli Andreasen and Wes Kanawyer
Re: Principal's Report

School Operations

- The 54th lottery was held February 16. Many anxious families were added to our waiting list of over 2,500.
- WASC Focus Groups met twice to begin completing tasks for our accreditation committee visit in Spring of 2018.

Strategic Planning

- The Wellness Committee consisting of students, parents, and staff met to review and update our Local School Wellness Policy.

Student Achievement and Performance

- Angelina Clinkenbeard was selected for Girl's State and Eleni Philippi was selected as an alternate.
- Fifth grader, Eli Lovett, will represent AAE at the SIM Science and Engineering Fair held on April 4-5.

School Event Highlights

- Highlight Video- <https://youtu.be/s2PQXrJ7YmE>
- Middle School ASB attended their annual leadership conference at Sitting Bull Middle School in February. About 600 middle school students from around the High Desert attended this event. Through collaboration, the students learned new student leadership ideas that can be implemented at AAE.
- Almost 200 students attended Homecoming dance, which is a near record for AAE. The ASB students worked extremely hard to decorate and execute this successful event.
- Middle school ASB will be hosting their annual formal Evening of Elegance March 4 in the gym.
- The first of two Knights-in-Training sessions was held on February 9. Staff led our upcoming 2017-18 kindergartners in activities which will ease the transition for them when school begins. Parents received information on registration, Love & Logic, early literacy, and speech and language development.
- K-5 grade students participated in a Science Festival on February 22.

Media Coverage

- AAE has been selected by the public as *Daily Press* Best of the Desert: Best Elementary School, Best Middle School, Best High School, and Best Learning Center. The principals will attend a gala event on March 16 where the 1st, 2nd, and 3rd place winners will be announced.
- “Knights earn first league title” *Daily Press* article on February 10. For the first time in program history, the Academy for Academic Excellence girls soccer team are Cross Valley League champions.
- “Lovingood encourages AAE students” *Daily Press* article on February 13. First District Supervisor Robert Lovingood spoke to a packed high school audience explaining what it takes to lead a successful life.
- “Angelina Clinkenbeard helps lead AAE defense” *Daily Press* article on February 14. AAE goalie Angelina Clinkenbeard’s goals against average is 0.192, ranking her first in CIF Southern Section.
- “Lesson in flight” *Daily Press* photographs on February 14. Photos featured a California Highway Patrol helicopter visiting AAE students in the Aerospace Equation Excellence Award Program.
- “Center for Innovation aims to draw students to science” *Daily Press* article on February 18. In partnership with the Apple Valley Unified School District, AAE is working to bring more science opportunities to students in the High Desert.

Parent and Community Partnerships

- The Apple Valley Center for Innovation held a soft opening on February 15. Thirty AAE fifth grade families and 30 Vanguard families were invited for an Astronomy Night. The stations included the observatory, a planetarium, HiDAS telescopes, Tour of the Night Sky, a scale model of the solar system, JPL astrophysicist Steve Levin, and many hands-on activities. The next event is scheduled for May 17.
- Lisa Lamb and Valli Andreasen met with an Arrowhead Regional Medical Center Breathmobile representative to seek a no-cost agreement to treat students with asthma and/or allergies at our school. Significant reductions in Emergency Department visits, hospitalizations, and school absenteeism for these students would come as the result of a partnership.

Fiscal Considerations

- Facility Rental Agreement with Table Top Inventing for March 27-31, 2017. Table Top Inventing is hosting a project-based, 3D printing science camp for middle grades students in the High Desert. As part of our agreement, TTI is providing the AAE with four full ride scholarships to the camp.

Registrar/Enrollment

TK	24
K	99
1st	100
2nd	100
3rd	111
4th	112
5th	111
6th	120
7th	118
8th	115
9th	106
10th	111
11th	107
12th	111
Total	1445

Discipline

	<u>TK-5</u>	<u>6-8</u>	<u>9-12</u>
In-House Suspension	8	6	6
Suspensions	10	9	10
Expulsions	0	0	0

Lewis Center for Educational Research

STAFF REPORT

Date: March 13, 2017

To: Board of Directors

From: Toni Preciado

Re: NSLA Principal’s Report

QUICK UPDATE NSLA

- NSLA will be sending 5 student scientists to the San Bernardino RIMS Science Fair which will take place in April
- Student recruitment continues in Redlands and San Bernardino
- NSLA sent a team of teachers and administrators to the Illuminate conference at the end of February
- School Attendance Review Team (SART) meetings continue
- Black History Month assembly was on February 23rd presented by Makeda Kumasi
- Wellness committee meet on February 22nd to review and update policies with plans to build excitement around healthy eating and exercise
- Parent-Teacher conferences are March 10 - 17

ENROLLMENT

GRADE LEVEL	CURRENT ENROLLMENT	WAITING LIST	WAITING LIST 2017-2018
TK	24	9	15
K	119	2	91
1 st	118	10	
2 nd	103	6	
3 rd	86	6	
4 th	76	4	
5 th	76	1	
6 th	59	9	
7 th	60	6	
8 th	48	1	
ISAI TK-5	9	0	
ISAI 6-8	3	0	
TOTAL	781	54	99.95% Attendance

STUDENT ACTIVITIES

- Students across NSLA participated in activities in their classrooms to celebrate Read Across America Day in celebration of Dr. Seuss' birthday on March 2nd
- Middle School Formal dance took place on March 3rd
- NSLA Art Show took place on March 8th and was well attended
- Trimester Award Assemblies are taking place March 13 - 16 to recognize student achievement for the second trimester
- Our annual NSLA's Got Talent performance will take place on March 17
- NLSA Rocket Student Store/Tienda de Cohetes, held their grand opening on February 28th. The Student Council run store, under the leadership of Dr. Martin, will be selling school supplies and accessories to raise funds for middle school field trips and events.

ENGLISH LEARNERS

Students who qualified for consideration for reclassification as Redesignated Fluent English Proficient (RFEP), have been identified based on the CELDT scores. Teachers are reviewing student performance and submitting recommendations for students who meet the criteria for RFEP. Currently, NSLA has 265 English learner students, 9 Initial Fluent English Proficient students, 107 Redesignated Fluent English Proficient students and 1 new student who is in the process of being tested. NLSA will be piloting the new state assessment for English Learners. The ELPAC (English Learners Proficiency Assessment for California) will be administered to 30 first grade students from March 6 - April 14.

MULTI-TIERED SYSTEMS OF SUPPORT (MTSS) UPDATE

The mission of the MTSS team is to establish and implement goal oriented systems for tiered, academic, social-emotional, and behavioral support in order to best support and collaborate with teachers to meet the needs of students. These systems will be visible, documented and accessible. The MTSS team at NSLA is led by the Vice Principal and includes our Instructional Coach, Support Teacher, Counselor, Dean of Students and School Psychologist. The team meets weekly to plan and address needs and systems of campus wide programs. Updates of these programs are attached to the report. These updates were shared with the SBCSS Board during our petition for our Charter Renewal.

Counselor: Norton has a new Counselor Intern, currently serving part time.

The Rocket Lab will end the 2nd Trimester cycle of six-week intervention on February 21. We welcomed two new Instructional Aides to our team; Eunise Rubio is supporting the Rocket Lab part-time and Stephanie Robles is full-time. In addition, the Rocket Lab team is creating a new Middle School Intervention space in the northeast corner of the library. Ms. Vasquez has proposed the acronym R.E.A.C.H where "Rockets Reach Their Potential".

Feb. 27, 2017

Rocket Lab completed the Winter Session on February 21st, servicing 105 students of which 90% met their Rocket Lab goals. The 11 students that didn't show growth are currently receiving 1:1 push-in support from Instructional Aides in the classroom. In addition, two Instructional Aides have begun testing Middle School students Math competency using the STAR Math assessment. We are also in the planning stages for implementation of a 7th grade English Language Development intervention.

IEPs & SECTION 504 PLANS

NSLA is on track following all IEP/Section 504 plans deadlines to meet students' needs. Special Education teachers continue to work collaboratively with General Education staff to ensure students' goals, accommodations, and modifications are in place and supported appropriately.

PROFESSIONAL DEVELOPMENT

NSLA continues to work collaboratively with various agencies and professionals to provide the highest quality of professional development for our staff. The Illuminate conference at the end of February proved to be very beneficial for NSLA staff. Our team was able to attend workshops on Equity, English Learners, Data Driven Instruction, Special Education and SST (Student Support Team) documentation in Illuminate, and Multiple Assessment Measures. Our NSLA Apple Teacher challenge continues, the majority of teacher have now

completed at least 2 of the 8 badges required to become an Apple Teacher. Silvia Dorta Duque de Reyes, from Benchmark Curriculum, was scheduled to come to NSLA on February 15th look at how Advance/Adelante's architecture is designed to promote transfer across languages, and also show different cross-linguistic strategies teachers can begin to use. That professional development opportunity has been rescheduled for April. NSLA staff is looking forward to attending California Association for Bilingual Education (CABE) conference later this month. They will be focusing workshops to address the needs of English Learners, cooperative learning strategies, and best practices in Dual Immersion, just to name a few.

TITLE I-SUPPLEMENTAL EDUCATIONAL SERVICES

Per the California Department of Education, NSLA will continue to be considered to be in Program Improvement Year 3. This requires that funds are allocated to provide Supplemental Educational Services (SES) to eligible students. Our students are well on their way in receiving tutoring services and each student will receive between seventeen and one half hours to twenty hours of tutoring to be funded from Title I allocations. Tutoring hours will be completed prior to April 30 and we have allotted twenty percent of our Title I funds for this use as required.

UNDUPLICATED PUPIL COUNT

We have certified NSLA's 1.17 Free Reduced Priced Meals ("FRPM")/English Learner ("EL")/Foster Youth-Count report on CALPADS which shows that on the Census date there were 781 students enrolled and 580 students were designated part of the FRPM program, which is 74% of the students are classified as low socioeconomic students. FRMP affects our Title I allocations which as of December 2016 we were allocated \$227,118 which was an increase from the 2015-2016 school year in which the final entitlement was \$169,701.

The overall Unduplicated count, which includes FRMP/EL/Foster Youth, is 598 students for this year which affects the Supplemental and Concentration funds generated by NSLA.

PARENT INVOLVEMENT

English Language Advisory Committee (ELAC) and School Site Council (SSC):

The English Learner Advisory Committee met Tuesday, Feb. 21, 2017. Parents were eager to hear updates on the search for a new principal, as well as clarify the process for selecting a principal. Attendance support including Student Attendance Review Team (SART) meetings was also discussed. Finally, then began the planning process for the fall 2017 Multicultural Health Festival. The next planned meetings is in May. However, an additional meeting may be scheduled in spring to allow more planning time for the fall health festival.

School Site Council met Thursday, Feb. 23, 2017. Next meeting is scheduled for April 27th 2017. They will continue to discuss regular agenda items including ELAC input, budget, and parent comments.

PTO

Our PTO continues to focus on 2 big events in March, the annual Art Show and NSLA's Got Talent. Student participation has grown over the past couple weeks, and we are looking forward to two great events. Our PTO is also working on finalizing the details of our Rocket Races fundraiser and our end of the year Carnival.

STAFF

There have been no staffing changes. The Principal position and open teacher positions are posted on Edjoin and we are actively recruiting throughout the community and within the Dual Immersion networks. A team from LCER & NSLA went to a teacher job fair at Cal Poly Pomona at the end of February and will attend another event on March 28 at UCR. Recruitment will continue with local universities.

CALENDAR

UPCOMING EVENTS-March	LOOKING AHEAD TO April
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Important Dates for March

3/1

- PTO General Meeting (cafeteria)8:30am-9:00am
- Talent Show Rehearsal (K5)3:00-5:00

3/2

- IEP DAY (D9)
- Dr.Seuss Day/Read Across America
- 2nd Grade Field Trip (Discovery Science Center) 9:30-4:45
- Talent Show Rehearsal (K5)3:00-5:00

3/3

- *End of 2nd Trimester(12:30pm Dismissal)
- Middle Grades Dance (cafeteria) 4:00-6:00

3/6

- CAASPP Testing:Block 2
- Honor Roll due to Sophia Martinez
- Report Cards Due
- ALT Meeting (K5) 3:05-4:05

3/7

- SST DAY (K5)
- MTSS 10:45-12:00

3/8

- NSLA's Got Talent Art Show (Cafeteria) 4:00-6:00

2/9

- SMART Goals due to Rocket Lab
- Talent Show Rehearsal (K5)3:00-5:00

3/10

Parent Conference Week (3/10-3/17)

3/13

- Kinder Awards Assembly (Cafeteria) 8:30-9:00
- 1st Grade Awards Assembly (Cafeteria) 9:15-9:45

2/14

- 2nd Grade Awards Assembly (Cafeteria) 8:30-9:00
- 3rd Grade Awards Assembly (Cafeteria) 9:15-9:45
- MTSS (K5) 10:45-12:00

3/15

- 4th Grade Awards Assembly (Cafeteria) 8:30-9:00
- 5th Grade Awards Assembly (Cafeteria) 9:15-9:45

3/16

- TK Awards Assembly (Cafeteria) 8:30-9:00
- Middle Grades Awards Assembly (Cafeteria) 9:15-9:45

3/17 Saint Patrick's Day

- NSLA's Got Talent (Sturges Center for the Fine Arts) 4:00-8:00

Spring Break

3/20-3/31 School Back in session April 3rd,2017.

4/3

- 7th Grade field trip (Cal Poly Pomona) 8:00-12:30

4/4

- Support Talks #1 (K5) 8:15-2:45
- MTSS (K5) 10:45-12:00

4/5

- PTO General Meeting (cafeteria)8:30am-9:00am
- Apple Teacher Training (4th-5th) @ Victoria Gardens

4/6

- IEP DAY (D9)

4/7

- NSLA Book Fair (Library)
- Support Talks #2 (K5)
- Kinder field trip (The living desert) 8:30-2:30

Please join us for any upcoming events, your support is appreciated!

The full NSAA calendar is posted on our website at: <http://www.lewiscenter.org/nsla/>

**LEWIS CENTER FOUNDATION
COMBINED BALANCE SHEET AND INCOME STATEMENT
November 1 - November 30, 2016**

CHECKING (HIGH DESERT PARTNERSHIP)

Beginning Balance		\$12,010.87
Revenue		
Transfer from Savings - Scholarships	\$500.00	
<i>Total</i>	\$500.00	
Expenditures		
Art Show Artist Reimbursement	\$6.00	
Cesar Chi Educational Activity Grant - Kids that Code Tech Xploration	\$500.00	
Transfer to Savings - Scholarships - Uncashed art show checks	\$38.00	
<i>Total</i>	\$544.00	
Ending Balance	<i>Total</i>	\$11,966.87

SAVINGS (HIGH DESERT PARTNERSHIP)

Beginning Balance		
Restricted Funds - Capital Campaign		\$189,988.75
Restricted Funds - Scholarships		\$39,540.32
Restricted Funds - Davis Endowment		\$10,943.26
Restricted Funds - HiDAS Endowment		\$64,355.80
Unrestricted Funds		\$21,881.74
		\$326,709.86
Revenue		
Ed Act Grant Refund - Scholarships	\$294.80	
Mitsubishi Donation - Unrestricted	\$5,925.00	
Art Show t-shirts and void uncashed checks - Scholarships	\$194.00	
AAE Staff Scholarship	\$45.00	
Interest	\$26.78	
<i>Total</i>	\$6,485.58	
Expenditures		
Transfer to Checking - Scholarships	\$500.00	
<i>Total</i>	\$500.00	
Ending Balance		
Restricted Funds - Capital Campaign		\$190,004.28
Restricted Funds - Scholarships		\$39,577.60
Restricted Funds - Davis Endowment		\$10,944.06
Restricted Funds - HiDAS Endowment		\$64,361.16
Unrestricted Funds		\$27,808.35
	<i>Total</i>	\$332,695.45
Total Checking and Savings		\$344,662.32

**LEWIS CENTER FOUNDATION
COMBINED BALANCE SHEET AND INCOME STATEMENT
December 1 - December 31, 2016**

CHECKING (HIGH DESERT PARTNERSHIP)

Beginning Balance		\$11,966.87
Revenue		
	<i>Total</i>	\$0.00
Expenditures		
	<i>Total</i>	\$0.00
Ending Balance	<i>Total</i>	\$11,966.87

SAVINGS (HIGH DESERT PARTNERSHIP)

Beginning Balance		
Restricted Funds - Capital Campaign		\$190,004.28
Restricted Funds - Scholarships		\$39,577.60
Restricted Funds - Davis Endowment		\$10,944.06
Restricted Funds - HiDAS Endowment		\$64,361.16
Unrestricted Funds		\$27,808.35
		\$332,695.45
Revenue		
Goodspeed Donation - FB Scholarship	\$1,000.00	
AAE Staff Scholarship	\$45.00	
Interest	\$27.30	
	<i>Total</i>	\$1,072.30
Expenditures		
	<i>Total</i>	\$0.00
Ending Balance		
Restricted Funds - Capital Campaign		\$190,020.12
Restricted Funds - Scholarships		\$40,626.15
Restricted Funds - Davis Endowment		\$10,944.88
Restricted Funds - HiDAS Endowment		\$64,366.62
Unrestricted Funds		\$27,809.98
	<i>Total</i>	\$333,767.75
<i>Total Checking and Savings</i>		\$345,734.62

**LEWIS CENTER FOUNDATION
COMBINED BALANCE SHEET AND INCOME STATEMENT
January 1 - January 31, 2017**

CHECKING (LEWIS CENTER FOUNDATION)

Beginning Balance		\$11,966.87
Revenue		
Transfer from Savings - Capital Campaign - Fun Run Expenses	\$235.65	
<i>Total</i>	\$235.65	
Expenditures		
Reimburse LCER for Fun Run Expenses	\$235.65	
Foundation Checks Printed	\$71.51	
<i>Total</i>	\$307.16	
Ending Balance	<i>Total</i>	\$11,895.36

SAVINGS (LEWIS CENTER FOUNDATION)

Beginning Balance		
Restricted Funds - Capital Campaign		\$190,020.12
Restricted Funds - Scholarships		\$40,626.15
Restricted Funds - Davis Endowment		\$10,944.88
Restricted Funds - HiDAS Endowment		\$64,366.62
Unrestricted Funds		\$27,809.98
		\$333,767.75
Revenue		
Playground Donation - Capital Campaign	\$40.00	
AAE Staff Scholarship	\$45.00	
Interest	\$29.23	
<i>Total</i>	\$114.23	
Expenditures		
Transfer to Checking - Capital Campaign - Fun Run Expenses	\$235.65	
<i>Total</i>	\$235.65	
Ending Balance		
Restricted Funds - Capital Campaign		\$189,841.42
Restricted Funds - Scholarships		\$40,674.95
Restricted Funds - Davis Endowment		\$10,945.76
Restricted Funds - HiDAS Endowment		\$64,372.46
Unrestricted Funds		\$27,811.74
	<i>Total</i>	\$333,646.33
Total Checking and Savings		\$345,541.69

The High Desert Partnership in Academic Excellence Foundation, Inc.
 Check/Voucher Register - Board Report - 10K
 From 12/2/2016 Through 3/1/2017

Effective D...	Check Nu...	Vendor Name	Check Amount	Transaction Description
12/3/2016	38061	CharterSAFE	21,295.00	Insurance premium pymt for December 2016
12/3/2016	38064	Employment Develop...	19,954.21	Cert - PIT #815-1243-6 for November
12/3/2016	38067	SBCSS	52,470.06	NSAA STRS contributions for November
12/3/2016		SBCSS	106,994.52	LCER/AAE - STRS contributions for November
12/3/2016	38068	SchoolsFirst Federal C...	11,093.17	Employee TSA contributions - November 2016
12/3/2016	38073	SBCSS	15,651.04	NSAA PERS contributions for November
12/3/2016		SBCSS	48,612.86	LCER/AAE - PERS contributions for November
12/14/2016	38090	Benchmark Education ...	35,000.00	PO# 1617-507-AAE - 2nd Payment for Benchamark - AAE
12/14/2016		Benchmark Education ...	61,373.77	PO# 1516-332-NSA 2nd Payment for Benchmark - NSAA
12/16/2016	38210	SISC	191,448.90	Health Coverage for December 2016
12/31/2016	292		217,202.97	Group: CLASS; Pay Date: 12/31/2016
1/1/2017	293		521,748.52	Group: CERT; Pay Date: 1/1/2017
1/5/2017	38226	CharterSAFE	21,295.00	Insurance premium pymt for January 2017
1/5/2017	38231	SBCSS	15,221.72	NSAA PERS contributions for December
1/5/2017		SBCSS	48,011.30	LCER/AAE - PERS contributions for December
1/5/2017	38232	SchoolsFirst Federal C...	11,393.17	Employee TSA contributions -December 2016
1/5/2017	38236	SBCSS	49,630.40	NSAA STRS contributions for December
1/5/2017		SBCSS	107,542.54	LCER/AAE - STRS contributions for December
1/12/2017	38245	Benchmark Education ...	35,000.00	Payment #3 of 4 for AAE Benchamrk
1/12/2017		Benchmark Education ...	61,373.80	Payment #3 of 4 for NSAA Benchmark
1/12/2017	38251	Calif Charter School A...	10,820.00	CCSA Membership for 1/1/17-12/31/17
1/20/2017	38348	SISC	192,250.50	Health Coverage for January 2017
1/31/2017	294		197,660.11	Group: CLASS; Pay Date: 1/31/2017
2/1/2017	295		494,582.25	Group: CERT; Pay Date: 2/1/2017
2/1/2017	38370	CharterSAFE	21,295.00	Insurance premium pymt for February 2017
2/1/2017	38375	SBCSS	14,331.65	NSAA PERS contributions for January
2/1/2017		SBCSS	46,629.67	LCER/AAE - PERS contributions for January
2/1/2017	38376	SchoolsFirst Federal C...	11,793.17	Employee TSA contributions - January 2017
2/2/2017	25584	Lewis Center for Ed Re...	97,000.00	Transfer from DCB to Union
2/3/2017	38380	SBCSS	47,492.98	NSAA STRS contributions for January
2/3/2017		SBCSS	104,639.64	LCER/AAE - STRS contributions for January
2/14/2017	38451	Z Space, Inc	23,448.39	Z Space Computers and Software
2/22/2017	38482	SISC	189,144.25	Health Coverage for February 2017
2/28/2017	296		232,357.95	Group: CLASS; Pay Date: 2/28/2017
3/1/2017	25585	Lewis Center for Ed Re...	35,000.00	Transfer from DCB to Union
3/1/2017	298		523,140.58	Group: CERT; Pay Date: 3/1/2017

Report Total 3,893,899.09

The High Desert Partnership in Academic Excellence Foundation, Inc.
 Balance Sheet
 As of 1/31/2017



Assets

Union-Checking	\$	721,297.14
Union-Savings		853.42
Union Bank Foundation Accounts		345,734.62
Union Bank Trust Accounts		494,014.98
Other-Checking		25,600.00
Other-Savings		49,500.00
Accounts Receivable		2,870,476.70
Laptop Lease Receivable		184,824.59
Prepaid Expenses		27,071.31
Fixed Assets		<u>19,717,497.29</u>
Total Assets	\$	<u>24,436,870.05</u>

Liabilities and Net Assets

Accounts Payable Vendor	\$	233,831.25
Line of Credit		-
Salaries Payable		773,313.12
Other Current Liability		291,239.97
Bonds Payable		5,120,000.00
Campus Consolidation Sale and Leaseback Payable		1,804,136.29
Laptop Leases Payable		348,236.93
Other Long Term Liability		1,174,737.74
Fund Balance		14,589,526.41
Excess Revenues over Expenditures		101,848.34
Total Liabilities and Net Assets	\$	<u>24,436,870.05</u>

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
1000 - Other Operations
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Revenue					
Revenue					
Revenue	4000	1,892.00	139,799.65	209,690.00	(69,890.35)
Total Revenue		<u>1,892.00</u>	<u>139,799.65</u>	<u>209,690.00</u>	<u>(69,890.35)</u>
Total Revenue		<u>1,892.00</u>	<u>139,799.65</u>	<u>209,690.00</u>	<u>(69,890.35)</u>
Expenditures					
Cert Salaries					
Certificated Salaries	5100	2,568.80	23,119.20	50,000.00	26,880.80
Cert - Stipend	5105	4,270.82	41,346.47	0.00	(41,346.47)
Total Cert Salaries		6,839.62	64,465.67	50,000.00	(14,465.67)
Class Salaries					
Class - Hourly	5112	3,647.63	18,721.34	0.00	(18,721.34)
Class - Stipend	5115	104.16	937.45	0.00	(937.45)
Total Class Salaries		3,751.79	19,658.79	0.00	(19,658.79)
Benefits					
Employee Benefits	5200	310.93	3,164.21	0.00	(3,164.21)
STRS	5201	336.25	3,096.89	0.00	(3,096.89)
PERS	5202	521.04	2,591.29	0.00	(2,591.29)
SS Classified	5204	232.16	1,212.02	0.00	(1,212.02)
Medicare	5205	152.68	1,128.68	725.00	(403.68)
SUI Classified	5208	5.28	39.16	25.00	(14.16)
Workers Comp	5209	105.92	785.03	540.00	(245.03)
Total Benefits		1,664.26	12,017.28	1,290.00	(10,727.28)
Supplies					
Class Supplies	5320	237.38	658.92	0.00	(658.92)
Equipment (under 5K)	5325	0.00	469.95	0.00	(469.95)
Reimbursables	5327	6.27	2,478.20	0.00	(2,478.20)
Office Supplies	5530	0.00	119.16	3,000.00	2,880.84
Software	6220	37.65	26,303.38	20,000.00	(6,303.38)
Total Supplies		281.30	30,029.61	23,000.00	(7,029.61)
Services					
Employee Admin	5220	0.00	32.00	0.00	(32.00)
Travel	5400	0.00	1,075.26	10,000.00	8,924.74
Training and Conferences	5410	418.76	4,295.04	2,000.00	(2,295.04)
Consulting	5441	0.00	21,866.00	48,000.00	26,134.00
Copier	5531	0.00	189.76	0.00	(189.76)
Public Relations	5562	0.00	0.00	1,000.00	1,000.00
Total Services		418.76	27,458.06	61,000.00	33,541.94
Debt Service					
Interest Expense	5571	0.00	5,650.00	0.00	(5,650.00)
Total Debt Service		0.00	5,650.00	0.00	(5,650.00)
Total Expenditures		<u>12,955.73</u>	<u>159,279.41</u>	<u>135,290.00</u>	<u>(23,989.41)</u>
Revenue and Expense		<u>(11,063.73)</u>	<u>(19,479.76)</u>	<u>74,400.00</u>	<u>(93,879.76)</u>

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
2000 - AAE
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Revenue					
Revenue					
Revenue	4000	816,159.19	6,585,609.62	12,027,241.50	(5,441,631.88)
Total Revenue		<u>816,159.19</u>	<u>6,585,609.62</u>	<u>12,027,241.50</u>	<u>(5,441,631.88)</u>
Total Revenue		<u>816,159.19</u>	<u>6,585,609.62</u>	<u>12,027,241.50</u>	<u>(5,441,631.88)</u>
Expenditures					
Cert Salaries					
Certificated Salaries	5100	395,180.60	3,145,805.49	4,759,009.00	1,613,203.51
Cert - Hourly	5102	5,663.32	23,274.18	20,437.00	(2,837.18)
Cert - Subs	5103	12,073.43	64,789.04	215,125.00	150,335.96
Cert - Supplemental	5104	3,208.26	24,402.03	0.00	(24,402.03)
Cert - Stipend	5105	9,376.11	55,799.04	109,025.00	53,225.96
Cert - OT	5106	0.00	30.00	0.00	(30.00)
Total Cert Salaries		<u>425,501.72</u>	<u>3,314,099.78</u>	<u>5,103,596.00</u>	<u>1,789,496.22</u>
Class Salaries					
Classified Salaries	5110	57,526.43	488,594.40	665,980.00	177,385.60
Class - Hourly	5112	6,108.55	25,928.98	149,918.00	123,989.02
Class - Subs	5113	10,647.00	33,104.82	0.00	(33,104.82)
Class - Supplemental	5114	7,008.10	41,190.95	0.00	(41,190.95)
Class - Stipend	5115	12,437.49	24,645.75	0.00	(24,645.75)
Class - OT	5116	22.73	345.89	0.00	(345.89)
Total Class Salaries		<u>93,750.30</u>	<u>613,810.79</u>	<u>815,898.00</u>	<u>202,087.21</u>
Benefits					
Employee Benefits	5200	73,729.10	573,431.71	868,079.00	294,647.29
STRS	5201	50,788.77	393,461.91	579,423.00	185,961.09
PERS	5202	11,107.19	83,301.34	104,374.00	21,072.66
SS Classified	5204	6,494.52	42,287.30	50,586.00	8,298.70
Medicare	5205	7,237.69	54,641.38	85,833.00	31,191.62
SUI Classified	5208	259.61	1,963.73	2,960.00	996.27
Workers Comp	5209	4,958.23	38,197.51	63,931.00	25,733.49
Total Benefits		<u>154,575.11</u>	<u>1,187,284.88</u>	<u>1,755,186.00</u>	<u>567,901.12</u>
Supplies					
Approved Text Books	5300	0.00	173,123.89	28,500.00	(144,623.89)
Classroom Books	5301	0.00	1,371.03	3,900.00	2,528.97
Class Supplies	5320	5,120.32	47,910.20	112,065.00	64,154.80
Other Supplies	5322	29.49	15,719.10	5,300.00	(10,419.10)
Equipment (under 5K)	5325	0.00	2,361.69	23,400.00	21,038.31
Reimbursables	5327	13,684.48	60,430.84	0.00	(60,430.84)
Office Supplies	5530	559.60	6,463.05	8,250.00	1,786.95
Postage	5540	0.00	1,173.03	10,000.00	8,826.97
Computers	6210	23,448.39	23,848.38	0.00	(23,848.38)
Furniture	6230	0.00	1,324.08	0.00	(1,324.08)
Books, Media, Library	6240	0.00	10,704.73	15,000.00	4,295.27
Total Supplies		<u>42,842.28</u>	<u>344,430.02</u>	<u>206,415.00</u>	<u>(138,015.02)</u>
Services					
Employee Admin	5220	49.00	1,178.00	0.00	(1,178.00)
Volunteer fingerprinting	52201	0.00	337.00	0.00	(337.00)
Testing	5331	0.00	776.86	12,000.00	11,223.14
Referees	5340	1,236.00	11,662.00	12,650.00	988.00
Field Trip	5350	0.00	(75.00)	5,950.00	6,025.00

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
2000 - AAE
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Travel	5400	1,852.15	6,583.88	13,000.00	6,416.12
Training and Conferences	5410	500.00	7,926.13	56,302.00	48,375.87
Dues and Memberships	5420	1,041.00	11,153.75	23,725.00	12,571.25
AVUSD Fees	5421	0.00	0.00	9,000.00	9,000.00
Legal Fees	5440	0.00	2,228.87	50,000.00	47,771.13
Consulting	5441	0.00	1,360.00	10,000.00	8,640.00
Security	5500	0.00	29,009.44	0.00	(29,009.44)
Copier	5531	0.00	5,974.29	0.00	(5,974.29)
Emergency-First Aid	5532	897.48	2,217.27	1,000.00	(1,217.27)
Rental - Leases	5550	7,235.58	36,331.46	0.00	(36,331.46)
Advertising - Marketing	5561	0.00	0.00	1,000.00	1,000.00
Public Relations	5562	0.00	0.00	1,500.00	1,500.00
Special Events	5563	673.17	5,885.36	17,570.00	11,684.64
Bus	6115	7,048.50	39,845.76	39,000.00	(845.76)
Total Services		<u>20,532.88</u>	<u>162,395.07</u>	<u>252,697.00</u>	<u>90,301.93</u>
Capital Exp					
Sites - Improvements of Site	6000	0.00	530.81	0.00	(530.81)
Total Capital Exp		<u>0.00</u>	<u>530.81</u>	<u>0.00</u>	<u>(530.81)</u>
Debt Service					
Interest Expense	5571	0.00	128,358.46	0.00	(128,358.46)
Tetra	5573	57,035.86	514,286.14	0.00	(514,286.14)
Bond Costs	6201	0.00	120,000.00	0.00	(120,000.00)
Total Debt Service		<u>57,035.86</u>	<u>762,644.60</u>	<u>0.00</u>	<u>(762,644.60)</u>
Total Expenditures		<u><u>794,238.15</u></u>	<u><u>6,385,195.95</u></u>	<u><u>8,133,792.00</u></u>	<u><u>1,748,596.05</u></u>
Revenue and Expense		<u><u>21,921.04</u></u>	<u><u>200,413.67</u></u>	<u><u>3,893,449.50</u></u>	<u><u>(3,693,035.83)</u></u>

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
4000 - NSAA
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Revenue					
Revenue					
Revenue	4000	628,306.92	4,072,107.25	7,653,790.00	(3,581,682.75)
Total Revenue		<u>628,306.92</u>	<u>4,072,107.25</u>	<u>7,653,790.00</u>	<u>(3,581,682.75)</u>
Total Revenue		<u>628,306.92</u>	<u>4,072,107.25</u>	<u>7,653,790.00</u>	<u>(3,581,682.75)</u>
Expenditures					
Cert Salaries					
Certificated Salaries	5100	186,730.53	1,560,402.06	2,504,773.00	944,370.94
Cert - Hourly	5102	0.00	0.00	31,964.00	31,964.00
Cert - Subs	5103	14,180.99	68,662.34	224,136.00	155,473.66
Cert - Supplemental	5104	317.09	31,354.44	0.00	(31,354.44)
Cert - Stipend	5105	8,227.75	53,603.70	75,278.00	21,674.30
Cert - OT	5106	1,086.31	4,273.82	0.00	(4,273.82)
Total Cert Salaries		<u>210,542.67</u>	<u>1,718,296.36</u>	<u>2,836,151.00</u>	<u>1,117,854.64</u>
Class Salaries					
Classified Salaries	5110	37,721.05	306,223.30	508,050.00	201,826.70
Class - Hourly	5112	11,971.39	61,550.17	81,783.00	20,232.83
Class - Subs	5113	2,162.85	23,639.80	0.00	(23,639.80)
Class - Supplemental	5114	3,035.04	17,470.58	0.00	(17,470.58)
Class - Stipend	5115	965.86	2,931.72	0.00	(2,931.72)
Class - OT	5116	151.51	631.12	0.00	(631.12)
Total Class Salaries		<u>56,007.70</u>	<u>412,446.69</u>	<u>589,833.00</u>	<u>177,386.31</u>
Benefits					
Employee Benefits	5200	32,623.03	271,374.41	472,464.00	201,089.59
STRS	5201	25,178.80	203,718.00	315,101.00	111,383.00
PERS	5202	7,134.33	57,363.93	66,301.00	8,937.07
SS Classified	5204	3,862.02	28,937.82	36,570.00	7,632.18
Medicare	5205	3,745.39	30,013.82	49,676.00	19,662.18
SUI Classified	5208	132.66	1,060.89	1,713.00	652.11
Workers Comp	5209	2,619.76	21,241.35	37,001.00	15,759.65
Total Benefits		<u>75,295.99</u>	<u>613,710.22</u>	<u>978,826.00</u>	<u>365,115.78</u>
Supplies					
Approved Text Books	5300	0.00	220,042.85	24,100.00	(195,942.85)
Classroom Books	5301	0.00	2,176.92	1,500.00	(676.92)
Class Supplies	5320	1,148.03	27,659.86	36,100.00	8,440.14
Other Supplies	5322	308.12	1,105.29	1,500.00	394.71
Equipment (under 5K)	5325	0.00	3,194.26	21,500.00	18,305.74
Reimbursables	5327	469.50	11,629.30	0.00	(11,629.30)
Office Supplies	5530	3,043.82	11,138.08	15,000.00	3,861.92
Postage	5540	0.00	797.32	6,000.00	5,202.68
Computers	6210	7,998.51	7,998.51	0.00	(7,998.51)
Books, Media, Library	6240	0.00	6,083.57	5,000.00	(1,083.57)
Total Supplies		<u>12,967.98</u>	<u>291,825.96</u>	<u>110,700.00</u>	<u>(181,125.96)</u>
Services					
Employee Admin	5220	0.00	1,465.50	0.00	(1,465.50)
Volunteer fingerprinting	52201	0.00	224.00	0.00	(224.00)
Testing	5331	110.82	869.05	9,250.00	8,380.95
Referees	5340	0.00	2,185.00	3,600.00	1,415.00
Field Trip	5350	0.00	0.00	5,000.00	5,000.00
Travel	5400	48.60	7,091.36	5,000.00	(2,091.36)

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
4000 - NSAA
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Training and Conferences	5410	870.00	30,893.81	80,350.00	49,456.19
Dues and Memberships	5420	0.00	759.00	5,548.00	4,789.00
S B Co Fees	5422	0.00	2,100.00	68,219.00	66,119.00
Legal Fees	5440	0.00	(133.00)	5,000.00	5,133.00
Consulting	5441	0.00	0.00	62,500.00	62,500.00
Copier	5531	0.00	4,931.44	0.00	(4,931.44)
Emergency-First Aid	5532	0.00	658.54	500.00	(158.54)
Advertising - Marketing	5561	75.85	1,675.85	8,000.00	6,324.15
Public Relations	5562	0.00	180.00	2,000.00	1,820.00
Special Events	5563	29.96	2,175.53	2,950.00	774.47
Bus	6115	0.00	2,332.50	12,000.00	9,667.50
Total Services		<u>1,135.23</u>	<u>57,408.58</u>	<u>269,917.00</u>	<u>212,508.42</u>
Capital Exp					
Sites - Improvements of Site	6000	0.00	(50.00)	0.00	50.00
Total Capital Exp		<u>0.00</u>	<u>(50.00)</u>	<u>0.00</u>	<u>50.00</u>
Total Expenditures		<u>355,949.57</u>	<u>3,093,637.81</u>	<u>4,785,427.00</u>	<u>1,691,789.19</u>
Revenue and Expense		<u>272,357.35</u>	<u>978,469.44</u>	<u>2,868,363.00</u>	<u>(1,889,893.56)</u>

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
5000 - Operating
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Revenue					
Revenue					
Revenue	4000	0.00	5,730.93	0.00	5,730.93
Revenue - Interest	4100	0.00	146.51	0.00	146.51
Total Revenue		0.00	5,877.44	0.00	5,877.44
Total Revenue		0.00	5,877.44	0.00	5,877.44
Expenditures					
Cert Salaries					
Certificated Salaries	5100	18,270.40	216,486.98	219,245.00	2,758.02
Cert - Supplemental	5104	44.00	179.05	0.00	(179.05)
Cert - Stipend	5105	(150.00)	(150.00)	0.00	150.00
Total Cert Salaries		18,164.40	216,516.03	219,245.00	2,728.97
Class Salaries					
Classified Salaries	5110	61,442.85	530,935.79	692,805.00	161,869.21
Class - Subs	5113	0.00	224.00	0.00	(224.00)
Class - Supplemental	5114	0.00	1,743.70	0.00	(1,743.70)
Class - OT	5116	0.00	995.72	0.00	(995.72)
Total Class Salaries		61,442.85	533,899.21	692,805.00	158,905.79
Benefits					
Employee Benefits	5200	14,655.68	131,985.80	165,332.00	33,346.20
STRS	5201	2,303.95	18,071.87	27,581.00	9,509.13
PERS	5202	8,533.18	73,705.75	90,411.00	16,705.25
SS Classified	5204	3,612.57	31,323.19	42,954.00	11,630.81
Medicare	5205	1,099.21	10,399.36	13,225.00	2,825.64
Voluntary Retirement Program	5207	0.00	93,723.07	93,723.00	(0.07)
SUI Classified	5208	39.87	375.14	456.00	80.86
Workers Comp	5209	797.13	7,492.16	9,850.00	2,357.84
Total Benefits		31,041.59	367,076.34	443,532.00	76,455.66
Supplies					
Class Supplies	5320	32.76	35.06	0.00	(35.06)
Other Supplies	5322	0.00	116.32	0.00	(116.32)
Equipment (under 5K)	5325	0.00	1,003.66	500.00	(503.66)
Reimbursables	5327	0.00	679.87	0.00	(679.87)
Office Supplies	5530	402.90	8,726.35	6,000.00	(2,726.35)
Postage	5540	318.55	5,920.12	0.00	(5,920.12)
Software	6220	0.00	11,287.00	0.00	(11,287.00)
Furniture	6230	0.00	175.30	0.00	(175.30)
Total Supplies		754.21	27,943.68	6,500.00	(21,443.68)
Services					
Employee Admin	5220	33.00	675.90	4,500.00	3,824.10
Travel	5400	166.32	10,002.90	16,241.00	6,238.10
Training and Conferences	5410	36.00	4,804.81	10,375.00	5,570.19
Dues and Memberships	5420	750.00	14,513.23	1,000.00	(13,513.23)
S B Co Fees	5422	0.00	4,100.00	10,000.00	5,900.00
Banking fees	5425	0.00	6,158.17	0.00	(6,158.17)
Insurance	5430	11,929.00	95,584.00	108,144.00	12,560.00
Legal Fees	5440	647.50	39,843.66	112,000.00	72,156.34
Consulting	5441	637.50	6,412.50	10,000.00	3,587.50

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
5000 - Operating
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Copier	5531	0.00	9,686.49	0.00	(9,686.49)
Emergency-First Aid	5532	0.00	0.00	500.00	500.00
Special Events	5563	0.00	2,031.23	0.00	(2,031.23)
Total Services		14,199.32	193,812.89	272,760.00	78,947.11
Debt Service					
Interest Expense	5571	0.00	830.99	262,000.00	261,169.01
Loan principal	55711	0.00	0.00	140,000.00	140,000.00
Tetra	5573	0.00	0.00	773,040.00	773,040.00
Total Debt Service		0.00	830.99	1,175,040.00	1,174,209.01
Total Expenditures		<u>125,602.37</u>	<u>1,340,079.14</u>	<u>2,809,882.00</u>	<u>1,469,802.86</u>
Revenue and Expense		<u>(125,602.37)</u>	<u>(1,334,201.70)</u>	<u>(2,809,882.00)</u>	<u>1,475,680.30</u>

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
5100 - IT
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Revenue					
Revenue					
Revenue	4000	0.00	271.72	0.00	271.72
Total Revenue		0.00	271.72	0.00	271.72
Total Revenue		0.00	271.72	0.00	271.72
Expenditures					
Cert Salaries					
Cert - Supplemental	5104	0.00	(700.87)	0.00	700.87
Cert - Stipend	5105	0.00	1,450.87	0.00	(1,450.87)
Total Cert Salaries		0.00	750.00	0.00	(750.00)
Class Salaries					
Classified Salaries	5110	44,378.63	334,978.33	499,671.00	164,692.67
Class - Supplemental	5114	0.00	278.29	0.00	(278.29)
Class - OT	5116	38.57	1,655.44	0.00	(1,655.44)
Total Class Salaries		44,417.20	336,912.06	499,671.00	162,758.94
Benefits					
Employee Benefits	5200	8,304.92	61,511.56	74,928.00	13,416.44
STRS	5201	0.00	80.47	0.00	(80.47)
PERS	5202	6,163.29	46,560.36	65,207.00	18,646.64
SS Classified	5204	2,608.18	19,742.63	30,980.00	11,237.37
Medicare	5205	609.97	4,627.79	7,245.00	2,617.21
SUI Classified	5208	22.20	168.07	249.00	80.93
Workers Comp	5209	444.20	3,376.79	5,397.00	2,020.21
Total Benefits		18,152.76	136,067.67	184,006.00	47,938.33
Supplies					
Classroom Books	5301	0.00	0.00	500.00	500.00
Equipment (under 5K)	5325	0.00	0.00	44,123.00	44,123.00
Office Supplies	5530	72.50	679.60	1,000.00	320.40
Computers	6210	20,954.37	129,997.40	157,000.00	27,002.60
Equipment for Resale	6212	(125.00)	(997.54)	0.00	997.54
Software	6220	9,762.04	83,811.07	124,000.00	40,188.93
Total Supplies		30,663.91	213,490.53	326,623.00	113,132.47
Services					
Travel	5400	397.81	1,685.84	4,000.00	2,314.16
Training and Conferences	5410	0.00	7,949.74	10,000.00	2,050.26
Dues and Memberships	5420	0.00	106.92	500.00	393.08
Consulting	5441	0.00	0.00	20,000.00	20,000.00
Telephone	5510	7,605.30	51,688.69	57,900.00	6,211.31
Copier	5531	4,816.55	33,782.87	96,200.00	62,417.13
Equipment Repairs	6205	20.87	69,822.33	100,000.00	30,177.67
Total Services		12,840.53	165,036.39	288,600.00	123,563.61
Total Expenditures		106,074.40	852,256.65	1,298,900.00	446,643.35
Revenue and Expense		(106,074.40)	(851,984.93)	(1,298,900.00)	446,915.07

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
5200 - Facilities
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Revenue					
Revenue					
Revenue	4000	0.00	141.28	0.00	141.28
Total Revenue		<u>0.00</u>	<u>141.28</u>	<u>0.00</u>	<u>141.28</u>
Total Revenue		<u>0.00</u>	<u>141.28</u>	<u>0.00</u>	<u>141.28</u>
Expenditures					
Class Salaries					
Classified Salaries	5110	20,551.84	148,600.42	374,799.00	226,198.58
Class - Supplemental	5114	0.00	2,751.23	0.00	(2,751.23)
Class - OT	5116	<u>28.43</u>	<u>56.86</u>	<u>0.00</u>	<u>(56.86)</u>
Total Class Salaries		20,580.27	151,408.51	374,799.00	223,390.49
Benefits					
Employee Benefits	5200	4,711.70	32,599.34	56,465.00	23,865.66
PERS	5202	2,854.24	21,019.74	48,912.00	27,892.26
SS Classified	5204	1,216.35	8,994.13	23,238.00	14,243.87
Medicare	5205	284.47	2,103.46	5,435.00	3,331.54
SUI Classified	5208	10.27	75.61	188.00	112.39
Workers Comp	5209	<u>205.82</u>	<u>1,514.23</u>	<u>4,048.00</u>	<u>2,533.77</u>
Total Benefits		9,282.85	66,306.51	138,286.00	71,979.49
Supplies					
Office Supplies	5530	0.00	0.00	500.00	500.00
Postage	5540	0.00	26.77	0.00	(26.77)
Furniture	6230	<u>0.00</u>	<u>44,019.52</u>	<u>105,000.00</u>	<u>60,980.48</u>
Total Supplies		0.00	44,046.29	105,500.00	61,453.71
Services					
Travel	5400	422.82	2,464.30	3,000.00	535.70
Training and Conferences	5410	0.00	1,190.00	5,000.00	3,810.00
Consulting	5441	0.00	8,000.00	0.00	(8,000.00)
Trash-Sewer	5460	7,972.08	41,725.09	63,000.00	21,274.91
Gardening	5470	278.23	3,535.93	26,250.00	22,714.07
Janitorial	5480	12,680.86	124,158.26	208,000.00	83,841.74
Pest Control	5490	240.00	1,080.00	2,000.00	920.00
Security	5500	6,101.20	52,103.20	94,500.00	42,396.80
Utilities	5520	24,185.89	233,254.80	354,850.00	121,595.20
Rental - Leases	5550	12,270.99	105,113.63	150,000.00	44,886.37
Facilities - Maintenance	6010	7,214.00	57,100.06	150,000.00	92,899.94
Auto	6110	<u>61.44</u>	<u>2,745.54</u>	<u>4,000.00</u>	<u>1,254.46</u>
Total Services		71,427.51	632,470.81	1,060,600.00	428,129.19
Capital Exp					
Sites - Improvements of Site	6000	0.00	329,792.96	328,000.00	(1,792.96)
Building -Improvements of Bldg	6100	0.00	19,809.56	130,000.00	110,190.44
Total Capital Exp		<u>0.00</u>	<u>349,602.52</u>	<u>458,000.00</u>	<u>108,397.48</u>
Total Expenditures		<u>101,290.63</u>	<u>1,243,834.64</u>	<u>2,137,185.00</u>	<u>893,350.36</u>
Revenue and Expense		<u>(101,290.63)</u>	<u>(1,243,693.36)</u>	<u>(2,137,185.00)</u>	<u>893,491.64</u>

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
5300 - Special Education
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Revenue					
Revenue					
Revenue	4000	80,140.00	679,457.00	1,337,843.00	(658,386.00)
Total Revenue		<u>80,140.00</u>	<u>679,457.00</u>	<u>1,337,843.00</u>	<u>(658,386.00)</u>
Total Revenue		<u>80,140.00</u>	<u>679,457.00</u>	<u>1,337,843.00</u>	<u>(658,386.00)</u>
Expenditures					
Cert Salaries					
Certificated Salaries	5100	77,947.40	532,423.35	955,141.00	422,717.65
Cert - Subs	5103	0.00	104.50	0.00	(104.50)
Cert - Supplemental	5104	311.00	3,252.90	0.00	(3,252.90)
Cert - Stipend	5105	<u>506.25</u>	<u>3,543.75</u>	<u>0.00</u>	<u>(3,543.75)</u>
Total Cert Salaries		78,764.65	539,324.50	955,141.00	415,816.50
Class Salaries					
Classified Salaries	5110	32,705.02	226,927.76	362,935.00	136,007.24
Class - Supplemental	5114	<u>96.96</u>	<u>2,313.30</u>	<u>0.00</u>	<u>(2,313.30)</u>
Total Class Salaries		32,801.98	229,241.06	362,935.00	133,693.94
Benefits					
Employee Benefits	5200	14,966.70	100,228.31	173,686.00	73,457.69
STRS	5201	8,349.05	58,606.54	120,156.00	61,549.46
PERS	5202	6,277.18	40,171.12	47,363.00	7,191.88
SS Classified	5204	2,703.95	17,353.34	22,501.00	5,147.66
Medicare	5205	1,561.84	10,710.84	19,112.00	8,401.16
SUI Classified	5208	55.77	384.24	659.00	274.76
Workers Comp	5209	<u>1,115.66</u>	<u>7,594.71</u>	<u>14,234.00</u>	<u>6,639.29</u>
Total Benefits		35,030.15	235,049.10	397,711.00	162,661.90
Supplies					
Approved Text Books	5300	0.00	520.18	5,000.00	4,479.82
Classroom Books	5301	0.00	99.18	2,500.00	2,400.82
Class Supplies	5320	0.00	2,139.00	5,680.00	3,541.00
Equipment (under 5K)	5325	0.00	613.08	2,225.00	1,611.92
Reimbursables	5327	0.00	95.16	0.00	(95.16)
Office Supplies	5530	0.00	1,119.26	4,500.00	3,380.74
Postage	5540	<u>0.00</u>	<u>15.05</u>	<u>250.00</u>	<u>234.95</u>
Total Supplies		0.00	4,600.91	20,155.00	15,554.09
Services					
Employee Admin	5220	0.00	0.00	200.00	200.00
Testing	5331	0.00	3,173.37	6,250.00	3,076.63
Travel	5400	198.64	675.45	3,200.00	2,524.55
Training and Conferences	5410	425.00	1,591.60	6,275.00	4,683.40
Dues and Memberships	5420	0.00	100.00	400.00	300.00
Legal Fees	5440	0.00	106.87	0.00	(106.87)
Consulting	5441	2,562.50	7,795.65	5,500.00	(2,295.65)
SELPA Services	54411	0.00	0.00	87,968.00	87,968.00
Facilities - Maintenance	6010	<u>0.00</u>	<u>170.00</u>	<u>0.00</u>	<u>(170.00)</u>
Total Services		<u>3,186.14</u>	<u>13,612.94</u>	<u>109,793.00</u>	<u>96,180.06</u>
Total Expenditures		<u>149,782.92</u>	<u>1,021,828.51</u>	<u>1,845,735.00</u>	<u>823,906.49</u>
Revenue and Expense		<u>(69,642.92)</u>	<u>(342,371.51)</u>	<u>(507,892.00)</u>	<u>165,520.49</u>

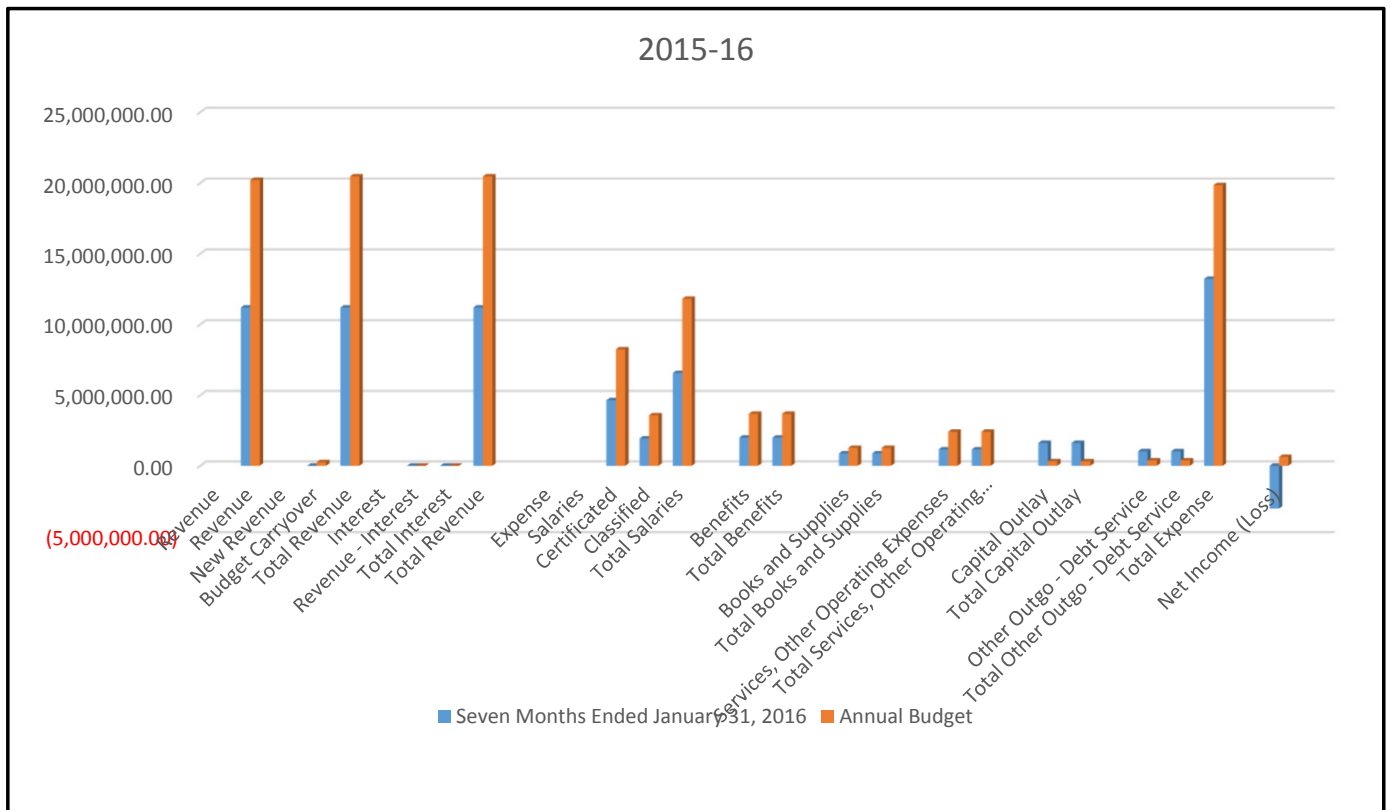
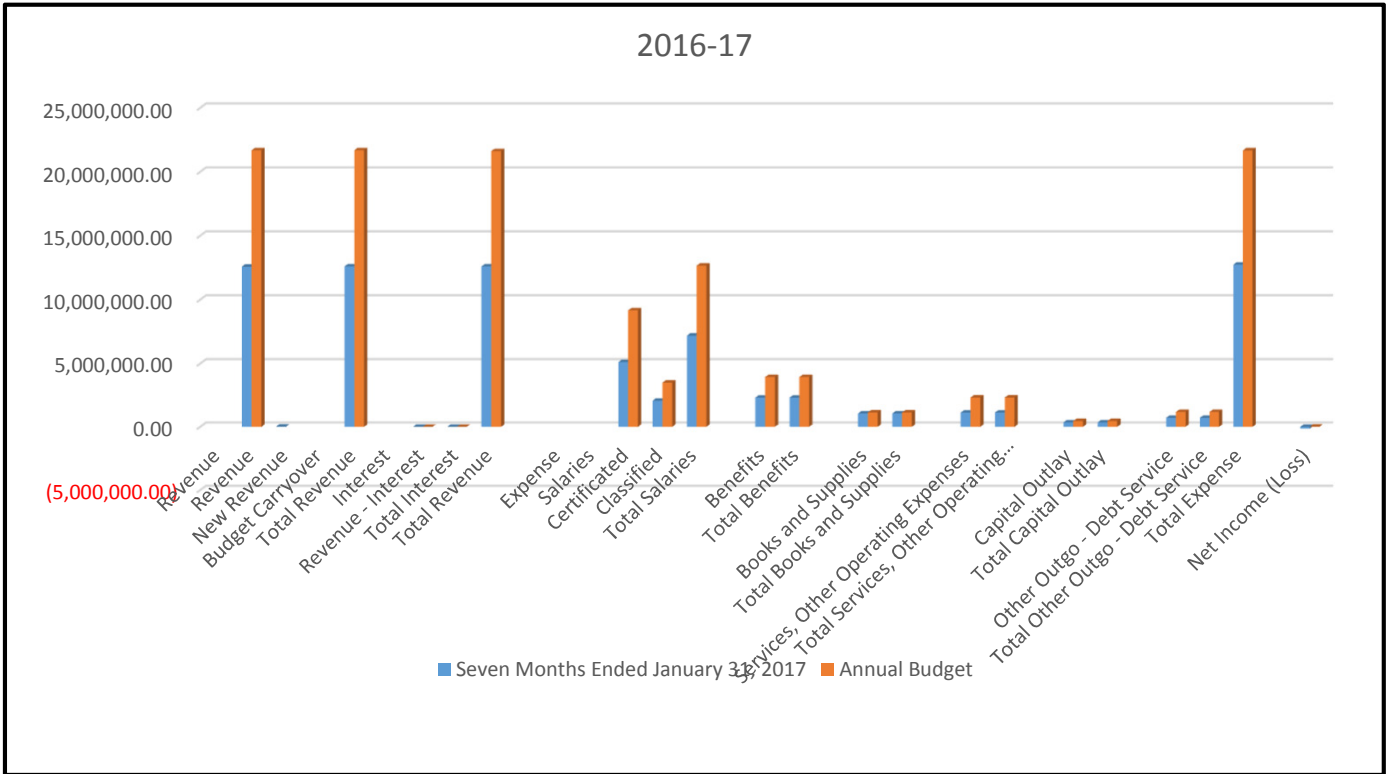
The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
5400 - Food Services
From 2/2/2017 Through 3/1/2017

		Current Month Actual	Current YTD Actual	Total Budget - Revised	Remaining Budget - Revised
Revenue					
Revenue					
Revenue	4000	41,042.97	205,869.79	457,000.00	(251,130.21)
Total Revenue		41,042.97	205,869.79	457,000.00	(251,130.21)
Total Revenue		41,042.97	205,869.79	457,000.00	(251,130.21)
Expenditures					
Class Salaries					
Classified Salaries	5110	13,219.73	92,076.29	157,403.00	65,326.71
Class - Subs	5113	0.00	2,082.50	0.00	(2,082.50)
Class - Supplemental	5114	84.28	2,477.71	0.00	(2,477.71)
Class - OT	5116	32.62	32.62	0.00	(32.62)
Total Class Salaries		13,336.63	96,669.12	157,403.00	60,733.88
Benefits					
PERS	5202	1,847.65	13,131.59	20,541.00	7,409.41
SS Classified	5204	809.55	5,892.61	9,759.00	3,866.39
Medicare	5205	189.33	1,378.16	2,282.00	903.84
SUI Classified	5208	6.65	48.31	79.00	30.69
Workers Comp	5209	133.36	965.91	1,700.00	734.09
Total Benefits		2,986.54	21,416.58	34,361.00	12,944.42
Supplies					
Other Supplies	5322	190.17	1,018.48	4,000.00	2,981.52
Equipment (under 5K)	5325	0.00	0.00	850.00	850.00
Food	5360	38,859.69	222,548.04	330,000.00	107,451.96
Office Supplies	5530	0.00	128.93	0.00	(128.93)
Total Supplies		39,049.86	223,695.45	334,850.00	111,154.55
Services					
Travel	5400	0.00	0.00	1,090.00	1,090.00
Training and Conferences	5410	0.00	0.00	426.00	426.00
Legal Fees	5440	0.00	882.00	0.00	(882.00)
Total Services		0.00	882.00	1,516.00	634.00
Total Expenditures		55,373.03	342,663.15	528,130.00	185,466.85
Revenue and Expense		(14,330.06)	(136,793.36)	(71,130.00)	(65,663.36)

The High Desert Partnership in Academic Excellence Foundation, Inc.
Statement of Revenues and Expenditures
From 7/1/2015 Through 2/1/2016
From 7/1/2016 Through 2/1/2017

	2015-2016			2016-2017			
	Seven Months Ended January 31, 2016	Annual Budget	Percent of Budget Remaining	Seven Months Ended January 31, 2017	Annual Budget	Percent Budget Remaining	
Revenue				Revenue			
Revenue	11,189,417.00	20,200,167.00	44.61%	Revenue	<u>12,578,732.04</u>	<u>21,685,565.00</u>	41.99%
New Revenue				New Revenue	<u>18,750.00</u>		
Budget Carryover	<u>0.00</u>	<u>257,874.96</u>		Budget Carryover			
Total Revenue	11,189,417.00	20,458,041.96	45.31%	Total Revenue	12,597,482.04	21,685,565.00	41.91%
Interest				Interest			
Revenue - Interest	<u>0.00</u>	<u>0.00</u>	0.00%	Revenue - Interest	<u>146.51</u>	<u>0.00</u>	0.00%
Total Interest	<u>0.00</u>	<u>0.00</u>	0.00%	Total Interest	<u>146.51</u>	<u>0.00</u>	0.00%
Total Revenue	<u>11,189,417.00</u>	<u>20,458,041.96</u>	45.31%	Total Revenue	<u>12,597,628.55</u>	<u>21,616,683.50</u>	41.72%
Expense				Expense			
Salaries				Salaries			
Certificated	4,632,896.91	8,236,913.00	43.75%	Certificated	5,113,639.28	9,164,133.00	44.20%
Classified	<u>1,927,909.69</u>	<u>3,568,559.00</u>	45.98%	Classified	<u>2,067,957.51</u>	<u>3,493,344.00</u>	40.80%
Total Salaries	6,560,806.60	11,805,472.00	44.43%	Total Salaries	7,181,596.79	12,657,477.00	43.26%
Benefits	<u>1,991,827.20</u>	<u>3,672,557.00</u>	45.76%	Benefits	<u>2,310,899.33</u>	<u>3,933,198.00</u>	41.25%
Total Benefits	1,991,827.20	3,672,557.00	45.76%	Total Benefits	2,310,899.33	3,933,198.00	41.25%
Books and Supplies	<u>870,512.17</u>	<u>1,266,569.00</u>	31.27%	Books and Supplies	<u>1,053,052.91</u>	<u>1,133,743.00</u>	7.12%
Total Books and Supplies	870,512.17	1,266,569.00	31.27%	Total Books and Supplies	1,053,052.91	1,133,743.00	7.12%
Services, Other Operating Expenses	<u>1,157,989.75</u>	<u>2,400,068.00</u>	51.75%	Services, Other Operating Expenses	<u>1,129,336.37</u>	<u>2,316,883.00</u>	51.26%
Total Services, Other Operating Expenses	1,157,989.75	2,400,068.00	51.75%	Total Services, Other Operating Expenses	1,129,336.37	2,316,883.00	51.26%
Capital Outlay	<u>1,611,674.91</u>	<u>314,237.00</u>	-412.89%	Capital Outlay	<u>350,083.33</u>	<u>458,000.00</u>	23.56%
Total Capital Outlay	1,611,674.91	314,237.00	-412.89%	Total Capital Outlay	350,083.33	458,000.00	23.56%
Other Outgo - Debt Service	<u>1,023,555.18</u>	<u>377,000.00</u>	-171.50%	Other Outgo - Debt Service	<u>712,089.73</u>	<u>1,175,040.00</u>	39.40%
Total Other Outgo - Debt Service	<u>1,023,555.18</u>	<u>377,000.00</u>	-171.50%	Total Other Outgo - Debt Service	<u>712,089.73</u>	<u>1,175,040.00</u>	39.40%
Total Expense	<u>13,216,365.81</u>	<u>19,835,903.00</u>	33.37%	Total Expense	<u>12,737,058.46</u>	<u>21,674,341.00</u>	41.23%
Net Income (Loss)	<u>(3,032,593.74)</u>	<u>622,138.96</u>		Net Income (Loss)	<u>(139,429.91)</u>	<u>11,224.00</u>	

The High Desert Partnership in Academic Excellence Foundation, Inc.
 Statement of Revenues and Expenditures
 From 7/1/2015 Through 2/1/2016
 From 7/1/2016 Through 2/1/2017



AAE - Budget Comparison 2015/16 to 2016/17

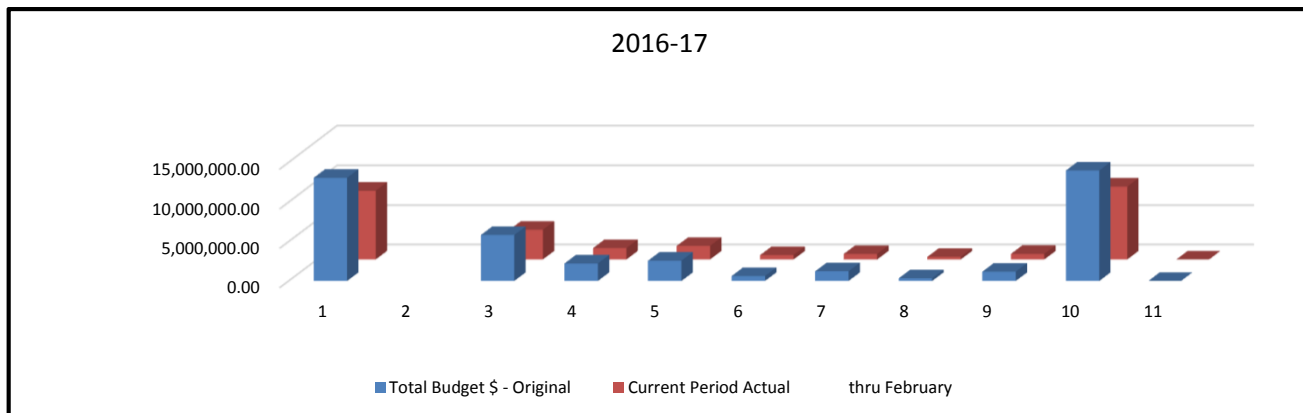
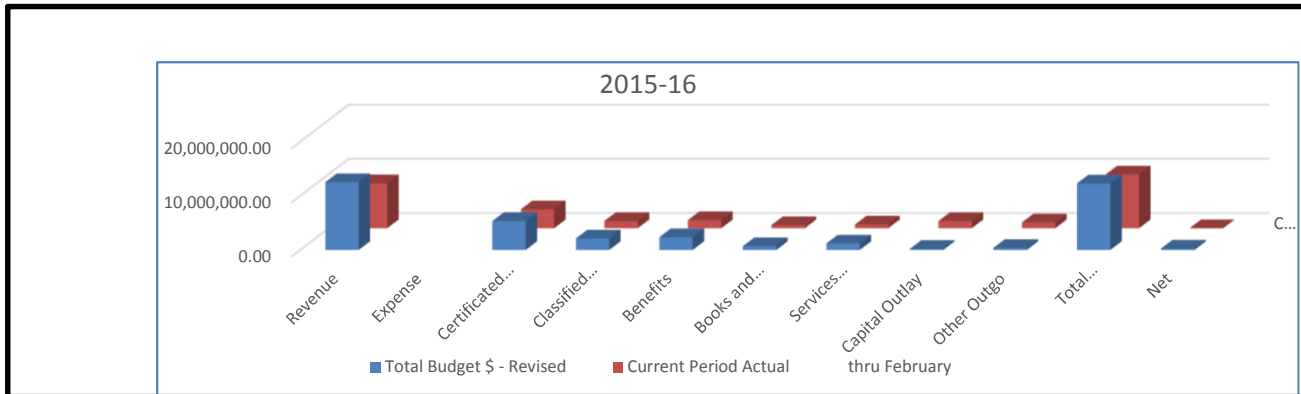
	2015-2016			2016-2017			Comparison
	Total Budget \$ - Revised	Current Period Actual thru February	Percent Total Budget-to-date	Total Budget \$ - Original	Current Period Actual thru February	Percent Total Budget-to-date	
Revenue		8 Months of Budgeted Revenue		Revenue	8 Months of Budgeted Revenue		
Revenue	12,410,782.00	8,273,854.67	66.67%	Revenue	13,057,621.50	8,705,081.00	66.67%
New Revenue				New Revenue			0.00%
Budget Carryover	103,812.00	0.00	0.00%	Budget Carryover	0.00	0.00	N/A
Total Revenue	12,514,594.00	8,273,854.67	66.11%	Total Revenue	13,057,621.50	8,705,081.00	66.67%
Expense				Expense			
Certificated Salaries	5,333,523.00	3,481,458.32	65.28%	Certificated Salaries	5,829,477.20	3,767,767.95	64.63%
Classified Salaries	2,117,590.00	1,328,378.55	62.73%	Classified Salaries	2,213,348.80	1,437,540.39	64.95%
Total Salaries	7,451,113.00	4,809,836.87	64.55%	Total Salaries	8,042,826.00	5,205,308.34	64.72%
Benefits				Benefits			
Health Benefits	1,131,137.00	709,774.53	62.75%	Health Benefits	1,174,962.60	769,564.88	65.50%
STRS	551,166.00	358,682.16	65.08%	STRS	670,738.40	442,970.59	66.04%
PERS	274,190.00	154,471.96	56.34%	PERS	286,741.80	197,630.27	68.92%
Employer Costs	406,027.00	267,004.59	65.76%	Employer Costs	438,456.40	303,129.24	69.14%
Total Benefits	2,362,520.00	1,489,933.24	63.07%	Total Benefits	2,570,899.20	1,713,294.99	66.64%
Books and Supplies				Books and Supplies			
Approved Text Books	177,000.00	90,825.82	51.31%	Approved Text Books	30,500.00	173,370.65	568.43%
Classroom Books	6,805.00	3,351.86	49.26%	Classroom Books	6,200.00	1,470.21	23.71%
Class Supplies	113,725.00	218,557.59	192.18%	Class Supplies	115,745.00	49,262.25	42.56%
Other Supplies		0.00	N/A	Other Supplies	7,100.00	16,807.37	236.72%
Equipment (under 5K)	69,135.00	9,828.84	14.22%	Equipment (under 5K)	59,387.00	3,269.58	5.51%
Reimbursables		0.00	N/A	Reimbursables	0.00	60,933.92	N/A
Food	110,000.00	74,866.75	68.06%	Food	120,000.00	83,088.66	69.24%
Office Supplies	16,770.00	13,759.30	82.05%	Office Supplies	15,250.00	14,750.15	96.72%
Postage	13,570.00	7,460.06	54.97%	Postage	10,250.00	4,756.21	46.40%
Computers	61,330.00	37,258.01	60.75%	Computers	92,000.00	80,128.78	87.10%
Equipment for Resale		321.09	N/A	Equipment for Resale	0.00	(1,122.52)	N/A
Software	90,563.00	79,026.56	87.26%	Software	74,400.00	48,299.26	64.92%
Furniture	16,830.00	22,737.74	135.10%	Furniture	75,000.00	13,597.21	18.13%
Books, Media, Library	15,000.00	8,601.92	57.35%	Books, Media, Library	15,000.00	10,704.73	71.36%
Total Books and Supplies	690,728.00	566,595.54	82.03%	Total Books and Supplies	620,832.00	559,316.46	90.09%
Services, Other				Services, Other			
Employee Admin	1,661.00	1,338.24	80.57%	Employee Admin	2,350.00	1,583.54	67.38%
Volunteer Fingerprinting		1,568.00	N/A	Volunteer Fingerprinting	0.00	337.00	N/A
Testing	12,000.00	1,518.29	12.65%	Testing	15,250.00	3,330.92	21.84%
Referees	12,500.00	5,976.00	47.81%	Referees	12,650.00	11,662.00	92.19%
Field Trip	5,000.00	8,396.19	167.92%	Field Trip	5,950.00	(75.00)	-1.26%
Travel	10,845.00	4,945.58	45.60%	Travel	27,889.60	11,591.17	41.56%
Training and Conferences	40,562.00	12,521.87	30.87%	Training and Conferences	76,615.00	17,147.86	22.38%
Dues and Memberships	15,623.00	11,707.70	74.94%	Dues and Memberships	24,775.00	20,367.44	82.21%
AVUSD Fees	8,200.00	0.00	0.00%	AVUSD Fees	9,000.00	0.00	0.00%
S B Co Fees	5,660.00	3,413.26	60.30%	S B Co Fees	6,200.00	3,366.00	54.29%
Banking fees	2,635.00	0.00	0.00%	Banking fees	0.00	3,694.90	N/A
Insurance	128,100.00	80,125.38	62.55%	Insurance	54,072.00	57,350.40	106.06%
Legal Fees	26,000.00	44,834.76	172.44%	Legal Fees	113,500.00	24,768.81	21.82%
Consulting	34,705.00	34,992.75	100.83%	Consulting	32,500.00	21,003.15	64.63%
SELPA Services	96,216.00	0.00	0.00%	SELPA Services	43,984.00	0.00	0.00%
Trash-Sewer	38,000.00	23,025.04	60.59%	Trash-Sewer	49,350.00	31,731.31	64.30%
Gardening	15,000.00	1,759.97	11.73%	Gardening	13,200.00	1,743.51	13.21%
Janitorial	111,520.00	57,932.67	51.95%	Janitorial	135,000.00	73,339.34	54.33%
Pest Control				Pest Control			
Security	3,800.00	1,525.36	40.14%	Security	22,500.00	30,329.44	134.80%
Telephone	51,968.00	28,898.03	55.61%	Telephone	34,200.00	25,274.83	73.90%
Utilities	217,000.00	155,803.30	71.80%	Utilities	269,850.00	165,883.87	61.47%
Copier	45,750.00	36,610.78	80.02%	Copier	54,600.00	33,356.15	61.09%
Emergency-First Aid	3,635.00	443.79	12.21%	Emergency-First Aid	1,250.00	2,217.27	177.38%
Rental - Leases	87,024.00	55,351.47	63.60%	Rental - Leases	0.00	31,490.79	N/A
Advertising - Marketing	458.00	83.76	18.29%	Advertising - Marketing	1,000.00	0.00	0.00%
Public Relations	1,732.00	21.35	1.23%	Public Relations	1,500.00	0.00	0.00%
Special Events	10,592.00	2,670.68	25.21%	Special Events	17,570.00	7,084.71	40.32%
Facilities - Maintenance	110,000.00	40,993.09	37.27%	Facilities - Maintenance	100,000.00	43,250.90	43.25%
Auto	7,000.00	2,284.01	32.63%	Auto	2,500.00	1,647.32	65.89%
Bus	45,000.00	28,261.60	62.80%	Bus	39,000.00	39,845.76	102.17%
Equipment Repairs	52,460.00	19,014.32	36.25%	Equipment Repairs	60,000.00	38,195.25	63.66%
Total Services, Other	1,200,646.00	666,017.24	55.47%	Total Services, Other	1,226,255.60	701,518.64	57.21%
Capital Outlay				Capital Outlay			
Site Improvements	201,312.00	0.00	0.00%	Site Improvements	260,000.00	319,573.91	122.91%
Bldg Improvements		1,244,453.00	N/A	Bldg Improvements	80,000.00	9,559.56	11.95%
Capital Equipment	0.00	66,450.16	N/A	Capital Equipment			N/A
Total Capital Outlay	201,312.00	1,310,903.16	651.18%	Total Capital Outlay	340,000.00	329,133.47	96.80%
Other Outgo				Other Outgo			
Interest Expense	237,000.00	140,999.03	59.49%	Interest Expense	262,000.00	129,171.45	49.30%
Loan Principal	140,000.00	140,000.00	100.00%	Loan Principal	140,000.00	120,000.00	85.71%
Tetra		773,946.66	N/A	Tetra	773,040.00	457,250.28	59.15%
Total Other Outgo	377,000.00	1,054,945.69	279.83%	Total Other Outgo	1,175,040.00	706,421.73	60.12%
Total Expense	12,283,319.00	9,898,231.74	80.58%	Total Expense	13,975,852.80	9,214,993.63	65.94%
Net	231,275.00	(1,624,377.07)		Net	(918,231.30)	(509,912.63)	
Total Revenue	12,514,594.00	8,273,854.67	66.11%	Total Revenue	13,057,621.50	8,705,081.00	66.67%
Total Expense	12,283,319.00	9,898,231.74	80.58%	Total Expense	13,975,852.80	9,214,993.63	65.94%
Net	231,275.00	(1,624,377.07)		Net	(918,231.30)	(509,912.63)	

2015-2016

	Total Budget \$ - Revised	Current Period Actual thru February	Percent Total Budget-to-date
Revenue	12,514,594.00	8,273,854.67	66.11%
Expense			
Certificated Salaries	5,333,523.00	3,481,458.32	65.28%
Classified Salaries	2,117,590.00	1,328,378.55	62.73%
Benefits	2,362,520.00	1,489,933.24	63.07%
Books and Supplies	690,728.00	566,595.54	82.03%
Services and Other	1,200,646.00	666,017.24	55.47%
Capital Outlay	201,312.00	1,310,903.16	651.18%
Other Outgo	377,000.00	1,054,945.69	279.83%
Total Expense	12,283,319.00	9,898,231.74	80.58%
Net	231,275.00	(1,624,377.07)	

2016-2017

	Total Budget \$ - Original	Current Period Actual thru February	Percent Total Budget-to-date	Percent Budget-to-date Comparison
Revenue	13,057,621.50	8,705,081.00	66.67%	0.55%
Expense				
Certificated Salaries	5,829,477.20	3,767,767.95	64.63%	-0.64%
Classified Salaries	2,213,348.80	1,437,540.39	64.95%	2.22%
Benefits	2,570,899.20	1,713,294.99	66.64%	3.58%
Books and Supplies	620,832.00	559,316.46	90.09%	8.06%
Services and Other	1,226,255.60	701,518.64	57.21%	1.74%
Capital Outlay	340,000.00	329,133.47	96.80%	-554.38%
Other Outgo	1,175,040.00	706,421.73	60.12%	-219.71%
Total Expense	13,975,852.80	9,214,993.63	65.94%	-14.65%
Net	(918,231.30)	(509,912.63)		



Note - Revenue shown here is on an accrual basis, of total budgeted revenue allocated on an even basis monthly to date.

NSAA - Budget Comparison 2015/16 to 2016/17

2015-2016

2016-2017

Comparison

	Total Budget \$ - Revised	Current Period Actual thru February	Percent Total Budget-to- date
Revenue			
		8 Months of Budgeted Revenue	
Revenue	7,516,196.00	5,010,797.33	66.67%
New Revenue			
Budget Carryover	55,925.00	0.00	0.00%
Total Revenue	7,572,121.00	5,010,797.33	66.17%
Expense			
Certificated Salaries	2,791,998.00	1,776,303.45	63.62%
Classified Salaries	1,370,355.00	844,764.16	61.65%
Total Salaries	4,162,353.00	2,621,067.61	62.97%
Benefits			
Health Benefits	605,623.00	362,104.80	59.79%
STRS	284,871.00	169,828.25	59.62%
PERS	178,588.00	100,879.06	56.49%
Employer Costs	200,850.00	127,349.52	63.41%
Total Benefits	1,269,932.00	760,161.63	59.86%
Books and Supplies			
Approved Text Books	102,711.00	50,672.42	49.33%
Classroom Books	695.00	3,973.41	571.71%
Class Supplies	91,188.00	23,514.62	25.79%
Other Supplies		0.00	N/A
Equipment (under 5K)	27,890.00	15,744.49	56.45%
Reimbursables		0.00	N/A
Food	205,000.00	140,452.94	68.51%
Office Supplies	19,230.00	10,510.71	54.66%
Postage	7,680.00	5,255.35	68.43%
Computers	49,870.00	24,681.03	49.49%
Equipment for Resale	0.00	274.02	N/A
Software	62,557.00	77,143.30	123.32%
Furniture	1,170.00	5,414.78	462.80%
Books, Media, Library	10,000.00	4,592.16	45.92%
Total Books and Supplies	577,991.00	362,229.23	62.67%
Services, Other			
Employee Admin	1,139.00	1,822.78	160.03%
Volunteer Fingerprinting		1,440.00	N/A
Testing	13,000.00	1,118.08	8.60%
Referees	4,500.00	1,560.00	34.67%
Field Trip	3,000.00	0.00	0.00%
Travel	10,355.00	8,677.82	83.80%
Training and Conferences	42,465.00	42,255.72	99.51%
Dues and Memberships	5,327.00	8,777.26	164.77%
S B Co Fees	74,258.00	(57,335.55)	-77.21%
Banking Fees	1,365.00	0.00	0.00%
Provided Training	5,000.00	0.00	0.00%
Insurance	81,900.00	50,740.14	61.95%
Legal Fees	26,000.00	38,312.61	147.36%
Consulting	46,395.00	25,039.25	53.97%
SELPA Services	64,116.00	0.00	0.00%
Trash-Sewer	0.00	17,280.99	N/A
Gardening	7,000.00	1,901.32	27.16%
Janitorial	85,960.00	60,527.23	70.41%
Pest Control	0.00	1,522.00	N/A
Security	25,000.00	45,020.14	180.08%
Telephone	16513	32,548.63	197.11%
Utilities	172,000.00	109,298.66	63.55%
Copier	49,250.00	26,434.59	53.67%
Emergency-First Aid	1,865.00	253.18	13.58%
Rental - Leases	144,000.00	98,048.63	68.09%
Advertising - Marketing	8,793.00	93.54	1.06%
Public Relations	3,748.00	555.69	14.83%
Special Events	6,059.00	2,999.11	49.50%
Facilities Maintenance	50,000.00	23,410.87	46.82%
Auto	6,000.00	1,382.54	23.04%
Bus	0.00	734.40	N/A
Equipment Repairs	102,864.00	10,838.19	10.54%
Total Services, Other	1,057,872.00	555,257.82	52.49%
Capital Outlay			
Site Improvements	107,925.00	295,474.91	273.78%
Bldg Improvements	5,000.00	47.64	0.95%
Capital Equipment	0.00	3,432.33	N/A
Total Capital Outlay	112,925.00	298,954.88	264.74%
Other Outgo			
Interest	0.00	3,208.97	N/A
	0.00	0.00	N/A
		0.00	N/A
		0.00	N/A
Total Other Outgo	0.00	3,208.97	N/A
Total Expense	7,181,073.00	4,600,880.14	64.07%
Net	391,048.00	409,917.19	

	Total Budget \$ - Original	Current Period Actual thru February	Percent Total Budget-to- date	Budget-to- date Comparison
Revenue				
		8 Months of Budgeted Revenue		
Revenue	8,418,253.00	5,612,168.67	66.67%	0.00%
New Revenue				
Budget Carryover	0.00	0.00	N/A	
Total Revenue	8,418,253.00	5,612,168.67	66.67%	0.00%
Expense				
Certificated Salaries	3,284,655.80	2,021,218.72	61.54%	-2.09%
Classified Salaries	1,279,995.20	936,847.05	73.19%	11.55%
Total Salaries	4,564,651.00	2,958,065.77	64.80%	1.83%
Benefits				
Health Benefits	635,991.40	401,566.25	63.14%	3.35%
STRS	371,522.60	230,968.20	62.17%	2.55%
PERS	156,367.20	137,623.56	88.01%	31.53%
Employer Costs	197,127.60	143,458.31	72.77%	9.37%
Total Benefits	1,361,008.80	913,616.31	67.13%	7.27%
Books and Supplies				
Approved Text Books	27,100.00	220,316.27	812.98%	763.64%
Classroom Books	2,200.00	2,176.92	98.95%	-472.76%
Class Supplies	38,100.00	28,481.87	74.76%	48.97%
Other Supplies	3,700.00	1,151.82	31.13%	N/A
Equipment (under 5K)	33,211.00	3,903.11	11.75%	-44.70%
Reimbursables	0.00	139,459.38	N/A	N/A
Food	210,000.00	11,901.25	5.67%	-62.85%
Office Supplies	20,000.00	13,505.12	67.53%	12.87%
Postage	6,000.00	3,176.08	52.93%	-15.49%
Computers	65,000.00	81,715.51	125.72%	76.23%
Equipment for Resale	0.00	124.98	N/A	N/A
Software	49,600.00	46,798.81	94.35%	-28.96%
Furniture	30,000.00	31,921.69	106.41%	N/A
Books, Media, Library	5,000.00	6,083.57	121.67%	75.75%
Total Books and Supplies	489,911.00	590,716.38	120.58%	57.91%
Services, Other				
Employee Admin	2,350.00	1,735.86	73.87%	-86.17%
Volunteer Fingerprinting	0.00	224.00	N/A	N/A
Testing	12,250.00	1,488.36	12.15%	3.55%
Referees	3,600.00	2,185.00	60.69%	26.03%
Field Trip	5,000.00	0.00	0.00%	0.00%
Travel	17,641.40	16,912.56	95.87%	12.07%
Training and Conferences	92,113.00	37,208.23	40.39%	-59.11%
Dues and Memberships	6,398.00	6,265.46	97.93%	-66.84%
S B Co Fees	72,019.00	2,834.00	3.94%	81.15%
Banking Fees	0.00	2,463.27	N/A	N/A
Provided Training	0.00	0.00	N/A	N/A
Insurance	54,072.00	38,233.60	70.71%	N/A
Legal Fees	53,500.00	18,159.59	33.94%	-113.41%
Consulting	75,500.00	2,565.00	3.40%	-50.57%
SELPA Services	43,984.00	0.00	0.00%	N/A
Trash-Sewer	13,650.00	9,993.78	73.21%	N/A
Gardening	13,050.00	1,792.42	13.74%	-13.43%
Janitorial	73,000.00	50,818.92	69.61%	-0.80%
Pest Control	2,000.00	1,080.00	54.00%	N/A
Security	72,000.00	50,783.20	70.53%	-109.55%
Telephone	23,700.00	26,413.86	111.45%	N/A
Utilities	85,000.00	67,370.93	79.26%	15.71%
Copier	41,600.00	21,018.94	50.53%	N/A
Emergency-First Aid	750.00	658.54	87.81%	74.23%
Rental - Leases	150,000.00	102,718.72	68.48%	0.39%
Advertising - Marketing	8,000.00	1,675.85	20.95%	19.88%
Public Relations	2,000.00	180.00	9.00%	-5.83%
Special Events	2,950.00	3,007.41	101.95%	52.45%
Facilities Maintenance	50,000.00	14,019.16	28.04%	-18.78%
Auto	1,500.00	1,098.22	73.21%	50.17%
Bus	12,000.00	2,332.50	19.44%	N/A
Equipment Repairs	40,000.00	31,627.08	79.07%	N/A
Total Services, Other	1,029,627.40	516,864.46	50.20%	-2.29%
Capital Outlay				
Site Improvements	68,000.00	10,699.86	15.74%	-258.04%
Bldg Improvements	50,000.00	10,250.00	20.50%	19.55%
Capital Equipment	0.00	0.00	N/A	N/A
Total Capital Outlay	118,000.00	20,949.86	17.75%	-246.98%
Other Outgo				
	0.00	0.00	N/A	N/A
	0.00	0.00	N/A	N/A
		0.00	N/A	N/A
		0.00	N/A	N/A
Total Other Outgo	0.00	0.00	N/A	N/A
Total Expense	7,563,198.20	5,000,212.78	66.11%	
Net	855,054.80	611,955.88		

Total Revenue	7,572,121.00	5,010,797.33	66.17%	Total Revenue	8,418,253.00	5,612,168.67	66.67%	0.49%
Total Expense	7,181,073.00	4,600,880.14	64.07%	Total Expense	7,563,198.20	5,000,212.78	66.11%	2.04%
Net	391,048.00	409,917.19		Net	855,054.80	611,955.88		

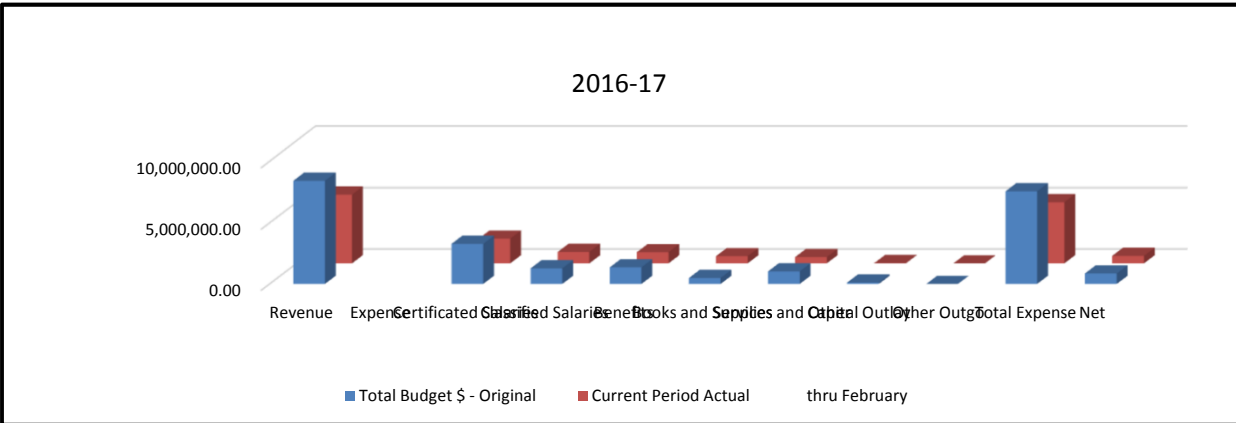
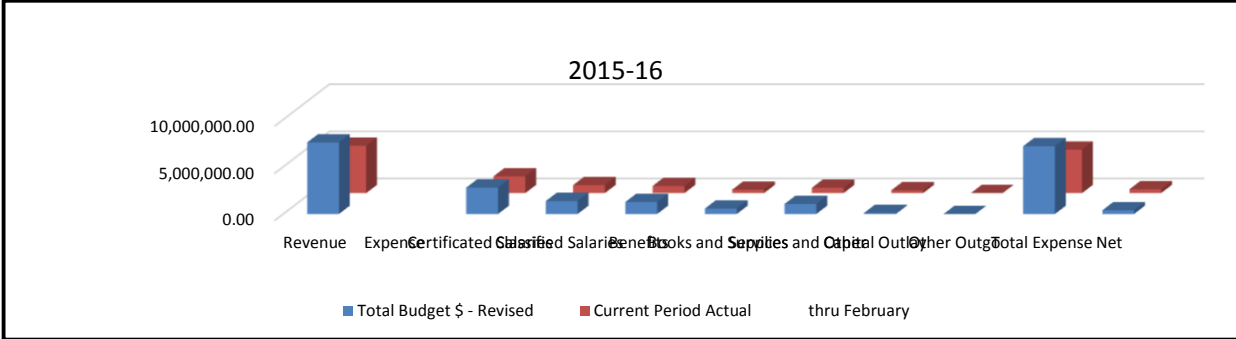
NSAA - Budget Comparison 2015/16 to 2016/17

2015-2016

2016-2017

Comparison

	2015-2016				2016-2017			Comparison
	Total Budget \$ - Revised	Current Period Actual thru February	Percent Total Budget-to-date		Total Budget \$ - Original	Current Period Actual thru February	Percent Total Budget-to-date	
Revenue	7,572,121.00	5,010,797.33	66.17%	Revenue	8,418,253.00	5,612,168.67	66.67%	0.49%
Expense				Expense				
Certificated Salaries	2,791,998.00	1,776,303.45	63.62%	Certificated Salaries	3,284,655.80	2,021,218.72	61.54%	-2.09%
Classified Salaries	1,370,355.00	844,764.16	61.65%	Classified Salaries	1,279,995.20	936,847.05	73.19%	11.55%
Benefits	1,269,932.00	760,161.63	59.86%	Benefits	1,361,008.80	913,616.31	67.13%	7.27%
Books and Supplies	577,991.00	362,229.23	62.67%	Books and Supplies	489,911.00	590,716.38	120.58%	57.91%
Services and Other	1,057,872.00	555,257.82	52.49%	Services and Other	1,029,627.40	516,864.46	50.20%	-2.29%
Capital Outlay	112,925.00	298,954.88	264.74%	Capital Outlay	118,000.00	20,949.86	17.75%	-246.98%
Other Outgo	0.00	3,208.97	N/A	Other Outgo	0.00	0.00	N/A	N/A
Total Expense	7,181,073.00	4,600,880.14	64.07%	Total Expense	7,563,198.20	5,000,212.78	66.11%	
Net	391,048.00	409,917.19		Net	855,054.80	611,955.88		



Note - Revenue shown here is on an accrual basis, of total budgeted revenue allocated on an even basis monthly to date.

**Foundation Board, NSLA School Board Committee and AAE School Board Committee
Joint Attendance Log 2016**

	January	February	Feb 25 Special	Feb 29 Special	March Combined	April 22 Special	May 12 Special	April	May	June Combined	August
Bud Biggs			Present	Present	Present	Present	Present			Present	
Buck Goodspeed			Present	Present	Present	Present	Present			Present	
Kirtland Malhum			Present	Present	Present	Absent	Present			Present	
Regina Bell			Present	Present	Present	Present	Present			Absent	
Donna Siegel			Present	Present	Absent	Present	Present			Present	
NSLA School Board Committee											
Duberly Beck	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present
Tom Rosenbaum	Present	Present	Present	Present	Present	Present	Present	Present	Present	Absent	Present
Andrew Jaramillo	Present	Present	Present	Present	Present	Present	Present	Present	Absent	Present	Present
Marcia Vargas	Present	Present	Absent	Present	Absent	Present	Present	Absent	Present	Present	Present
Scott Johnson	Present	Present	Present	Absent	Absent	Present	Absent	Present	Absent	Present	Present
AAE School Board Committee											
Kevin Porter	Present	Present	Present	Present	Present	Present	Absent	Present	Absent	Present	Present
David Bains	Present	Present	Present	Absent	Absent	Present	Present	Present	Present	Present	Present
Jose Palavox	Present	Present	Absent	Absent	Present	Present	Present	Absent	Present	Present	Present
Russell Stringham	Absent	Present	Present	Present	Present	Absent	Present	Present	Present	Present	Present
Robert Lovingood	Absent	Present	Present	Present	Present	Present	Present	Present	Present	Present	Absent
Rick Wolf	Absent	Present	Abset	Present	Present	Present	Present	Present	Absent	Present	Present

**Foundation Board, NSLA School Board Committee and AAE School Board Committee
Joint Attendance Log 2016**

	Sept 12 Combined	Sept 28 Special	October	November	December Combined	Total
Bud Biggs	Present	Present			Present	100%
Buck Goodspeed	Absent	Present			Present	89%
Kirtland Malhum	Present	Present			Present	89%
Regina Bell	Absent	Present			Present	78%
Donna Siegel	Absent	Present			Absent	67%
Duberly Beck	Present	Present	Present	Present	Present	100%
Tom Rosenbaum	Present	Present	Present	Present	Present	94%
Andrew Jaramillo	Absent	Present	Present	Present	Present	88%
Marcia Vargas	Present	Absent	Present	Present	Present	75%
Scott Johnson	Absent	Absent	Absent	Absent	Absent	44%
Kevin Porter	Present	Present	Present	Present	Present	88%
David Bains	Absent	Present	Present	Present	Present	81%
Jose Palavox	Present	Present	Present	Present	Present	81%
Russell Stringham	Present	Present	Present	Absent	Present	81%
Robert Lovingood	Present	Absent	Present	Present	Absent	75%
Rick Wolf	Absent	Present	Present	Present	Present	75%

**Foundation Board, NSLA School Board Committee and AAE School Board Committee
Joint Attendance Log 2017**

	January	February	March Combined	April	May	June Combine	August	Sept 12 Combine	October	November	December Combined	Total
Bud Biggs												
Buck Goodspeed												
Kirtland Malhum												
Regina Bell												
Donna Siegel												
NSLA School Board Committee												
Duberly Beck	Present	Present										100%
Peter Torres	Present	Present										100%
Andrew Jaramillo	Present	Present										100%
Marcia Vargas	Present	Present										100%
Scott Johnson	Present	Present										100%
AAE School Board Committee												
Kevin Porter	Present	Present										100%
David Bains	Present	Present										100%
Jose Palavox	Present	Present										100%
Robert Lovingood	Present	Present										100%
Rick Wolf	Present	Present										100%

LCER Board Give and Get

Member	Current Fiscal Year 2016 /2017				Previous Fiscal Year 2015 /2016			
	Give	Get	In-kind	Total	Give	Get	In-kind	Total
Andy Jaramillo				\$ -	\$ 350			\$ 350
Buck Goodspeed	\$ 1,000			\$ 1,000	\$ 200			\$ 200
Bud Biggs		\$ 5,925		\$ 5,925	\$ 100	\$ 5,200		\$ 5,300
David Bains				\$ -	\$ 100			\$ 100
Donna Siegel				\$ -	\$ 550			\$ 550
Duberly Beck				\$ -	\$ 1,000		\$ 300	\$ 1,000
Jose Palafox				\$ -	\$ 200			\$ 200
Kevin Porter				\$ -	\$ 188	\$ 450		\$ 638
Kirtland Mahlum				\$ -				\$ -
Marcia Vargas				\$ -	\$ 365			\$ 365
Peter Torres				\$ -				\$ -
Regina Weatherspoon-Bell				\$ -			\$ 100	\$ -
Rick Wolf				\$ -				\$ -
Robert Lovingood				\$ -	\$ 1,600			\$ 1,600
Russ Stringham				\$ -			\$ 401	\$ -
Scott Johnson				\$ -				\$ -
Tom Rosenbaum	\$ 500			\$ 500	\$ 100			\$ 100
Total	\$ 1,500	\$ 5,925	\$ -	\$ 7,425	\$ 4,753	\$ 5,650	\$ 801	\$ 10,403

7 March 2017

To: Bud Biggs, Chairman
LCER Board of Directors

From: Donna Siegel, Chairman
Board Fundraising Committee

Re: Notification of Retirement
Effective as of: 7 March 2017

Dear Bud,

I wish to inform you and my fellow colleagues on the LCER Board of Directors of my retirement from the LCER Board.

I definitely will miss the camaraderie with my fellow LCER Board members. You are each uniquely dedicated to the fulfillment of the goals for the Lewis Center.

I have been inspired by each of you and will continue to be. Of that I am sure!

This is not a "Farewell". This is an "I'll be around." Just wearing a different hat! I happily look forward to serving as a LCER Foundation community member.

Donna