

# LEWIS CENTER FOR EDUCATIONAL RESEARCH

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

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## Agenda for Regular Meeting of the Lewis Center for Educational Research Board August 12, 2019 - Public Meeting – 4:00 p.m.

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

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

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE:** Duberly Beck
2. **ROLL CALL:** Duberly Beck
3. **PUBLIC COMMENTS:** Members of the general public may address the Board during Public Comments or as items appearing on the agenda are considered. A time limit of three (3) minutes shall be observed. Those wishing to speak are invited to fill out a Request to Speak Card and give it to the Secretary.
4. **SPECIAL PRESENTATIONS:**
  - .01 CAASP Testing Presentation – Valli Andreasen, Fausto Barragan, Heather Juarez
5. **CONSENT AGENDA:**
  - .01 Approve Minutes of June 6, 2019 Special Meeting – Pg 3
  - .02 Approve Minutes of June 10, 2019 Regular Meeting – Pg 4-5
  - .03 Approve Minutes of June 18, 2019 Special Meeting – Pg 6
  - .04 Approve AAE 2019-20 Consolidated Application and Reporting System (CARS) – Pg 7-18
  - .05 Approve NSLA 2019-20 Consolidated Application and Reporting System (CARS) – Pg 19-34
  - .06 Approve AAE Wind Ensemble Field Trip to Walt Disney World March 19-25, 2021 – Pg 35-37
  - .07 Approve AAE ASB Building Growth Mindset with School Leaders Field Trip August 16-17, 2019 – Pg 38-39
  - .08 Approve AAE ASB Spending Plan – Pg 40
6. **DISCUSSION/ACTION ITEMS:**
  - .01 Discuss December 2019 LCER Board Meeting Date – Lisa Lamb – Pg 41
  - .02 Appoint NSLA Expansion Executive Committee – Lisa Lamb
  - .03 Approve Kutack Rock Bond Counsel Engagement Letter – Lisa Lamb – Pg 42-46
  - .04 Approve RBC Capital Markets Underwriter Engagement Letter – Lisa Lamb – Pg 47-49
  - .05 Approve BB&T Capital Markets Underwriter Engagement Letter – Lisa Lamb – Pg 50-55
  - .06 Appoint Nominating Committee for Upcoming Board Vacancies, Terms and Officers – Duberly Beck - Pg 56-57
  - .07 Discuss Succession Plan Update – Personnel Task Force
  - .08 Approve BP 2000 – Administration Concepts and Roles Revision – Stacy Newman – Pg 58-61
  - .09 Approve BP 2110 – Administration President/CEO Responsibilities and Duties Revision – Pg 62-63
  - .10 Approve BP 2111 – Administration President/CEO Governance Standards Revision – Pg 64-66
  - .11 Approve BP 2121 – Administration President/CEO Employment Agreement – Pg 67-70
  - .12 Approve BP 2140 – Administration Evaluation of the President/CEO Revision – Pg 71-73
  - .13 Approve BP 2210 – Administration Administrative Discretion in Absence of Board Policy Revision – Pg 74-75
  - .14 Approve BP 2220 – Administration Administrative Staff Organization – Pg 76
  - .15 Approve BP 2230 – Administration Advisory and Stakeholder Groups – Pg 77
  - .16 Approve BP 5031 – Student Staff Interaction Revision – Stacy Newman – Pg 78-89
  - .17 Discuss Lewis Center Foundation Update – Marcia Vargas

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7. **INFORMATION INCLUDED IN PACKET:** *(Board members may ask questions on items for clarification.)*
  - .01 President/CEO – Lisa Lamb – Pg 90-94
  - .02 LCER Financial Reports
    - Checks Over \$10K – Pg 95
    - Budget Comparisons – Pg 96-97
  - .03 Lewis Center Foundation Financial Report
    - June 2019 – Pg 98
  - .04 LCER Board Attendance Log – Pg 99
  - .05 LCER Board Give and Get – Pg 100
  - .06 AVUSD Correspondence Re: LCER Budget – Pg 101-103
  
8. **BOARD/STAFF COMMENTS:**
  - .01 Ask a question for clarification
  - .02 Make a brief announcement or report on his or her own activities
  - .03 Future agenda items
  
9. **CLOSED SESSION:** Duberly Beck
  - .01 Public Employment: President/Chief Executive Officer
  - .02 Public Employee Performance: President/Chief Executive Officer
  
10. **ADJOURNMENT:** Duberly Beck

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## Lewis Center for Educational Research Board of Directors Special Minutes June 6, 2019

1. **CALL TO ORDER:** Chairman Duberly Beck called the meeting to order at 4:09 p.m.
2. **ROLL CALL:** LCER Board Members Duberly Beck, Pat Caldwell, Jim Morris, Omari Onyango, Sharon Page (left at 5:30 pm), and Jessica Rodriguez were in attendance.

LCER Board Members David Rib, Marcia Vargas and Rick Wolf were absent.

Staff members Ryan Dorcey, David Gruber, Lisa Lamb (arrived at 4:15 pm) and Stacy Newman were also in attendance.

Angel Arrington attended on behalf of SBCSS.

3. **PUBLIC COMMENTS:** None

4. **DISCUSSION/ACTION ITEMS:**

01. Discuss 2019-20 LCER Budget – The LCER Board discussed the percentages the schools are charged for LCER services:

2018-19: AAE 11%, NSLA 13.5%

2019-20: AAE 12%, NSLA 12.5%

2020-21: AAE 12.5%, NSLA 12.5%

The multi-year budget reflects the changes to expenses, costs and revenue. These include salary schedule increases of 2.5% for 2019-20, STRS/PERS retirement increases and other updates such as the retirement incentive (Golden Handshake) drops off and the Tetra loan will be paid off December of 2020.

The LCER Board had the following questions that will be answered before approval of the budget:

- What are the bank fees?
- Why is there a decrease in classified professional development?
- Provide a list of memberships/dues.
- Why is there a significant increase to certificated hourly, stipends, supplemental and substitutes?
- What is the financial operating system/program for this magnitude of a budget?
- Provide a list of all staff member salaries along with projected increases over the years.

5. **ADJOURNMENT:** Chairman Duberly Beck adjourned the meeting at 5:41 p.m.

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

**Minutes  
June 10, 2019**

**1.0 Call to Order**

Chairman Duberly Beck called the meeting to order at 4:08 p.m.

**2.0 Roll Call**

LCER Board Members Duberly Beck, Pat Caldwell, Jim Morris (arrived 4:30 p.m.), Omari Onyango, Sharon Page, David Rib, Jessica Rodriguez, and Rick Wolf were present.

LCER Board Member Marcia Vargas was absent.

Staff members Valli Andreasen, Fausto Barragan, Marcelo Congo, Ryan Dorcey, Teresa Dowd, David Gruber, Lisa Lamb, Stacy Newman and Paul Rosell were also present.

Heather Kinney represented the San Bernardino County Superintendent of Schools.

**3.0 Public Comments: None.**

**4.0 Special Presentations:**

.01 Duberly Beck recognized Paul Rosell, retiring Director of Special Education, at the end of the meeting.

**5.0 Consent Agenda**

- .01 Approve Minutes of May 13, 2019 Regular Meeting
- .02 Approve College and Career Access Pathways (CCAP) Partnership Agreement
- .03 Approve AAE AFJROTC Officer Candidate Training School July 19-20, 2019
- .04 Approve AAE AFJROTC Advance Leadership Training School Aug 9–10, 2019
- .05 Approve AAE AFJROTC Senior Cadet Field Trip to Dayton, Ohio Sept 30–Oct 5 2019
- .06 Approve AAE 6<sup>th</sup> Grade Field Trip to Irvine Ranch Outdoor Center May 20-22, 2020
- .07 Approve NSLA Middle School Field Trip to Chile October 12-19, 2019
- .08 Approve BP 9500 Scholarships – Revision

On a motion by Pat Caldwell, seconded by Rick Wolf, vote 7-0, the LCER Board of Directors approved Consent Agenda Items 5.01 – 5.08.

**6.0 Discussion/Action Items:**

- .01 **Lewis Center Foundation Update** – The Lewis Center Foundation will be contributing \$15K in 2019-20 and \$10K annually thereafter to the Public Relations and marketing Coordinator position. They also recommend approval of the revision of BP 9500 - Scholarships. The Foundation is also collaborating with the Victor Valley Chamber on a golf tournament on September 27. Please refer any businesses you think would be interested in being a sponsor to the Foundation. Proceeds will be split between the two organizations.
- .02 **Organizational Succession Planning** – Lisa Lamb reported that the Executive Team structure is a collaborative one with a shared leadership approach. Any member could step in for the other temporarily. She provides a designee letter when needed and the team tries to have two administrators on campus at all times. We need to build up capacity in current staff. We just hired two internal Vice Principals. The Executive Team will develop a written plan and steps for interim and long term planning. The plan will be provided in August, including a list of who to go to in each Department,

who is designated and the number of who is in charge. We need to find out the interest of current staff and grown our own. A tuition reimbursement program would also help with this.

- .03 AAE to Operate as a Title I School Wide Program** – Valli Andreasen reported that being a school wide Title I Program would allow AAE to be more flexible with Title I funds and will be able to reach all students. On a motion by Rick Wolf, seconded by Omari Onyango, vote 8-0, the LCER Board of Directors approved AAE to operate as a Title I School Wide Program.
- .04 AAE and NSLA LCAP** – The LCAP was presented last month and updated on how funding was spent, and supplemental and concentration funds were explained. On a motion by Rick Wolf, seconded by Pat Caldwell, vote 8-0, the LCER Board of Directors approved the AAE and NSLA LCAP.
- .05 New Sex Ed Curriculum** – AB2601 passed in 2018 and commencing with the 2019–20 school year, charter schools must ensure that all pupils in grades 7 to 12, inclusive, receive comprehensive sexual health education and HIV prevention education, as specified. LCER will be using the same curriculum as AVUSD and SBCUSD. The curriculum will be presented in 7<sup>th</sup> grade PE classes and 9<sup>th</sup> grade Freshman Studies. Staff will be trained on the new curriculum. Parents will be informed through Parent Square and at Back to School Night. Parents may review the curriculum and may opt out.
- .06 Norton Campus Expansion Financing Update** – Jim Morris recused himself from this discussion and left the room. John Phan reported that he is in the process of helping negotiate a development agreement with Highmark. The Board will need to approve financing and will be invited to join in selections over the summer. John presented three financing options that will be reviewed. Bonds are the only financing option for Norton.
- .07 2019-20 LCER Budget** – Duberly read notes Rick Wolf provided to her for the meeting. Duberly is not comfortable approving the budget at this time as she feels it needs more review and clarification. The Board tabled approval of the budget to a Special meeting on June 18, 2019 at 4:00 p.m.

**7.0 Information Included in Packet:**

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

**8.0 Board/Staff Comments:**

- .01 Ask a question for clarification**
- .02 Make a brief announcement** – Lisa reminded everyone about the AAE Graduation ceremony on June 14, 2019.
- .03 Make a brief report on his or her own activities**
- .04 Future agenda Items**

**10.0 Adjournment**

Chairman Duberly Beck adjourned the meeting at 6:29 p.m.

# LEWIS CENTER FOR EDUCATIONAL RESEARCH

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## Lewis Center for Educational Research Board of Directors Special Minutes June 18, 2019

1. **CALL TO ORDER:** Chairman Duberly Beck called the meeting to order at 4:03 p.m.
2. **ROLL CALL:** LCER Board Members Duberly Beck, Pat Caldwell, Sharon Page, David Rib and Jessica Rodriguez were in attendance.

LCER Board Members Jim Morris, Omari Onyango, Marcia Vargas and Rick Wolf were absent.

Staff members Valli Andreasen, Fausto Barragan, Teresa Dowd, David Gruber, and Lisa Lamb were also in attendance.

3. **PUBLIC COMMENTS:** None

4. **DISCUSSION/ACTION ITEMS:**

01. Approve 2019-20 LCER Budget

Duberly brought forward two questions Rick Wolf had sent her regarding the budget.

1. What is the expected reserve level for each school at the close of the 19/20 school year? (Looking for at least 6%) David reported that the reserves are well above 6% and are growing. For 2019-20, AAE should have \$3.7 million and NSLA \$4.8 million.
2. Is David concerned about any aspect of the budget? David just received notice that the State is planning to approve a reduction in STRS at 17.1% instead of 16.7%. He will report in the 1<sup>st</sup> interim report what actually occurs. The State has until June 25 to approve and sign their budget. SB740 funds, which help with the cost of facilities, are over impacted. We have budgeted cautiously. Veronica Calderon is helping with NSLA recruitment and we are anticipating a higher amount of students than was budgeted for, which will bring in more revenue.

David had also emailed the Board answers to their previous questions. He asked if the new format was helpful. The Board was appreciative of the summary and detail. He will continue with this format.

Duberly noted that the Board needs to receive the budget earlier to review, which should minimize questions.

On a motion by Sharon Page, seconded by Jessica Rodriguez, vote 5-0, the LCER Board of Directors approved the 2019-20 LCER Budget.

5. **ADJOURNMENT:** Chairman Duberly Beck adjourned the meeting at 4:41 p.m.

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

Date of meeting: August 12, 2019

Title: Consolidated Application and Reporting System

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

Background: The organization is required to submit the Consolidated Application and Reporting System (“CARS”) according to the reporting requirements set forth by the Department of Education. The CARS Spring Release open in May and is due by June 30<sup>th</sup>. Board Approval to apply for funding must be made on or before August 31, 2019.

Fiscal Implications (if any): The CARS Application is the funding trigger for all non-grant, state and federal categorical funding which includes the Title I School Wide funding, Title II, and Title VI funding and eligibility received by Academy for Academic Excellence (“AAE”).

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

Recommendation:

Approve the Consolidated Application and Reporting System Application for categorical funding for AAE.

Submitted by: Veronica Calderon, *GA Generalist II, Categorical Programs*

### 2019-20 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca19assurancetoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

### Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Veronica Calderon
Authorized Representative's Signature	
Authorized Representative's Title	Finance Officer
Authorized Representative's Signature Date	06/12/2019

**\*\*\*Warning\*\*\***

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### 2019-20 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

### Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Lisa Lamb
Authorized Representative's Title	President/CEO
Authorized Representative's Signature Date	06/17/2019
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

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**2019-20 LCAP Federal Addendum Certification**

**CDE Program Contact:**

Local Agency Systems Support Office, [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov), 916-323-5233

To receive funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the 2017/18–2019/20 LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification the LEA is agreeing to submit the LCAP Federal Addendum that has been approved by the local governing board or governing body of the LEA to the California Department of Education (CDE), and acknowledging that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

<p><b>County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017/18–2019/20 LCAP</b></p> <p>Note: For districts, the date should be the day your county office of education (COE) approved your 2017/18–2019/20 LCAP. For COEs, it should be the date the CDE approved your 2017/18–2019/20 LCAP.</p>	
<p><b>Charter Schools Enter the adoption date of the charter school LCAP</b></p>	<p>06/10/2019</p>
<p>Authorized Representative's Full Name</p>	<p>Lisa Lamb</p>
<p>Authorized Representative's Title</p>	<p>President/CEO</p>

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## 2019-20 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/30/2019
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**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address  Please enter the web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment  If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	Not Applicable. There are less than 50 English Learners enrolled in the LEA.

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	No
<b>Title III Immigrant</b>	No

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**2019-20 Application for Funding**

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

ESEA Sec. 3102 SACS 4201	
<b>Title IV, Part A (Student Support)</b>	Yes
ESSA Sec. 1112(b) SACS 4127	

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### 2019-20 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

John Miles, Financial Accountability and Info Srv Office, [jmiles@cde.ca.gov](mailto:jmiles@cde.ca.gov), 916-445-7289

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2019-20 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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**2018-19 Title II, Part A Fiscal Year Expenditure Report, 12 Months**

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2019.

**CDE Program Contact:**

Maxine Wheeler, Standards Implementation Support Office, [mwheeler@cde.ca.gov](mailto:mwheeler@cde.ca.gov), 916-323-4746

2018-19 Title II, Part A entitlement	\$34,038
Transferred-in amount	\$0
Transferred-out amount	\$0
2018-19 Total allocation	\$34,038

**Professional Development Expenditures**

Professional development for teachers	\$10,108
Professional development for administrators	\$1,935
All other professional development expenditures	

**Recruitment, Training, and Retention Expenditures**

Recruitment activities	
Training activities	\$6,735
Retention activities	
All other recruitment, training, and retention expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$18,778
2018-19 Unspent funds	\$15,260

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## 2018-19 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

### CDE Program Contact:

Leanne Wheeler, Regional Support and Awards Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383

### Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths
  
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
  - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
  - b) Includes a dispute resolution process;
  - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
  
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

### Homeless Liaison Contact Information

Homeless liaison first name	Connie
Homeless liaison last name	Slone
Homeless liaison title	Registrar
Homeless liaison email address (Format: abc@xyz.zyx)	cslone@lcer.org
Homeless liaison telephone number (Format: 999-999-9999)	760-946-5414
Homeless liaison telephone extension	225
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.00

### Homeless Liaison Training Information

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### 2018-19 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

**CDE Program Contact:**

Leanne Wheeler, Regional Support and Awards Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

**Homeless Education Policy and Requirements**

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA’s board approved the homeless education policy	07/17/2013
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

**Title I, Part A Homeless Expenditures**

2018-19 Title I, Part A allocation	\$160,795
2018-19 Title I, Part A direct or indirect services to homeless children reservation	\$2,000
Amount of 2018-19 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
Homeless services provided (Maximum 500 characters)	

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### 2017-18 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2017 through June 30, 2019.

**CDE Program Contact:**

Maxine Wheeler, Standards Implementation Support Office, [mwheeler@cde.ca.gov](mailto:mwheeler@cde.ca.gov), 916-323-4746

2017-18 Title II, Part A entitlement	\$26,977
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**Professional Development Expenditures**

Professional development for teachers	\$15,819
Professional development for administrators	
All other professional development expenditures	

**Recruitment, Training, and Retention Expenditures**

Recruitment activities	
Training activities	\$11,158
Retention activities	
All other recruitment, training, and retention expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	
Total funds transferred out of Title II, Part A	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$26,977
2017-18 Unspent funds	\$0

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

Date of meeting: August 12, 2019

Title: Consolidated Application and Reporting System

Presentation:      Consent: X Action:      Discussion:      Information:     

Background: The organization is required to submit the Consolidated Application and Reporting System (“CARS”) according to the reporting requirements set forth by the Department of Education. The CARS Spring Release open in May and is due by June 30<sup>th</sup>. Board Approval to apply for funding must be made on or before August 31, 2019.

Fiscal Implications (if any): The CARS Application is the funding trigger for all non-grant, state and federal categorical funding which includes the Title I School Wide funding, Title II, Title III, and Title VI funding and eligibility received by Norton Science & Language Academy (“NSLA”).

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

Recommendation:

Approve the Consolidated Application and Reporting System Application for categorical funding for NSLA.

Submitted by: *Veronica Calderon, GA Generalist II, Categorical Programs*

**2019-20 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca19assurancetoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Veronica Calderon
Authorized Representative's Signature	
Authorized Representative's Title	Finance Officer
Authorized Representative's Signature Date	06/12/2019

**\*\*\*Warning\*\*\***

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**2019-20 Protected Prayer Certification**

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Veronica Calderon
Authorized Representative's Title	Finance Officer
Authorized Representative's Signature Date	06/17/2019
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2019-20 LCAP Federal Addendum Certification**

**CDE Program Contact:**

Local Agency Systems Support Office, [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov), 916-323-5233

To receive funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the 2017/18–2019/20 LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification the LEA is agreeing to submit the LCAP Federal Addendum that has been approved by the local governing board or governing body of the LEA to the California Department of Education (CDE), and acknowledging that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

<p><b>County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017/18–2019/20 LCAP</b></p> <p>Note: For districts, the date should be the day your county office of education (COE) approved your 2017/18–2019/20 LCAP. For COEs, it should be the date the CDE approved your 2017/18–2019/20 LCAP.</p>	
<p><b>Charter Schools Enter the adoption date of the charter school LCAP</b></p>	<p>06/10/2019</p>
<p>Authorized Representative's Full Name</p>	<p>Lisa Lamb</p>
<p>Authorized Representative's Title</p>	<p>President/CEO</p>

**\*\*\*Warning\*\*\***

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## 2019-20 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/31/2019
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**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Fausto Barragan
DELAC review date	08/31/2019
Meeting minutes web address <small>Please enter the web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a>). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.</small>	<a href="http://nsla.lewiscenter.org/">http://nsla.lewiscenter.org/</a>
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No

**\*\*\*Warning\*\*\***

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### 2019-20 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

<b>Title IV, Part A (Student Support)</b> ESSA Sec. 1112(b) SACS 4127	Yes
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### 2019-20 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2019-20 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831  
 Kevin Webb, Language Policy and Leadership Office, [kwebb@cde.ca.gov](mailto:kwebb@cde.ca.gov), 916-323-5838

**Estimated Entitlement Calculation**

Estimated English learner per student allocation	\$107.75
Estimated English learner student count	280
Estimated English learner entitlement amount	\$30,170

**Note: \$10,000 minimum program eligibility criteria**

If the LEA's estimated entitlement amount is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

**Budget**

Professional development activities	\$15,000
Program and other authorized activities	\$600
English Proficiency and Academic Achievement	\$14,070
Parent, family, and community engagement	\$500
Direct administrative costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$30,170

**\*\*\*Warning\*\*\***

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### 2019-20 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

John Miles, Financial Accountability and Info Srv Office, [jmiles@cde.ca.gov](mailto:jmiles@cde.ca.gov), 916-445-7289

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2019-20 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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### 2018-19 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2019.

**CDE Program Contact:**

Maxine Wheeler, Standards Implementation Support Office, [mwheeler@cde.ca.gov](mailto:mwheeler@cde.ca.gov), 916-323-4746

2018-19 Title II, Part A entitlement	\$32,328
Transferred-in amount	\$0
Transferred-out amount	\$0
2018-19 Total allocation	\$32,328

**Professional Development Expenditures**

Professional development for teachers	\$3,879
Professional development for administrators	
All other professional development expenditures	

**Recruitment, Training, and Retention Expenditures**

Recruitment activities	
Training activities	\$13,101
Retention activities	
All other recruitment, training, and retention expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$16,980
2018-19 Unspent funds	\$15,348

\*\*\*Warning\*\*\*

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**2018-19 Title III English Learner YTD Expenditure Report, 12 Months**

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2019.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831  
 Kevin Webb, Language Policy and Leadership Office, [kwebb@cde.ca.gov](mailto:kwebb@cde.ca.gov), 916-323-5838

**Required and Authorized English Learners Sub-grantee Activities**

Required

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.
- (7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2018-19 Title III English learner entitlement	\$24,462
Transferred-in amount	\$0
2018-19 Total allocation	\$24,462
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$0
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$0
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$4,413
Direct administrative costs (Amount cannot exceed 2% of the entitlement)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$4,413

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### 2018-19 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2018 through June 30, 2019.

**CDE Program Contact:**

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831  
Kevin Webb, Language Policy and Leadership Office, [kwebb@cde.ca.gov](mailto:kwebb@cde.ca.gov), 916-323-5838

2018-19 Unspent funds	\$20,049
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## 2018-19 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

### CDE Program Contact:

Leanne Wheeler, Regional Support and Awards Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383

### Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths
  
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
  - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
  - b) Includes a dispute resolution process;
  - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
  
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

### Homeless Liaison Contact Information

Homeless liaison first name	Sharmeen
Homeless liaison last name	Mahmud
Homeless liaison title	Counselor
Homeless liaison email address (Format: abc@xyz.zyx)	smahmud@lcer.org
Homeless liaison telephone number (Format: 999-999-9999)	909-386-2300
Homeless liaison telephone extension	709
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.00

### Homeless Liaison Training Information

**\*\*\*Warning\*\*\***

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**2018-19 Homeless Education Policy, Requirements, and Implementation**

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA’s homeless liaison.

**CDE Program Contact:**

Leanne Wheeler, Regional Support and Awards Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	

**Homeless Education Policy and Requirements**

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA’s board approved the homeless education policy	07/17/2013
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

**Title I, Part A Homeless Expenditures**

2018-19 Title I, Part A allocation	\$235,010
2018-19 Title I, Part A direct or indirect services to homeless children reservation	\$2,001
Amount of 2018-19 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0

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### 2017-18 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2017 through June 30, 2019.

**CDE Program Contact:**

Maxine Wheeler, Standards Implementation Support Office, [mwheeler@cde.ca.gov](mailto:mwheeler@cde.ca.gov), 916-323-4746

2017-18 Title II, Part A entitlement	\$32,328
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**Professional Development Expenditures**

Professional development for teachers	\$22,568
Professional development for administrators	
All other professional development expenditures	

**Recruitment, Training, and Retention Expenditures**

Recruitment activities	
Training activities	\$9,760
Retention activities	
All other recruitment, training, and retention expenditures	

**Miscellaneous Expenditures**

Class size reduction	
Administrative and indirect costs	
Total funds transferred out of Title II, Part A	
Equitable services for nonprofit private schools	
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$32,328
2017-18 Unspent funds	\$0

**\*\*\*Warning\*\*\***

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## 2017-18 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through June 30, 2019.

### CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831  
 Kevin Webb, Language Policy and Leadership Office, [kwebb@cde.ca.gov](mailto:kwebb@cde.ca.gov), 916-323-5838

### Required and Authorized English Learners Sub-grantee Activities

#### Required

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

#### Authorized

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for English learners and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English language proficiency and academic achievement of English learners.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.
- (7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2017-18 Title III English learner entitlement	\$27,053
Transferred-in amount	\$0
2017-18 Total allocation	\$27,053
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$1,544
2000-2999 Classified personnel salaries	\$11,456
3000-3999 Employee benefits	\$2,608
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$11,445
Direct administrative costs (Amount cannot exceed 2% of the entitlement)	\$0
Indirect costs	\$0
Total year-to-date expenditures	\$27,053
2017-18 Unspent funds	\$0

**\*\*\*Warning\*\*\***

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Lewis Center for Educational Research  
Board Packet Agenda Items

Date of meeting: August 12, 2019

Title: Wind Ensemble performance at Walt Disney World, Orlando Florida, March, 2021

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

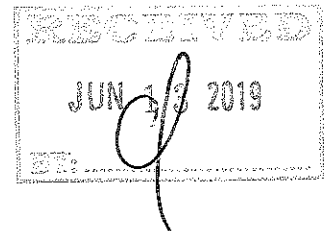
Background: The AAE Wind Ensemble is a Friday club of auditioned musicians, grades 8 through 12. The group has traveled to Orlando to perform at Walt Disney World a total of 4 times since 2010. This proposed trip in 2021 is designed to give students an opportunity to perform in a professional setting emulating a "tour" situation. There will also be music activities that are unique to Walt Disney World.

Fiscal Implications (if any): None School funds will not be used for the trip. The Marching Knights Band Boosters, a non-profit support organization to the band, will be handling the finances.

Impact on Mission, Vision or Goals (if any): We believe that the trip supports the goals of the LCER.

Recommendation: Since this is an over-night trip, we ask that the board approve the event. At that time, we will begin fund-raising efforts through the booster.

Submitted by: Ken Sockwell





LEWIS CENTER FOR EDUCATIONAL RESEARCH
FIELD TRIP REQUEST FORM

AAE NSLA

Office use only
Date/Time submitted: JUN 13 2019
Initials:
Transportation Booked:
Initials:
Calendared:
Initials:

Date Submitted: June 13, 2019

Requested by: Ken Sockwell

Destination: Walt Disney World, Orlando Florida Phone: 888-779-1757

Date(s) of trip: March 19-25, 2021 Grade Level 8 - 12

School departure time: LAX 11:00 pm Destination arrival time: MCO 6:00 am

Destination departure time: MCO 6:00 pm School Return Time: LAX 9:30 pm

Overnight/Out-of-State stay: YES NO Water activities involved: YES NO

Number of students: 21 adults: 5 Admission students: \$1500 adults: \$1600

Transportation

Bus requested? YES NO Bus company name:
Private Vehicle Used? YES NO Bus company contact name:
Proper Insurance Coverage? YES NO/NA Other Transportation:
LCER Approved Driver? YES NO/NA ASB or Club Sponsored? (Paid by Club) YES NO
PTC sponsored? (Paid by PTC) YES NO Name of Club Wind Ensemble

Brief Description of Educational Benefit to be Derived From this Activity:
The AAE Wind Ensemble, a non-graded club, will travel to Walt Disney World to perform and participate in music-related workshops and activities. (see attached sheet for more information.)
This trip meets music standard 2.1. It exposes students to professional performance through touring and hands-on participation and observations.

I have followed the checklist prior to submitting this form
Principal Signature: [Signature] Teacher Signature: [Signature]

Funding Code: AAE Band Boosters Date: 6-14-19

BOARD APPROVAL REQUIRED FOR OVERNIGHT/OUT-OF-STATE STAYS and WATER ACTIVITIES
A DETAILED ITINERARY MUST BE INCLUDED FOR EACH FIELD TRIP
THREE MONTHS PRIOR BOARD APPROVAL FOR OUT OF THE COUNTRY TRIPS

# Walt Disney World Wind Ensemble Field Trip

## TENTATIVE Itinerary and Details

(Note: Upon approval, updates to this itinerary and chaperone list will be provided.)

### Chaperones:

Mrs. Karen Sockwell      Mr. Kenneth Sockwell      Mrs. Alyssa Leber  
Mrs. Cynthia Allen      Miss Autumn Houtby

### Itinerary

Friday, March 19

8:00 pm:      Meet at LAX airport  
11:00 pm:      Leave LAX airport/ United Airlines  
6:00 am:      Arrive MCO airport  
8:30 am:      Arrive Walt Disney World Resort / All Star Music Resort  
10:00 am:      Music activity to be determined.  
10:00 pm:      Lights out

Saturday, March 20

8:00 am:      Board Disney transportation for Magic Kingdom  
9:30 am:      Disney Performing Arts Workshop #1  
11:30 am:      Free time in park (Quest #1 due)  
7:00 pm:      Return to All Star Music Resort via Disneyland transportation  
10:00 pm:      In room  
11:00 pm:      Lights out

Sunday, March 21

8:00 am:      Board Charter transportation for Downtown Disney  
10:30 am:      Performance at Downtown Disney  
12:30 pm:      Board Disney transportation to Disney Studios  
1:00 pm:      Free time in park (Quest #2 due)  
7:00 pm:      Return to All Star Music Resort via Disneyland transportation  
10:00 pm:      In room  
11:00 pm:      Lights out

Monday, March 22

8:00 am:      Board Disney transportation for Magic Kingdom  
9:30 am:      Disney Performing Arts Workshop #2  
11:30 am:      Free time in park / Alternate group will go to Epcot (Quest #3 due)  
7:00 pm:      Return to All Star Music Resort via Disneyland transportation  
10:00 pm:      In room  
11:00 pm:      Lights out

Tuesday, March 23 / Wednesday, March 24

8:00 am:      Board Disney transportation for Disney's Animal Kingdom / EPCOT  
9:00 am:      Free time (Quest #4/#5 due)  
2:00 pm:      Board Disney transportation for Epcot / Magic Kingdom  
9:00 pm:      Return to All Star Music Resort via Disneyland transportation  
10:30 pm:      In room  
11:00 pm:      Lights out

Thursday, March 25

11:00 am:      Check out  
1:00 pm:      Board Disney transportation to Airport  
6:00 pm:      Leave MCO / United Airlines  
9:30 pm:      Arrive LAX / pickup by parents.

Lewis Center for Educational Research  
Board Packet Agenda Items

Date of meeting: AUG 12, 2019

Title:

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

Background:

ASB

Fiscal Implications (if any): NA

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

Building growth mindset w/ school leaders.  
collaboration.

Recommendation:

Submitted by:

BB



**LEWIS CENTER FOR EDUCATIONAL RESEARCH  
FIELD TRIP REQUEST FORM**

AAE       NSLA

Office use only  
Date/Time Submitted: 6/10/19  
Initials: [Signature]  
Transportation Booked:  
Initials:  
Calendared:  
Initials:

Date Submitted: 6-7-19

Requested by: HS ASB

Destination: AAE Phone: X372

Date(s) of trip: Aug. 16-17 Grade Level MS & HS ASB

School departure time: [Signature] Destination arrival time: [Signature]

Destination departure time: [Signature] School Return Time: [Signature]

Overnight/Out-of-State stay: YES NO Water activities involved: YES NO

Number of students: 50 adults: 2 Admission students: \_\_\_\_\_ adults: [Signature]

**Transportation**

Bus requested? (circle one) YES NO Bus company name: \_\_\_\_\_

Private Vehicle Used? YES NO Bus company contact name: \_\_\_\_\_

Proper Insurance Coverage? YES NO Other Transportation: \_\_\_\_\_

LCER Approved Driver? YES NO ASB or Club Sponsored? (Paid by Club) YES NO

PTC sponsored? (Paid by PTC) YES NO Name of Club ASB

Brief Description of Educational Benefit to be Derived From this Activity:  
Standard 1: Written Communication: #6  
Standard 3: Public Speaking: #6  
Standard 7: Interpersonal Skill: #1  
Standard 1: Group Dynamics: #1, #2, #5, #4,  
Standard 3: Social & Emotional Learning: #1, #5

I have followed the checklist prior to submitting this form SD  
Teacher Signature

Principal Signature: [Signature]

Funding Code: \_\_\_\_\_ Date: 6-10-19

BOARD APPROVAL REQUIRED FOR OVERNIGHT/OUT-OF-STATE STAYS and WATER ACTIVITIES  
A DETAILED ITINERARY MUST BE INCLUDED FOR EACH FIELD TRIP  
THREE MONTHS PRIOR BOARD APPROVAL FOR OUT OF THE COUNTRY TRIPS

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

**Date of meeting:**

**Title:** ASB and Student Activities Spending Plans

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

**Background:**

Per the FCMAT ASB Manual, it is recommended that ASB and student organizations/ clubs that want to carry over more than 20% of the revenue they raised during the previous school year may do so with the consent of the governing board. ASB and other student organizations on campus have requested to carry over more than 20% and have all listed in their meeting minutes on why they want to carry over those funds into the next school year. The rest of the clubs on campus did not have a year-end balance greater than 20% of the revenue they raised during the 18/19 school year.

**Fiscal Implications (if any):**

Should not have any impact on the AAE or LCER general fund, only student body funds which are held separately within the organization.

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

Student organizations help give students opportunities to benefit the student body in many different ways. What these organizations do by providing extracurricular activities to students on campus clearly benefits the AAE mission of preparing students for post-secondary success.

**Recommendation:**

- ASB requests to carry over funds for venue deposit payment for Winter Formal and Prom and Student store supplies for the 19/20 school year. Pipe and drape for school events as well.
- National Honor Society requests to carry over funds for NHS club supplies and graduation regalia for senior members.
- Dance Team requests to carry over funds for a Dance Camp they would like to attend next year. In addition, they would like to book a venue early for next year's dance concert, and to help offset the cost of dance uniforms.
- Christian Club would like to carry over funds for a community outreach event during the 19/20 school year.
- Middle School Interact Club would like to carry over funds to fund their community service projects during the 19/20 school year.
- Elementary ASB would like to carry over funds for additional playground equipment during the 19/20 school year.
- Spanish Club to purchase items for next year's Fall Festival and other activities during the 19/20 school year.

**Submitted by:**

Jeffrey Henderson  
AAE Instructor  
Senior Advisor and ASB Bookkeeper



Lewis Center for Educational Research **2019-2020** SCHOOL YEAR  
*LCER Board Meeting Calendar*

**July-19**

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

**August-19**

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

**September-19**

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

**October-19**

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

**November-19**

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

**December-19**

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

**January-20**

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

**February-20**

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

(NSLA Holiday 2/10)

**March-20**

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

**April-20**

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

**May-20**

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

**June-20**

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

July 31, 2019

Ms. Lisa Lamb  
President and Chief Executive Officer  
High Desert Partnership in Academic Excellence Foundation, Inc.  
d/b/a Lewis Center for Education Research  
17500 Mana Roads  
Apple Valley, California 92307

Re: Bond Counsel Engagement Letter for Bond Financing to Benefit Academy of Academic Excellence (“AAE”) and Norton Science and Language Academy (“Norton”)

Dear Ms. Lamb:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel for the benefit of Lewis Center for Education Research (“Lewis Center”). I am looking forward to working with you and the rest of the finance team to structure, document and implement the issuance of tax-exempt and taxable bonds (the “Bonds”) to finance and refinance certain capital improvements to the AAE Campus and to finance the acquisition and construction of the Norton campus (collectively, the “Projects”). Our goal is to provide Lewis Center with responsive, high quality and cost-effective legal services. We are pleased to be of assistance to Lewis Center in this matter and believe it is important to briefly set forth some of the important aspects of our relationship. Accordingly, the purpose of this letter is to serve as our engagement agreement (the “Engagement Agreement”).

### **SCOPE OF ENGAGEMENT**

It is the intent of the parties to enter into a separate financing transaction for each of the Projects. In this engagement, we expect to perform the following duties with respect to each financing:

1. Subject to the completion of proceedings to our satisfaction, render our unqualified legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds and the excludability of interest on the Bonds (other than taxable bonds) from gross income of the owners of the Bonds for federal and California income tax purposes.

# KUTAKROCK

Ms. Lisa Lamb

July 31, 2019

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2. Draft the basic agreements and resolutions governing the authorization and issuance of the Bonds, including, but not limited to, all necessary resolutions of the issuer selected by Lewis Center (the “Issuer”), an Indenture of Trust providing for the issuance of the Bonds, Loan Agreement for the loan of the proceeds thereof to Lewis Center, a Tax Regulatory Agreement, various security and collateral documents, assignment agreements and various closing certificates.

3. Prepare and review other documents necessary or appropriate to the authorization and issuance of the Bonds and the entry into Bonds between the Issuer and Lewis Center and coordinate the authorization and execution of the necessary documents.

4. Assist the Issuer and Lewis Center in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization and issuance of the Bonds, excluding any required blue sky filings.

5. Review and advise the Issuer, RBC Capital Markets and BB&T Capital Markets (together, the “Underwriter”) and Lewis Center of any legal issues relating to the structure of the Bonds and the financing documents among the Issuer, the Underwriter and Lewis Center.

6. Provide any additional opinions required in connection with the authorization and issuance of the Bonds.

7. Prepare and deliver to the Issuer, the Underwriter and Lewis Center complete transcripts of the documents and certificates executed in connection with each of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are funded. The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the Issuer, Lewis Center and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and Lewis Center with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer and Lewis Center to provide us with complete and timely information on all developments pertaining to any aspect of Lewis Center, the Projects, the Bonds and the security for the Bonds.

## **FEES AND EXPENSES**

Lewis Center will be responsible for paying our fees and expenses in connection with services provided by us in connection with the structuring, documentation and issuance of the

Ms. Lisa Lamb  
July 31, 2019  
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Bonds. Our fee with respect to the Bonds for each of the Projects is contingent upon the issuance of the Bonds for such Project. Our services as Bond Counsel are based on a flat fee of \$75,000 for each of the Projects. This fee covers the scope of services as described in this Engagement Letter. Other items may present themselves in the course of the financings that are outside of the proposed scope of services, such as issues that may arise in connection with the acquisition of the land, review and negotiation of construction contracts or unique corporate structuring or governance issues. If such excess work is significant, we will discuss the extra work and associated charges with you and, with your approval, bill such work at agreed-upon rates.

We request reimbursement for our reasonable out-of-pocket expenses, at the firm's cost, incurred in the course of providing legal services. We typically request reimbursement for the costs of obtaining public records and reports, overnight delivery services, postage, travel (if appropriate and preapproved by the client) and document transcripts (assuming electronic transcripts). We do not charge for long-distance telephone calls. We would expect that any such expenses would not exceed \$2,500 (subject to extraordinary transcript costs).

## **WAIVER OF CONFLICT**

Kutak Rock LLP has represented, and may in the future represent, the Underwriter, Lewis Center, and the Issuer in other, unrelated matters. Those representations may create a conflict of interest. We do not believe that such unrelated representations will conflict with our representation of Lewis Center in the proposed financing transaction.

Professional rules require a law firm to obtain client consents before representing one client on a matter which is adverse to another current client, even though the representations are on unrelated subject matters. In requesting these consents, we assure you: (1) that we will not use confidential client information in any way to either client's disadvantage, and (2) that we will be able, fully and properly, to represent Lewis Center on this matter without such representation being affected by our representation of the other client. If, however, contentious disputes with or threats of litigation involving Lewis Center and the Underwriter, the bondholder representative and/or the Issuer were to arise during our representation of Lewis Center, we would not represent any party with respect to such disputes or litigation, and we would be required to withdraw from the representation.

Your signature below will confirm that you waive any conflict of interest as a result on Kutak Rock LLP's representation of Lewis Center in connection with the Bond financing and its representation of the Underwriter or the Issuer in unrelated matters.

## **RECORDS**

Ms. Lisa Lamb  
July 31, 2019  
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Papers and property furnished to us will be returned promptly upon request. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, to the extent permitted by law and in accordance with industry practices, we reserve the right to dispose of any documents or other materials retained by us after the termination of our engagement.

## **INDEPENDENT CONTRACTOR**

The parties intend that in performing the services specified herein, Kutak Rock LLP shall act as an independent contractor, having control of the work and the manner in which it is performed. We are not to be considered an agent or employee of the Issuer or Lewis Center.

## **NON-ASSIGNABILITY**


This Engagement Agreement shall not be assignable by either party without the prior written consent of the other party.

# KUTAKROCK

Ms. Lisa Lamb  
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If the terms of our engagement are acceptable, please sign a copy of this letter and return it to me at the address above. I look forward to working with you on this transaction. Please do not hesitate to contact me if you have any questions.

Sincerely yours,  
KUTAK ROCK LLP

By  \_\_\_\_\_  
Jessica I. Shaham, Partner

APPROVED AND ACCEPTED

HIGH DESERT PARTNERHSIP IN ACADEMIC  
EXCELLENCE FOUNDATION, INC.

By \_\_\_\_\_  
Name:  
Title:



July 31, 2019

Lisa Lamb  
President/CEO  
Lewis Center for Educational Research  
17500 Mana Road  
Apple Valley, CA 92307

Re: Education Revenue Bonds, Series 2019 and/or 2020 (Lewis Center for Educational Research) (“Bonds”)

Dear Lisa:

RBC Capital Markets, LLC (“RBC CM”) is writing you as the President/CEO of the Lewis Center for Educational Research (“Obligor”) to:

- (i) Confirm the engagement of RBC Capital Markets, LLC (“Underwriter”) as senior managing underwriter for the Academy for Academic Excellence and as co-underwriter for the Norton Science and Language Academy (both of which are California charter schools falling under the umbrella of the Obligor) relating to the above-captioned Bonds pursuant to the Securities and Exchange Commission’s Municipal Advisor Rule, and
- (ii) Provide certain disclosures as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)<sup>1</sup>.

As part of our services as Underwriter, RBC CM may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The Bonds will be issued on behalf of the Obligor by an entity authorized to do so under State statute (“Issuer”). Both the Issuer and the Obligor will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance of the Bonds, but the material financial risks described in this letter will be borne by the Obligor, as set forth in those legal documents. The Issuer will receive a separate letter from RBC CM to comply with Rule G-17.

I. Disclosures Concerning the Underwriter Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with municipal issuers, obligors, and investors.

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's length commercial transaction with the Issuer and/or the Obligor. The underwriter has financial and other interests that differ from those of the Issuer and/or the Obligor.
- (iii) The underwriter does not have a fiduciary duty to the Issuer and/or the Obligor under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer and/or the Obligor without regard to its own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer and/or the Obligor, at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction<sup>2</sup>.

## II. Disclosures Concerning the Underwriter Compensation:

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer and/or the Obligor a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

## III. Conflicts of Interest Disclosures:

RBC CM has identified the following additional potential or actual material conflicts:

### ORDINARY COURSE OF BUSINESS ACTIVITIES AND RELATIONSHIPS

- RBC CM and its affiliates comprise a full service securities firm and a commercial bank among other entities. RBC CM engages in municipal advisory activities, securities trading and underwriting, corporate investment banking, asset management, retail and institutional brokerage, and other commercial and investment banking products and services for a wide range of corporations, municipal entities and individuals.
- The activities of RBC CM and its affiliates may include investment in, and trading of, securities and other financial instruments for their own account or the account of customers relating to the securities and/or financial instruments of the Issuer and/or Obligor.
- RBC CM and its affiliates may also communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views relating the securities of the Issuer and/or Obligor.
- RBC CM maintains business relationships with municipal advisory firms, broker-dealers, law firms and other transaction participants as part of its national municipal securities business but does not utilize referral arrangements with such entities regarding municipal underwriting, sales or trading.

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<sup>2</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.



Further, RBC CM does not maintain any distribution agreements with respect to municipal securities offerings.

If you or any other Issuer and/or Obligor officials have any questions or concerns about the engagement of RBC CM as underwriter or these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's and/or Obligor's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. This engagement is preliminary, non-binding and may be terminated at any time without penalty or liability for costs incurred by the underwriter.

It is our understanding that you are an authorized official of the Issuer and/or Obligor, responsible for municipal finance with the authority to approve this engagement and acknowledge these disclosures and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Please sign and return the enclosed copy of this letter to me via PDF or to the address set forth herein. Depending on the structure of the transaction that the Issuer and/or the Obligor decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds.

Sincerely,



RBC CAPITAL MARKETS, LLC

Acknowledged:

\_\_\_\_\_  
Lisa Lamb  
President/CEO

Date: \_\_\_\_\_

July 31, 2019

Lisa Lamb  
President & CEO  
Lewis Center for Educational Research  
17500 Mana Road  
Apple Valley, CA 92307

Re: Engagement Letter

Dear Ms. Lamb,

This letter (the “Agreement”) confirms that the **Lewis Center for Educational Research** (the “Company”) has engaged BB&T Capital Markets, a division of BB&T Securities, LLC (“BB&T Capital Markets”) to act for **Lewis Center for Educational Research** as the Company’s structurer and placement agent/underwriter in connection with the financing of charter school facilities (the “Transaction” or the “Financing”).

As part of our services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that we are underwriting/placing. However, we are serving as or intend to serve as an underwriter and not as a municipal advisor in the transaction. The Company acknowledges and agrees that: (i) the primary role of BB&T Capital Markets, as an underwriter/placement agent, is to purchase securities, for resale to investors, in an arm’s-length commercial transaction between the Company and BB&T Capital Markets and that BB&T Capital Markets may have financial and other interests that differ from those of the Company; (ii) BB&T Capital Markets is not acting as a municipal advisor, financial advisor, or fiduciary to the Company and has not assumed any advisory or fiduciary responsibility to the Company with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether BB&T Capital Markets has provided other services or is currently providing other services to the Company on other matters); (iii) the only obligations BB&T Capital Markets has to the Company with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Company has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate, which the Company is encouraged to do. If the Company would like a municipal advisor in this transaction that has legal fiduciary duties to the Company, then the Company is free to engage a municipal advisor to serve in that capacity and to so notify BB&T Capital Markets in accordance with applicable SEC and MSRB rules.

During the coming months, we will work with you, and other members of the financing team to define and finalize an appropriate financing structure (which may include taxable and/or tax-exempt alternatives), establish a financing calendar, assemble the requisite resources as well as efficiently execute the transaction consistent with your timing and financial objectives. If the appropriate financing structure includes a tax-exempt offering, then further disclosures shall be provided to the issuer pursuant to MSRB Rule G-17.

## **1. Services:**

The Company hereby retains BB&T Capital Markets and BB&T Capital Markets hereby agrees to provide the following services in connection with the Transaction and such other services as may be determined to be necessary or appropriate by either BB&T Capital Markets or the Company in its reasonable discretion (the "Services"):

- (a) Review the financing alternatives available to the Company, including identifying and comparing the advantages and disadvantages of alternative structures to determine the appropriate plan of finance to provide a cost-effective means of financing while taking into account the Company's organizational, business and Transaction objectives.
- (b) Assist in structuring (including soliciting credit commitments from banks and/or other institutional investors, as applicable) those terms and conditions for the debt such as maturities, interest rates, call features, security features and defining covenants for consideration and agreement, which, in combination, meet the requirements and objectives of the Company along with specific project, general market and economic conditions prevailing during the project and finance planning period and at the time of financing.
- (c) Provide reasonable assistance to the Company and other members of the financing team in coordinating discussions with and securing the approval of any Issuer to issue the debt and in securing any other approvals or regulatory matters, as requested.
- (d) Assist the Company, underwriter's counsel and other members of the financing team in the preparation of a Private Placement Memorandum and/or Preliminary and Final Official Statement, or other documents which describes the Company and the Transaction.
- (e) In cooperation with the Company and underwriter's counsel (the specific firm to be determined), undertake due diligence review of the operations, financial condition, capabilities and constraints of the Company and assist where necessary with the documentation necessary to undertake the Transaction, including but not limited to the authorizing resolutions, bond purchase agreement(s) and/or placement agreement(s) and preliminary and final official statements/placement memoranda distributed to potential investors, as required.
- (f) Use its best efforts to market the Transaction, serving as Underwriter/Placement Agent of the Transaction, and subject to a mutually satisfactory bond purchase agreement and other customary documentation and coordinate with all parties so as to consummate the sale of the bonds, if applicable.
- (g) Over the course of the financing process, make BB&T Capital Market representatives available for meetings with the Company, the Issuer and other members of the financing team, as requested.
- (h) Provide such other investment banking related services as may be reasonably requested by the Company in connection with the Financing contemplated herein and permissible under the Underwriter Exemption provided by the SEC's Municipal Advisor Rule, if applicable.

The acceptance and/or rejection of Services provided by BB&T Capital Markets are at the sole discretion of the Company.

**2. Fees:**

The Company acknowledges and agrees that BB&T Capital Markets is the Company’s structuring and placement agent for the Transaction. The Company agrees to pay BB&T Capital Markets the following compensation relating to the Services described herein as follows:

Service	Fee (% of Par)	Fee (\$/1,000)
Underwriting /Placement Agent Services	1%	\$10.00

**3. Expenses:**

The above compensation to BB&T Capital Markets is inclusive of any and all out of pocket reasonable underwriting expenses incurred by BB&T Capital Markets in the underwriting process. The Company will be solely responsible for payment of its own out-of-pocket costs and expenses.

**4. Disclosures Required by MSRB Rule G-17 Concerning the Role of the Underwriter:**

The Company hereby confirms and acknowledges each of the following concerning the role that BB&T Capital Markets would have as an underwriter;

- (1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires and underwriter to deal fairly at all times with all parties including, municipal issuers, the Company, and investors.
- (2) The underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with any conduit issuer of the securities and the Company and it has financial and other interests the differ from of any conduit issuer of the securities and the Company;
- (3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to the conduit issuer of the securities under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the conduit issuer of the securities without regard to its own financial or other interests;
- (4) Under the federal securities laws, neither a municipal advisor nor an underwriter has a fiduciary duty to the Company;
- (5) the underwriter has a duty to purchase securities from the conduit issuer of the securities at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (6) The underwriter will review the official statement for the issuer’s securities, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

**5. Cooperation:**

In connection with this engagement, the Company agrees to assist BB&T Capital Markets by providing such information regarding the Company and the Transaction as may be reasonably requested by BB&T Capital Markets, and causing management of the Company, as well as members of the financing team, reasonably available to BB&T Capital Markets and investors. The Company represents and warrants that (i) all information provided by the Company will be complete and correct in all material respects when provided and will not contain any untrue statement of a material fact or omit to state a material fact necessary

to make the statements contained therein not misleading, (ii) all information provided to BB&T Capital Markets will be prepared by the Company in good faith and using assumptions deemed reasonable by the Company under the prevailing circumstances at the time assumption is made, and (iii) the Company will promptly notify BB&T Capital Markets of any material developments or changes to the Company's operating and/or financial status. The Company further agrees that BB&T Capital Markets may rely on such information provided by the Company without independent verification and that BB&T Capital Markets does not assume any responsibility for the accuracy or completeness of any such information. Additionally, working in collaboration with BB&T Capital Markets and other members of the financing team, the Company agrees to secure the approval of any Issuer to issue the Transaction and, as part of the process, have BB&T Capital Markets named as the sole book-running senior manager for the Transaction, as applicable.

The Company agrees that if the Company or any of its affiliates receives any inquiry relating to investor interest from an investor the Company will promptly inform BB&T Capital Markets of such inquiry.

#### **6. Term:**

Subject to the provisions of Paragraph 7 hereof, the term of this Agreement will begin on the date this Agreement is executed by the Company and will continue until the Financing occurs or this Agreement is terminated.

#### **7. Termination:**

Any party may terminate this Agreement at any time upon 10 days prior written notice from the terminating party to the non-terminating party with or without cause.

#### **8. Confidentiality:**

BB&T Capital Markets agrees that any information received from the Company during the term of this Agreement is confidential and will be used by BB&T Capital Markets solely in the course of the performance of its services hereunder and, except for such information as may be approved by the Company for delivery to prospective parties to the Transaction, BB&T Capital Markets agrees not to disclose such information to any person without the consent of the Company, except BB&T Capital Markets' or its affiliates, officers, employees or agents who need to know the information in furtherance of the Services or the Transaction.

#### **9. No Third Party Benefits:**

The Company acknowledges and agrees that BB&T Capital Markets has been retained by the Company only and that the services provided by BB&T Capital Markets hereunder are solely for the benefit of the Company and are not intended to confer any rights on any other entities or persons, including, without limitation, any stockholders or other security holders, employees or creditors of the Company. No other entity or person is entitled to rely in any way on this engagement or any advice given or statements made to the Company hereunder.

The Company acknowledges and agrees that neither BB&T Capital Markets nor any of its affiliates are providing any legal, tax, accounting or regulatory advice in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the risks, benefits and suitability of the Transaction, and neither BB&T Capital Markets nor any of its affiliates shall have any responsibility or liability to the Company with respect thereto.

The Company acknowledges and agrees that it is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the Transaction contemplated by this Agreement and that BB&T Capital Markets (i) is not the agent or fiduciary of the Company, its members, affiliates, creditors or employees or any other party; (ii) has not assumed and will not assume a fiduciary responsibility in favor of the Company with respect to any of the transactions contemplated hereby; (iii) BB&T Capital Markets and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and will disclose any of such interests by virtue of any fiduciary or advisory relationship; (iv) the Company shall consult with its own advisors and shall be responsible for making its own independent investigation and appraisal of the transaction contemplated hereby; and (v) the Company waives, to the fullest extent permitted by law, any claims it may have against BB&T Capital Markets for breach of fiduciary duty or alleged breach of fiduciary duty.

#### **10. Affiliates of BB&T Capital Markets:**

The Company acknowledges that various subsidiaries and affiliates of BB&T Capital Markets provide full-service investment banking, securities trading and brokerage services to customers in the ordinary course of their business. BB&T Capital Markets and one or more of such BB&T Capital Markets subsidiaries and affiliates may from time to time own or hold securities, options or other derivatives related to the securities of the Company and other parties interested in the Transaction. Subject to the confidentiality paragraph above, nothing contained in this Agreement or in any other agreement between the parties will prevent or otherwise limit BB&T Capital Markets or its parent company, subsidiaries or affiliates from carrying on any investment banking or other business with the Company or any other entity or person or from carrying on its other business as currently conducted or as it may be conducted in the future.

#### **11. Entire Agreement:**

This Agreement and the attached indemnification and reimbursement provisions embody the entire agreement and understanding between the parties hereto. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both the Company and BB&T Capital Markets.

#### **12. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the conflict of laws principles thereof. The Company and BB&T Capital Markets specifically agree that the federal and state courts in the County of San Bernardino, California will have exclusive jurisdiction over any suit, action, proceeding, complaint or other dispute between the parties arising out of or relating to this Agreement or the services provided by BB&T Capital Markets hereunder, and any such suit, action, or proceeding will be brought only in one of such courts. With respect to any such suit, action, proceeding, complaint or other dispute, (i) each party irrevocably submits to the exclusive jurisdiction of the federal and state courts in the County of Wake, North Carolina and (ii) each party irrevocably waives any objection which it may have at any time to the venue of any such suit, action or proceeding brought in either such court; irrevocably waives any claim that any such suit, action or proceeding brought in either such court has been brought in an inconvenient forum and irrevocably waives the right to object, with respect to any such suit, action or proceeding brought in either such court, that such court does not have jurisdiction over such party. **Each party also waives any rights to a trial by jury.**

If the terms of this engagement as set forth in this Agreement are satisfactory to the Company, please sign both copies of this Agreement and the attached Addendum A, maintain one copy for your files and return the other to us.

We look forward to working with you on this engagement and appreciate very much the opportunity to be of service to you.

Very truly yours,

**BB&T Capital Markets,  
a division of BB&T Securities, LLC**

By:

\_\_\_\_\_

Name: Debra Boyd  
Title: Managing Director

Accepted:

**Lewis Center for Educational Research**

By:

\_\_\_\_\_  
Name: Lisa Lamb  
Title: President & CEO

Date:

\_\_\_\_\_

Signature page to the Engagement Letter dated July 31, 2019  
by and between BB&T Capital Markets and **Lewis Center for Educational Research**

## **Lewis Center for Educational Research**

**BP 9100:      BOARD BYLAWS  
                  BOARD VACANCIES**

**Adopted:      September 12, 2016                      Revised: October 16, 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 to 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: October 16, 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 (2) to 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 (2) to 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**

**Board Packet Agenda Items**

Meeting Date: August 12, 2019

**Title: Administration Board Policies**

- BP 2000 Administration Concepts and Roles - Revise
- BP 2110 Administration President/CEO Responsibilities and Duties - Revise
- BP 2111 Administration President/CEO Governance Standards - Revise
- BP 2121 Administration President/CEO Employment Agreement - Revise
- BP 2140 Administration Evaluation of the President/CEO - Revise
- BP 2210 Administration Administrative Discretion in Absence of Board Policy - Revise
- BP 2220 Administration Administrative Staff Organization – New Policy
- BP 2230 Administration Advisory and Stakeholder Groups – New Policy

**Present as: Discussion/Action items**

**Background:** During closed session of the November 2018 LCER Board Meeting, the Board established a Task Force to review/revise LCER Board Policies pertaining to the CEO/Board, along with review/revise the CEO Evaluation Process and CEO Employment Agreement. The task force was comprised of LCER Board VP, Sharon Page, LCER Board Member, Dr. Pat Caldwell, along with CEO, Lisa Lamb and HR Director, Stacy Newman.

The revised and/or new policies are included in this packet. There are two copies of each policy: one with the changes tracked and the other a clean version with all changes accepted. Each policy has been numerically re-structured to align with Gamut Online. Gamut Online is the Board policy numeric format that was established by California School Boards Association (CASBO). Please review the policies to be discussed and potentially approved.

**Fiscal Implications** (if any): None

**Impact on Mission, Vision or Goals (if any):** Align with Board established Goals and Objectives

**Recommendation:** It is Task Force Committee’s recommendation to approve the above Board policies

**Respectfully Submitted by:** Stacy Newman, Human Resources Director

## Lewis Center for Educational Research

**BP 2000: ADMINISTRATION  
CONCEPTS AND ROLES**

**Adopted: September 5, 2002**

**Revised: March 9, 2015**

The primary role of the Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) is to govern. Governance includes fiduciary and policy setting roles, as well as roles in strategic planning, building a unity of purpose, communicating a common vision and creating a positive organizational culture. Recognizing that LCER is governed by a Board and not by individual board members, the relationship between the Board and the President/Chief Executive Officer (“CEO”) is crucial to the effective operation of its schools and programs. The Board and CEO shall work together as a team in the exercise of LCER governance.

The Board recognizes that LCER administration performs essential roles and functions in support of student learning, including provisions of instructional support and services to its schools as well as the responsible management of non-instructional operations and programs. The CEO or designee may make decisions concerning LCER operations within the parameter of law and Board policy.

The CEO’s role shall be to provide leadership in the management of the organization. This is accomplished by developing administrative regulations and organizational structures, decision-making processes, and staff action plans that allow the LCER to fulfill its vision and goals. The Board also expects the CEO to help shape the culture and environment of the LCER in a manner that focuses LCER operations on enhancing student achievement, encourages positive relationships with the community and instills confidence in its schools and programs.

Because the CEO is the only LCER employee who is directly selected and evaluated by the Board, the Board has the responsibility to ensure that the CEO possesses the skills and attributes that best meet the needs of the LCER. The CEO may delegate to other LCER staff any duties imposed upon him/her by the Board. This delegation shall not relieve the CEO of responsibility for actions taken by his/her designee.

~~The goal of the Lewis Center for Educational Research (“LCER”) administration shall be to create and operate an environment in which the effectiveness of student learning is studied and evaluated as part of the research component of the organization. The Academy for Academic Excellence and the Norton Space & Aeronautics Academy, are California Public Charter Schools and members of the National Association of Laboratory Schools operating as comprehensive Public Charter Schools and research laboratories. This shall be accomplished through the implementation of Foundation Board policies under the direction of the President/Chief Executive Officer (“CEO”) or designee. The Foundation Board shall rely on its CEO or designee to provide the professional administrative leadership within the LCER.~~

~~The LCER’s administrative organization shall be designed so that all divisions and departments are part of a single system. Principals, Managers and Administrators are all expected to administer their units in accordance with Foundation Board policy and the CEO or designee’s rules, procedures and regulations.~~

~~The CEO or designee, Principal(s), and all other Administrators shall have the authority and responsibility necessary for their specific administrative assignment. Each shall likewise be accountable for the effectiveness with which the administrative assignment is carried out. The Foundation Board shall clearly specify requirements and expectations of the CEO or designee. The CEO or designee shall be accountable and evaluated on how well those requirements and expectations have been met. In turn, the CEO or designee shall clearly specify requirements and expectations of all other administrators. He/she shall hold each accountable and evaluate how well requirements and expectations have been met.~~

~~The CEO or designee may request the attendance of any administrative personnel at regular and special meetings of the Foundation Board as he/she deems such attendance to be in the best interests of the LCER and may require reports from any of these personnel on such topics and at such times as it may serve the purposes of the Foundation.~~

## **Lewis Center for Educational Research**

**BP 2000:      ADMINISTRATION  
                  CONCEPTS AND ROLES**

**Adopted:      September 5, 2002**

**Revised:      March 9, 2015**

The primary role of the Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) is to govern. Governance includes fiduciary and policy setting roles, as well as roles in strategic planning, building a unity of purpose, communicating a common vision and creating a positive organizational culture. Recognizing that LCER is governed by a Board and not by individual board members, the relationship between the Board and the President/Chief Executive Officer (“CEO”) is crucial to the effective operation of its schools and programs. The Board and CEO shall work together as a team in the exercise of LCER governance.

The Board recognizes that LCER administration performs essential roles and functions in support of student learning, including provisions of instructional support and services to its schools as well as the responsible management of non-instructional operations and programs. The CEO or designee may make decisions concerning LCER operations within the parameter of law and Board policy.

The CEO’s role shall be to provide leadership in the management of the organization. This is accomplished by developing administrative regulations and organizational structures, decision-making processes, and staff action plans that allow the LCER to fulfill its vision and goals. The Board also expects the CEO to help shape the culture and environment of the LCER in a manner that focuses LCER operations on enhancing student achievement, encourages positive relationships with the community and instills confidence in its schools and programs.

Because the CEO is the only LCER employee who is directly selected and evaluated by the Board, the Board has the responsibility to ensure that the CEO possesses the skills and attributes that best meet the needs of the LCER. The CEO may delegate to other LCER staff any duties imposed upon him/her by the Board. This delegation shall not relieve the CEO of responsibility for actions taken by his/her designee.

## Lewis Center for Educational Research

BP ~~21222110~~: ADMINISTRATION

### PRESIDENT/CEO ~~JOB DESCRIPTION~~ RESPONSIBILITIES AND DUTIES

Adopted: September 5, 2002

Revised: June 8, 2015

The Lewis Center for Educational Research ("LCER") Board of Directors ("Board") desires to establish a productive working relationship with ~~the job of~~ President/Chief Executive Officer ("CEO") and to ensure that the work of the CEO is focused on student learning and the attainment of the LCER's vision and goals. The Board also desires to provide a fair basis for holding the CEO accountable. The responsibilities of the CEO entails many complex duties, some specified in law, outlined in the CEO's employment agreement and throughout Board policies and procedures. ~~and some assigned by the Foundation Board of Directors ("Board").~~

The CEO shall implement all Board decisions and manage the instructional and non-instructional operations of the LCER. The CEO also serves as a non-voting member of the LCER's Board as the Board President and has responsibilities to support Board operations and decision-making. The CEO may delegate any of his/her responsibilities and duties to other LCER staff, but he/she remains accountable to the Board for all areas of operation under the CEO's authority.

The Board shall provide the CEO with a job description that indicates the required qualifications, job requirements, job responsibilities and duties and working conditions. These responsibilities and additional duties are further detailed throughout the CEO ~~Fixed Term~~ Employment Agreement and Board's Policies and Procedures

The CEO informs the Board about school programs, practices and problems and offers professional advice on items requiring Board action, with appropriate recommendations based on thorough study and analysis.

The CEO shall have general supervision of all personnel and shall develop and execute consistent, fair and fiscally sound personnel procedures and practices, including an evaluation program for all LCER employees. He/she shall oversee all financial operations of the LCER and actively seek out new funding sources for the LCER.

The CEO shall articulate educational issues and values before the community and other governmental agencies. He/she shall be accessible to community members and shall work with them to further the LCER's goals and build a strong, positive community attitude toward the LCER and the programs it operates.

The CEO shall remain current on educational thoughts and practices by reading educational publications, attending educational conferences, and visiting other school systems in the interest of improving the LCER's instructional program and overall operation. The CEO shall inform the Board and staff of new developments and significant events in the field of education.

## Lewis Center for Educational Research

**BP 2110: ADMINISTRATION  
PRESIDENT/CEO RESPONSIBILITIES AND DUTIES**

**Adopted: September 5, 2002**

**Revised: June 8, 2015**

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) desires to establish a productive working relationship with the President/Chief Executive Officer (“CEO”) and to ensure that the work of the CEO is focused on student learning and the attainment of the LCER’s vision and goals. The Board also desires to provide a fair basis for holding the CEO accountable. The responsibilities of the CEO entail many complex duties, some specified in law, outlined in the CEO’s employment agreement and throughout Board policies and procedures.

The CEO shall implement all Board decisions and manage the instructional and non-instructional operations of the LCER. The CEO also serves as a non-voting member of the LCER’s Board as the Board President and has responsibilities to support Board operations and decision-making. The CEO may delegate any of his/her responsibilities and duties to other LCER staff, but he/she remains accountable to the Board for all areas of operation under the CEO’s authority.

The Board shall provide the CEO with a job description that indicates the required qualifications, job requirements, job responsibilities and duties and working conditions. These responsibilities and additional duties are further detailed throughout the CEO Employment Agreement and Board's Policies and Procedures

The CEO informs the Board about school programs, practices and problems and offers professional advice on items requiring Board action, with appropriate recommendations based on thorough study and analysis.

The CEO shall have general supervision of all personnel and shall develop and execute consistent, fair and fiscally sound personnel procedures and practices, including an evaluation program for all LCER employees. He/she shall oversee all financial operations of the LCER and actively seek out new funding sources for the LCER.

The CEO shall articulate educational issues and values before the community and other governmental agencies. He/she shall be accessible to community members and shall work with them to further the LCER’s goals and build a strong, positive community attitude toward the LCER and the programs it operates.

The CEO shall remain current on educational thoughts and practices by reading educational publications, attending educational conferences, and visiting other school systems in the interest of improving the LCER’s instructional program and overall operation. The CEO shall inform the Board and staff of new developments and significant events in the field of education.

## Lewis Center for Educational Research

### **BP ~~2120~~2111: ADMINISTRATION PRESIDENT/CEO GOVERNANCE STANDARDS**

**Adopted: September 5, 2002**

**Revised: June 8, 2015**

~~The Board of Directors ("Board") for the Lewis Center for Educational Research ("LCER") recognizes that effective LCER governance requires strong collaboration and teamwork with the President-/Chief Executive Officer ("CEO"). Because the Board and CEO each have their unique roles and responsibilities, both contribute to the responsible governance of the LCER and the quality of education and programs provided to the communities' students. The Board delegates to the CEO the power to make decisions concerning internal operations of the LCER. is the educational leader of the High Desert "Partnership in Academic Excellence" Foundation, inc. with operates the Lewis Center for Educational Research, the charter schools of the Academy for Academic Excellence and Norton Space & Aeronautics Academy, as well as operates GAVRT, Local Outreach and K-16 Bridge Programs. The CEO executes all Foundation Board of Directors ("Board") decisions and is accountable to the Board for managing the various divisions and organizations, which operate under the Foundation in accordance with the Board's policies. The CEO informs the Board about school programs, practices and problems and offers professional advice on items requiring Board action, with appropriate recommendations based on thorough study and analysis.~~

~~The Board delegates to the CEO the power to make decisions concerning internal operations of the Foundation. The CEO may delegate to other employees any duties imposed upon him/her by the policies or vote of the Board, as far as the law permits. This delegation of power or duty shall not relieve the CEO of responsibility for actions taken by his/her designees.~~

~~The CEO shall have general supervision of all personnel and shall develop and execute consistent, fair and fiscally sound personnel procedures and practices, including an evaluation program for all Foundation employees. He/she shall oversee all financial operations of the Foundation and actively seek out new funding sources for the Foundation.~~

~~The CEO shall take an active leadership role in the development and improvement of the instructional program. He/she is expected to create a feeling of unity and enthusiasm among students and staff for the accomplishment of Foundation goals.~~

~~The CEO shall articulate educational issues and values before the community and other governmental agencies. He/she shall be accessible to community members and shall work with them to further the Foundation's goals and build a strong, positive community attitude toward the Foundation and the programs it operates.~~

~~The Board expects the CEO to remain current on educational thoughts and practices by reading educational publications, attending educational conferences, and visiting other school systems in the interest of improving the Foundation's instructional program and overall operation. The CEO~~



~~shall inform the Board and staff of new developments and significant events in the field of education.~~

**Comment [SN1]:** These were moved to BP 2110

To support the Board in the governance of the LCER, the CEO shall:

1. Implement the Board’s strategic plan and goals
2. Promote the success of all students and supports the efforts of the Board to keep the LCER focused on learning and achievement
3. Value, advocate and support charter school public education and all stakeholders
4. Recognize and respect the differences of perspective and style on the Board and among staff, students, parents/guardians and the community – and ensure that the diverse range of views inform Board decisions
5. Act with dignity, treat everyone with civility and respect, and understand the implications of demeanor and behavior
6. Serve as a model for the value of lifelong learning and support the Board’s continuous professional development
7. Work with the Board as a “governance team” and assure collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture
8. Recognize that the Board/CEO governance relationship is supported by the executive team in the LCER
9. Understand the distinctions between Board and staff roles, and respect the role of the Board as a representative of the community
10. Understand that authority rests with the Board as a whole; provide guidance to the Board to assist in the decision-making; and provide leadership based on the direction of the Board as a whole
11. Communicate openly with trust and integrity, including providing all members of the Board with equal access to information and recognizing the importance of both responsive and anticipatory communications
12. Accept leadership responsibility and accountability for implementing the vision, goals and policies of the LCER

## **Lewis Center for Educational Research**

**BP 2111:        ADMINISTRATION  
                  PRESIDENT/CEO GOVERNANCE STANDARDS**

**Adopted:        September 5, 2002**

**Revised:        June 8, 2015**

The Board of Directors (“Board”) for the Lewis Center for Educational Research (“LCER”) recognizes that effective LCER governance requires strong collaboration and teamwork with the President/Chief Executive Officer (“CEO”). Because the Board and CEO each have their unique roles and responsibilities, both contribute to the responsible governance of the LCER and the quality of education and programs provided to the communities’ students. The Board delegates to the CEO the power to make decisions concerning internal operations of the LCER.

To support the Board in the governance of the LCER, the CEO shall:

1. Implement the Board’s strategic plan and goals
2. Promote the success of all students and supports the efforts of the Board to keep the LCER focused on learning and achievement
3. Value, advocate and support charter school public education and all stakeholders
4. Recognize and respect the differences of perspective and style on the Board and among staff, students, parents/guardians and the community – and ensure that the diverse range of views inform Board decisions
5. Act with dignity, treat everyone with civility and respect, and understand the implications of demeanor and behavior
6. Serve as a model for the value of lifelong learning and support the Board’s continuous professional development
7. Work with the Board as a “governance team” and assure collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture
8. Recognize that the Board/CEO governance relationship is supported by the executive team in the LCER
9. Understand the distinctions between Board and staff roles, and respect the role of the Board as a representative of the community
10. Understand that authority rests with the Board as a whole; provide guidance to the Board to assist in the decision-making; and provide leadership based on the direction of the Board as a whole
11. Communicate openly with trust and integrity, including providing all members of the Board with equal access to information and recognizing the importance of both responsive and anticipatory communications
12. Accept leadership responsibility and accountability for implementing the vision, goals and policies of the LCER

**Lewis Center for Educational Research**

**BP 2121: ADMINISTRATION  
PRESIDENT/CEO EMPLOYMENT AGREEMENT**

**Adopted: September 5, 2002** **Revised: June 8, 2015**

The ~~Foundation~~ Board of Directors ("Board") for the Lewis Center for Educational Research ("LCER") believes that the shall employ a President/Chief Executive Officer's ("CEO") Employment Agreement ("Agreement") shall outline the framework through which the Board and CEO are to work together to achieve LCER goals and objectives. for a period of two years by entering into a Fixed Term Employment Agreement ("Agreement")—When approving the Agreement, the Board shall consider the need for stability in the organization and shall ensure the best use of LCER resources. The Agreement ~~will~~ shall be reviewed by the LCER's legal counsel and will define the statutory provisions relating to charter school employment, the employment relationship, duties and expectations/terms and conditions of both the CEO and the Board -to include but not limited to:

1. Employment relationship between the Board and CEO
2. ~~Term~~ of the Agreement and work schedule
3. Job description and duties
4. Salary in accordance with the LCER's Administrative/CEO salary schedule compensation and
5. Fringe benefits to include but not limited to technology, work related expenses, mileage, professional organizations/conferences/education, sick leave/holidays, health/retirement benefits
6. Criteria, process and procedure for annual evaluation of the CEO
7. Statement of child abuse and neglect reporting
8. Fingerprint / Tuberculosis clearance
9. , duties, employment requirements, conflicts ~~Conflicts~~ of interest/consulting/, proprietary information
10. Renewal/expiration of term
11. ~~Termination~~ provisions to include early termination without cause, termination with cause, death or incapacitation or revocation/non-renewal of charter if due to non-performance
12. Requirement of CEO should he/she accept or be selected as a finalist for other employment

**Comment [SN1]:** AVUSD term is no more than four years. They cite ed code section 35031, although their superintendent is not elected

13. Other required provisions to include maximum limitations on cash settlement and required reimbursements

14. Savings clause

15. Amendments to the agreement

—The Board may deliberate about terms of contract in closed session at a regular Board meeting. However, discussions regarding salary schedule or other compensation may occur in the closed session of a regular meeting ONLY between the Board and its designated representative(s), as permitted under Government Code 54957.6, for the purpose of reviewing the Board’s position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective CEO. Such deliberations shall not be held during a special meeting.

The Board or its’ designee may consult with LCER legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective CEO.

Terms of the Agreement shall remain confidential until the ratification process commences.

The Board shall take final action of the CEO’s Agreement during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board’s minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action the CEO’s salary or compensation in the form of fringe benefits.

Copies of the Agreement and other public records created or received in the process of developing the recommendation related to the CEO’s salary, benefits, and other compensation shall be available to the public upon request.

## **Lewis Center for Educational Research**

**BP 2121:       ADMINISTRATION  
                  PRESIDENT/CEO EMPLOYMENT AGREEMENT**

**Adopted:       September 5, 2002**

**Revised:       June 8, 2015**

The Board of Directors ("Board") for the Lewis Center for Educational Research ("LCER") believes that the President/Chief Executive Officer's ("CEO") Employment Agreement ("Agreement") shall outline the framework through which the Board and CEO are to work together to achieve LCER goals and objectives. When approving the Agreement, the Board shall consider the need for stability in the organization and shall ensure the best use of LCER resources. The Agreement shall be reviewed by the LCER's legal counsel and will define the statutory provisions relating to charter school employment, the employment terms and conditions of both the CEO and the Board to include but not limited to:

1. Employment relationship between the Board and CEO
2. Term of the Agreement and work schedule
3. Job description and duties
4. Salary in accordance with the LCER's Administrative/CEO salary schedule
5. Fringe benefits to include but not limited to technology, work related expenses, mileage, professional organizations/conferences/education, sick leave/holidays, health/retirement benefits
6. Criteria, process and procedure for annual evaluation of the CEO
7. Statement of child abuse and neglect reporting
8. Fingerprint / Tuberculosis clearance
9. Conflicts of interest/consulting/proprietary information
10. Renewal/expiration of term
11. Termination provisions to include early termination without cause, termination with cause, death or incapacitation or revocation/non-renewal of charter if due to non-performance
12. Requirement of CEO should he/she accept or be selected as a finalist for other employment
13. Other required provisions to include maximum limitations on cash settlement and required reimbursements
14. Savings clause

## 15. Amendments to the agreement

The Board may deliberate about terms of contract in closed session at a regular Board meeting. However, discussions regarding salary schedule or other compensation may occur in the closed session of a regular meeting ONLY between the Board and its designated representative(s), as permitted under Government Code 54957.6, for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective CEO. Such deliberations shall not be held during a special meeting.

The Board or its' designee may consult with LCER legal counsel prior to holding a closed session with the designated representative(s) to discuss compensation to be paid to the current or prospective CEO.

Terms of the Agreement shall remain confidential until the ratification process commences.

The Board shall take final action of the CEO's Agreement during an open session of a regularly scheduled Board meeting, and that action shall be reflected in the Board's minutes. At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action the CEO's salary or compensation in the form of fringe benefits.

Copies of the Agreement and other public records created or received in the process of developing the recommendation related to the CEO's salary, benefits, and other compensation shall be available to the public upon request.

## Lewis Center for Educational Research

### BP ~~2123~~2140: ADMINISTRATION EVALUATION OF THE PRESIDENT/ CHIEF EXECUTIVE OFFICER

Adopted: September 5, 2002

Revised: June 8, 2015

The ~~Foundation~~ Board of Directors ("Board") for the Lewis Center for Educational Research ("LCER") believes that an annual evaluation of the President/~~Chief Executive Officer's~~ ("CEO") performance serves to monitor and measure the organization's progress toward established goals and objectives and strengthens working relationships between the CEO and the Board. The Board's evaluations ~~should include~~shall provide commendations in areas of strength, provide ~~and~~ recommendations for improving effectiveness, ~~thus clarifying the CEO's role and giving the Board and CEO an opportunity to jointly identify immediate priorities among the CEO's many responsibilities. Evaluations also should help the Board to monitor progress toward established goals and to set reasonable criteria for and serve as a basis for making decisions about salary increases and/or~~ contract employment agreement renewal/extension.

#### Performance ~~Objectives~~ Criteria:

~~Each year,~~Every year, the Board and CEO shall engage in strategic planning to establish a limited number of ~~objectives goals, which shall be used to rate and evaluate the CEO's performance. These~~ objectives and strategies, which shall be used to rate and evaluate the CEO's performance.

~~shall reflect established goals and needs of the Foundation with regard to critical areas such as the educational program, personnel, operations, management, community relations, Board / CEO relations, and professional leadership. For each objective, the Board and CEO shall identify, in writing, the activities to be performed, expected results and timelines, and resources or constraints which may affect achievement.~~

#### Evaluation Process:

The Board and CEO shall annually consider what evaluation method(s) will best serve the LCER and agree on the specific written instrument to be used. Prior to the evaluation, the CEO shall be responsible for preparing and distributing to the Board for its review a progress report that contains a summary of progress toward Board goals and objectives, the CEO's self-appraisal of accomplishments and performance, and a review of action taken to address any Board recommendations from the previous evaluation. The Board shall also review the CEO's current employment agreement, job description and any relevant Board policies.

~~By May 15 of each year, the~~Each Board member shall independently evaluate~~rate~~ the CEO's performance ~~in each performance objective using the agreed upon evaluation instrument. T~~The Board shall meet in closed session ~~of the Board's Personnel Committee to discuss these evaluations. The Board shall examine all Board members' ratings and comments for each performance criteria. The Board Chairperson or designee shall bring the Board to and reach a consensus~~ consensus on a rating and narrative to support ~~upon each performance criteria and overall evaluation. objective. The Chairperson of the Personnel Committee or designee shall~~ The Board Chairperson or designee shall then then develop a provide an ~~single~~ Evaluation and Summary Report to the CEO. ~~illustrating the Board's collective judgment of each objective and provide a copy to the CEO. The Chairperson of the Personnel Committee or designee shall also provide to the CEO the evaluations with a separate document containing all written comments~~ intact~~submitted by individual Board members. This document shall not be placed in the CEO's personnel file.~~

Prior to the next regularly scheduled Board meeting, the CEO shall have the opportunity to review and discuss the Evaluation and Summary Report with the Board Chairperson or designee. By June 15 of each year, tThe Board shall meet with the CEO in closed session of the regularly scheduled ~~Foundation~~ Board meeting ~~with the CEO~~ to discuss the Evaluation and Summary Report~~evaluation and to identify goals and objectives for the~~

~~next year. The CEO shall have the opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional evidence of his/her performance to be considered by the Board. After considering the CEO's response, the Board shall reach a decision to be reflected on a final Evaluation and Summary Report, if needed. The CEO and Board members-Chairperson will shall agree upon and sign an the final Evaluation and Summary Report. evaluation summary.~~ The CEO will have the right to ~~make an oral and/or attach a~~ written response to the evaluation. The CEO shall place the evaluation in his/her personnel file.

Additional evaluations may be arranged at any time during the school year at the request of either the Board Chairperson or the CEO.



## **Lewis Center for Educational Research**

**BP 2140:        ADMINISTRATION  
                  EVALUATION OF THE PRESIDENT/  
                  CHIEF EXECUTIVE OFFICER**

**Adopted:        September 5, 2002**

**Revised: June 8, 2015**

The Board of Directors ("Board") for the Lewis Center for Educational Research ("LCER") believes that an annual evaluation of the President/Chief Executive Officer's ("CEO") performance serves to monitor and measure the organization's progress toward established goals and objectives and strengthens working relationships between the CEO and the Board. The Board's evaluation shall provide commendations in areas of strength, provide recommendations for improving effectiveness, and serve as a basis for making decisions about salary increases and/or employment agreement renewal.

Performance Criteria:

Every year, the Board and CEO shall engage in strategic planning to establish a limited number of goals, objectives and strategies, which shall be used to rate and evaluate the CEO's performance.

Evaluation Process:

The Board and CEO shall annually consider what evaluation method(s) will best serve the LCER and agree on the specific written instrument to be used. Prior to the evaluation, the CEO shall be responsible for preparing and distributing to the Board for its review a progress report that contains a summary of progress toward Board goals and objectives, the CEO's self-appraisal of accomplishments and performance, and a review of action taken to address any Board recommendations from the previous evaluation. The Board shall also review the CEO's current employment agreement, job description and any relevant Board policies.

Each Board member shall independently evaluate the CEO's performance using the agreed upon evaluation instrument. The Board shall meet in closed session to discuss all Board members' ratings and comments for each performance criteria. The Board Chairperson or designee shall bring the Board to consensus on a rating and narrative to support each performance criteria and overall evaluation. The Board Chairperson or designee shall then provide an Evaluation and Summary Report to the CEO. Prior to the next regularly scheduled Board meeting, the CEO shall have the opportunity to review and discuss the Evaluation and Summary Report with the Board Chairperson or designee. The Board shall meet with the CEO in closed session of the regularly scheduled Board meeting to discuss the Evaluation and Summary Report. The CEO shall have the opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional evidence of his/her performance to be considered by the Board. After considering the CEO's response, the Board shall reach a decision to be reflected on a final Evaluation and Summary Report, if needed. The CEO and Board Chairperson will sign the final Evaluation and Summary Report. The CEO will have the right to attach a written response to the evaluation. The CEO shall place the evaluation in his/her personnel file.

Additional evaluations may be arranged at any time during the school year at the request of either the Board Chairperson or the CEO.

## Lewis Center for Educational Research

**BP 2210: ADMINISTRATION  
ADMINISTRATIVE ~~LEEWAY-DISCRETION~~ IN ABSENCE OF  
GOVERNING  
BOARD POLICY**

The Board of Directors ("Board") for the Lewis Center for Educational Research ("LCER") desires to be proactive in communicating its philosophy, priorities, and expectations for the LCER; clarifying the roles and responsibilities of the Board, President/Chief Executive Officer ("CEO"), and other senior administrators; and setting direction for the LCER through written policies.

However, the Board recognizes that, in the course of operating LCER schools or programs, situations may arise which may not be addressed in written policies. In any situation in which immediate action is needed to avoid any risk to the safety or security of LCER students, staff, or property or disruption to student learning, the CEO or designee shall have the authority to act on behalf of the LCER. As necessary the CEO or designee shall consult with other LCER staff, including legal counsel, regarding the exercise of this authority. ~~The President / Chief Executive Officer ("CEO") or designee shall have the power to act, within the parameters of law, in cases where action must be taken and where the Foundation Board of Directors ("Board") has not provided guidelines for administrative action.~~ If the action necessitates addition or revision of policies, the CEO or designee shall make the necessary recommendations to the Board.

~~It shall be the duty of t~~The CEO or designee shall notify to keep the Chairperson of the Board apprised of any action taken in emergency situations as soon as practicable after he/she exercises this authority. its occurrence and certainly prior to the Board's next regular meeting. ~~The Board Chairperson and the CEO shall schedule a review of the action at the next regular Board meeting.~~ If the action indicates the need for additions or revisions to Board policies, the CEO or designee shall make the necessary recommendations to the Board.

## **Lewis Center for Educational Research**

**BP 2210:        ADMINISTRATION  
ADMINISTRATIVE DISCRETION IN ABSENCE OF  
BOARD POLICY**

**Adopted:        September 5, 2002**

**Revised:        June 8, 2015**

The Board of Directors (“Board”) for the Lewis Center for Educational Research (“LCER”) desires to be proactive in communicating its philosophy, priorities, and expectations for the LCER; clarifying the roles and responsibilities of the Board, President/Chief Executive Officer (“CEO”), and other senior administrators; and setting direction for the LCER through written policies.

However, the Board recognizes that, in the course of operating LCER schools or programs, situations may arise which may not be addressed in written policies. In any situation in which immediate action is needed to avoid any risk to the safety or security of LCER students, staff, or property or disruption to student learning, the CEO or designee shall have the authority to act on behalf of the LCER. As necessary the CEO or designee shall consult with other LCER staff, including legal counsel, regarding the exercise of this authority. If the action necessitates addition or revision of policies, the CEO or designee shall make the necessary recommendations to the Board.

The CEO or designee shall notify the Chairperson of the Board as soon as practicable after he/she exercises this authority. The Board Chairperson and the CEO shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the CEO or designee shall make the necessary recommendations to the Board.

## **Lewis Center for Educational Research**

**BP 2220:       ADMINISTRATION  
                  ADMINISTRATIVE STAFF ORGANIZATION**

**Adopted:       NEW**

The President/Chief Executive Officer's ("CEO") shall organize the administrative staff in a manner that best supports the LCER and its educational programs through efficient operations, effective communications and direct assistance to its schools and programs. The CEO shall maintain a current LCER organization chart which designates lines of primary responsibility and the relationships between all LCER positions. Lines of responsibility shall in no way prevent staff members at all levels from collaborating, communicating and cooperating to develop the best possible programs and provide efficient services. The CEO or designee may adjust staff responsibilities as needed to accommodate the workload and/or individual capabilities.

## **Lewis Center for Educational Research**

**BP 2230:      ADMINISTRATION  
                  ADVISORY AND STAKEHOLDER GROUPS**

**Adopted:      NEW**

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) believes that broad input on LCER operations and policy from staff, parents, guardians, students and members of the public can provide the LCER with a diversity of viewpoints and expertise, help build a sense of ownership of the schools and programs, enhance efficiency and improve communications. As desired, the President/Chief Executive Officer’s (“CEO”) or designee may establish an executive team, administrative councils, task forces, or committees in accordance with law.

The membership, composition and responsibilities of these groups shall be defined by the CEO or designee. The CEO or designee may establish, change or dissolve these groups at his/her discretion. Groups established by the CEO or designee shall act in an advisory capacity unless specifically authorized to act on behalf of the CEO or designee. Advisory groups shall submit their recommendations to the CEO or designee, who may report the recommendations to the Board as appropriate. Expenses incurred for consulting services, materials, travel or other related operations shall be approved by the CEO or designee in advance.

**Lewis Center for Educational Research**

**Board Packet Agenda Items**

Meeting Date: August 12, 2019

**Title:** Board Policy 5031 STUDENTS Staff Student Interaction

**Present as:** Discussion/Action items

**Background:** Policy was revised according to best practices and in accordance with the recommended revisions from our Liability Insurance Carrier, Charter Safe.

**Fiscal Implications (if any):** None

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

**Recommendation:** It is the Executive Team's Recommendation that the revisions to this policy be approved by the LCER Board of Directors

**Respectfully Submitted by:** Stacy Newman, Human Resources Director

## Lewis Center for Educational Research

**BP 5031: STUDENTS  
STAFF STUDENT INTERACTION**

**Adopted: December 13, 2010**

**Revised:**

The Lewis Center for Educational Research (“~~School~~LCER”) recognizes its responsibility to make and enforce all rules and regulations governing student and staff behavior to bring about the safest and most effective learning environment possible. While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff members specifically requests that he or she not be touched, then that request must be honored without question.

### **I. CORPORAL PUNISHMENT**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons, or to prevent damage to property. Excessive force is prohibited.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

#### **A. Examples of PERMITTED actions (NOT corporal punishment)**

1. Stopping a student from fighting with another student;
  2. Defending yourself from physical injury or assault by a student
  3. Forcing a pupil to give up a weapon or dangerous object
  4. Preventing a child from committing an act of vandalism
  5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills
  6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities
- 
- ~~2. Preventing a pupil from committing an act of vandalism;~~
  - ~~3. Defending yourself from physical injury or assault by a student;~~
  - ~~4. Forcing a pupil to give up a weapon or dangerous object;~~
  - ~~5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;~~
  - ~~6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.~~

#### **B. Examples of PROHIBITED actions (corporal punishment)**

1. Hitting, shoving, pushing, taping or physically restraining a student as a means of control;

2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

## II. STAFF/STUDENT INTERACTION

### A. Purpose

It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in current School ethics-related rules and regulations so that the staff of the school will better understand the prohibitions and behavior boundaries incumbent upon them.

The rules of conduct set forth in this policy are not intended to serve as an exhaustive list of requirements, limitations, or prohibitions on staff conduct and activities established by School. Rather, they are intended to:

- (1) Alert staff to some of the more sensitive and often problematic matters involved in faculty/staff-student relationships;
- (2) Specify boundaries related to potentially sexual situations and conduct that is contrary to accepted norms of behavior and in conflict with duties and responsibilities of staff; ~~and~~
- (3) Provide staff with clear guidance in conducting themselves in a manner that reflects high standards of professionalism.

It is important for the School to maintain a school-wide culture in which students and staff understand their responsibility to report misconduct without fearing retaliation from students, staff, or administration. In order to prevent abuse and/or exploitation, students and staff must know that the administration will support them when they report possible misconduct.

Although this policy gives clear direction regarding appropriate conduct between staff and students, each staff member is obligated to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One helpful standard that can be quickly applied when assessing whether your conduct is appropriate is to ask yourself, “*Would I be doing this if the student’s family, or my colleagues or family, were standing next to me?*”

### B. Boundaries

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

### C. Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member’s perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviour is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, inappropriate or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. *Disagreeing with the wording or intent of the established boundaries will be*



considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviour to their daily activities. Although good-natured, heartfelt interaction with students certainly fosters learning, student/staff interactions must always be guided by appropriate boundaries regarding activities, locations, and intentions.

#### ~~D.~~ Duty to Report

~~When any employee becomes aware of another staff member crossing the boundaries specified in this policy, he/she must speak directly to this staff member if the violation appears minor, and/or report the matter immediately to the School administration. If the observed behaviour appears significant, it is the duty of every staff member to immediately report the matter to the School administration. When in doubt, report it to the supervisor. It is the duty of the School administration to thoroughly investigate and remediate the situation as necessary. Employees must also report to the administration any awareness or concern of student behaviour that crosses appropriate boundaries, or where a student appears to be at risk for sexual abuse.~~

#### ~~ED.~~ Unacceptable Behaviors

The following non-exhaustive list of behaviors shall be considered in violation of this policy:

- (a) Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the assigned administrator. It is recommended that any such gifts be filtered through the Vice Principal or Principal along with the rationale therefor-
- (b) Kissing of ~~any~~ ANY kind-
- (c) Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IPE or 5040 Plan.]
- (d) Full frontal or rear hugs and lengthy embraces
- (e) Sitting students on one's lap (grades 3 and above)
- (f) Touching buttocks, thighs, chest or genital area
- (g) Wrestling with students or other staff members except in the context of a formal wrestling program
- (h) Tickling or piggyback rides
- (i) Any form of sexual contact
- (j) Any type of unnecessary physical contact with a student in either a public or private situation-
- (~~dk~~) Intentionally being alone with a student on campus or away from the school-
- (l) Furnishing alcohol, tobacco products, or drugs – or failing to report knowledge of such
- (m) "Dating" or "going out with" a student
- (n) Remarks about physical attributes or physiological development of anyone. This includes comments such as ("Looking fine!" or "Check out that [body part]."
- (o) Taking photographs or videos of students for personal use or posting online other than for school purpose
- (p) Either partially or fully undressing in front of a student or asking a student to undress with the intent to view/expose private body parts
- (q) Leaving the campus alone with a student for lunch
- (r) Sharing a bed, mat, or sleeping bag with a student
- (~~es~~) Making or participating in sexually inappropriate comments-; sSexual jokes or jokes/comments with sexual innuendos, overtones or double-entendres-
- (~~gt~~) Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educatorfor your benefit.
- (~~hu~~) Listening to or telling stories that are sexually oriented-
- (~~vi~~) Discussing inappropriate-your personal troubles or intimate issues with a student in-an attempt to gain their support and understanding-

- (jw) Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior

FE. Unacceptable Behaviors without Parent and Supervisor Permission

The following behavior should only be exercised when a staff member has parent and supervisor permission:

- (a) Giving students a ride to/from school or school activities- without the express, advance written permission of the assigned administrator and the student's parent or legal guardian
- (b) Being alone in a room with a student at the school with the door closed and/or windows blocked from view -
- (c) Allowing students in your home and/or in rooms within your home without a signed parental permission for a pre-planned or pre-communicated educational activity which must include another educator, parent, or designated school volunteer-
- (d) Sending emails, text messages, or letters or posting messages or replies on social networking websites to students if the content is not about school activities-

G. Cautionary Behaviors

~~Staff members should only engage in the following behavior when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to, or immediately after, the occurrence.~~

- ~~(a) Being alone with a student.~~
- ~~(b) Remarks about the physical attributes or development of anyone.~~
- ~~(c) Excessive attention toward a particular student.~~
- ~~(d) Sending emails, text messages, or letters or posting messages or replies on social networking websites to students if the content is not about school activities.~~

HF. Acceptable and Recommended Behaviors

- ~~(a) Getting a parent's written consent for any after school activity.~~
- (a) Pats on the back, high fives, fist bumping, hand slapping and handshakes
- (b) Touching face to check temperature, wipe away a tear, remove hair from face or other similar type of contact
- (c) Touching a student for the purpose of guiding them along a physical path
- (d) Helping a student up after a fall
- (e) Engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid
- (f) Placing TK through second grade students on one's lap for purpose of comforting the child for short duration only
- (g) Holding hands while walking with small children or children with specific disabilities
- (h) Assisting with toileting of small or disabled children in view of another staff member
- (i) Touch required under an IEP or 504 Plan
- (j) Reasonable restraint of a violent person to protect self, other, or property
- (bk) Obtaining formal written pre-approval from your supervisor to take students off school property for activities such as field trips or competitions; including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus-
- (ej) Emails, text messages, phone conversations, and instant other communications to and with students, if permitted, messages to students must be very professional and pertaining to

school activities or classes (communicating shall be initiated via transparent [non-private] school-based technology and equipment)-

- (dl) Keeping the door wide open when alone with a student-
- (em) Keeping reasonable and appropriate space between you ~~and the your~~ students-
- (fn) Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing-
- (go) Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior-
- (hp) Keeping after-class discussions with a student professional and brief-
- (iq) Immediately aAsking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries-
- (jr) Involving your supervisor if conflict arises with the student in discussion
- (k) ~~Informing your supervisor~~ about situations that have the potential to become more severe (including, but not limited to, grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)-
- (s) Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- (t) Making detailed notes about an incident that could evolve into a more serious situation later-
- (mu) Recognizing the responsibility to stop u"Unacceptable bBehaviors" of students and/-or co-workers-
- (nv) ~~Giving students praise and recognition without touching them-~~
- (o) ~~Pats on the back, high fives and handshakes are acceptable-~~
- (pw) Prioritizing Keeping your professional conduct behavior a high priority. during all moments of student contact/interactions
- (qx) Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career-

## G. Duty to Report

When any employee, parent or student becomes aware of another staff member (or volunteer, guest, vendor) crossing the boundaries specified in this policy, or has a suspicion of misconduct, he/she must speak directly to this staff member if the violation appears minor, and/or report the matter immediately to the School administration. If the observed behaviour appears significant, it is the duty of every staff member to immediately report the matter to the School administration. When in doubt, report it to the supervisor. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting of observations falling into the unacceptable range of adult behavior with students is essential to protect students, the staff member, any witnesses, and the school as a whole. It is the duty of the School administration to thoroughly investigate and remediate the situation as necessary. Employees must also report to the administration any awareness or concern of student behaviour that crosses appropriate boundaries, or where a student appears to be at risk for sexual abuse.

## H. Investigating

School administration will promptly investigate and document the investigation of allegation of sexual misconduct or inappropriate behavior, using such staff support or outside assistance, as he/she deems necessary and appropriate under the circumstances, and in accordance with LCER complaint policies. Throughout this fact finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible and insofar as legally possible. Staff members who have violated this policy will be subject to disciplinary action, up to and including, release from at-will employment, and will be reported to authorities as appropriate.

I. Child Abuse/Sexual Abuse Reporting (Mandatory Reporting)

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse, or you reasonably suspect it, **California Penal Code Section 11166 requires YOU to immediately report this information or suspicion directly to a child protective agency or the police.** The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Internal reporting to school administration occurs after the phone-in report. Failure to meet these obligations can result in a monetary fine and/or jail.

## Lewis Center for Educational Research

**BP 5031:      STUDENTS  
                  STAFF STUDENT INTERACTION**

**Adopted:      December 13, 2010**

**Revised: August 12, 2019**

The Lewis Center for Educational Research (“LCER”) recognizes its responsibility to make and enforce all rules and regulations governing student and staff behavior to bring about the safest and most effective learning environment possible. While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff members specifically requests that he or she not be touched, then that request must be honored without question.

### **I.      CORPORAL PUNISHMENT**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, students, staff or other persons, or to prevent damage to property. Excessive force is prohibited.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

#### **A.      Examples of PERMITTED actions (NOT corporal punishment)**

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2.      Defending yourself from physical injury or assault by a student
3.      Forcing a pupil to give up a weapon or dangerous object
4.      Preventing a child from committing an act of vandalism
5.      Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills
6.      Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities

#### **B.      Examples of PROHIBITED actions (corporal punishment)**

1.      Hitting, shoving, pushing, taping or physically restraining a student as a means of control
2.      Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment
3.      Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain

### **II.     STAFF/STUDENT INTERACTION**

#### **A.      Purpose**

It is the purpose of this policy to provide additional specificity to the standards of conduct embodied in current School ethics-related rules and regulations so that the staff of the school will better understand the prohibitions and behavior boundaries incumbent upon them.

The rules of conduct set forth in this policy are not intended to serve as an exhaustive list of requirements, limitations, or prohibitions on staff conduct and activities established by School. Rather, they are intended to:

1. Alert staff to some of the more sensitive and often problematic matters involved in faculty/staff-student relationships
2. Specify boundaries related to potentially sexual situations and conduct that is contrary to accepted norms of behavior and in conflict with duties and responsibilities of staff
3. Provide staff with clear guidance in conducting themselves in a manner that reflects high standards of professionalism

It is important for the School to maintain a school-wide culture in which students and staff understand their responsibility to report misconduct without fearing retaliation from students, staff, or administration. In order to prevent abuse and/or exploitation, students and staff must know that the administration will support them when they report possible misconduct.

Although this policy gives clear direction regarding appropriate conduct between staff and students, each staff member is obligated to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One helpful standard that can be quickly applied when assessing whether your conduct is appropriate is to ask yourself, *“Would I be doing this if the student’s family, or my colleagues or family, were standing next to me?”*

B. Boundaries

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

C. Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member’s perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviour is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, inappropriate or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. *Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes.* Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviour to their daily activities. Although good-natured, heartfelt interaction with students certainly fosters learning, student/staff interactions must always be guided by appropriate boundaries regarding activities, locations, and intentions.

D. Unacceptable Behaviors

The following non-exhaustive list of behaviors shall be considered in violation of this policy:

1. Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the assigned administrator. It is recommended that any such gifts be filtered through the Vice Principal or Principal along with the rationale therefor
2. Kissing of ANY kind
3. Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IPE or 5040 Plan.]
4. Full frontal or rear hugs and lengthy embraces
5. Sitting students on one's lap (grades 3 and above)
6. Touching buttocks, thighs, chest or genital area
7. Wrestling with students or other staff members except in the context of a formal wrestling program
8. Tickling or piggyback rides
9. Any form of sexual contact
10. Any type of unnecessary physical contact with a student in either a public or private situation
11. Intentionally being alone with a student on campus or away from the school
12. Furnishing alcohol, tobacco products, or drugs – or failing to report knowledge of such
13. "Dating" or "going out with" a student
14. Remarks about physical attributes or physiological development of anyone. This includes comments such as ("Looking fine!" or "Check out that [body part]."
15. Taking photographs or videos of students for personal use or posting online other than for school purpose
16. Either partially or fully undressing in front of a student or asking a student to undress with the intent to view/expose private body parts
17. Leaving the campus alone with a student for lunch
18. Sharing a bed, mat, or sleeping bag with a student
19. Making or participating in sexually inappropriate comments; sexual jokes or jokes/comments with sexual innuendos, overtones or double-entendres
20. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
21. Listening to or telling stories that are sexually oriented
22. Discussing your personal troubles or intimate issues with a student
23. Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior

E. Unacceptable Behaviors without Parent and Supervisor Permission

The following behavior should only be exercised when a staff member has parent and supervisor permission:

1. Giving students a ride to/from school or school activities without the express, advance written permission of the assigned administrator and the student's parent or legal guardian
2. Being alone in a room with a student at the school with the door closed and/or windows blocked from view
3. Allowing students in your home and/or in rooms within your home without a signed parental permission for a pre-planned or pre-communicated educational activity which must include another educator, parent, or designated school volunteer
4. Sending emails, text messages, or letters or posting messages or replies on social networking websites to students if the content is not about school activities

F. Acceptable and Recommended Behaviors

1. Pats on the back, high fives, fist bumping, hand slapping and handshakes
2. Touching face to check temperature, wipe away a tear, remove hair from face or other similar type of contact
3. Touching a student for the purpose of guiding them along a physical path
4. Helping a student up after a fall
5. Engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid
6. Placing TK through second grade students on one's lap for purpose of comforting the child for short duration only
7. Holding hands while walking with small children or children with specific disabilities
8. Assisting with toileting of small or disabled children in view of another staff member
9. Touch required under an IEP or 504 Plan
10. Reasonable restraint of a violent person to protect self, other, or property
11. Obtaining formal written pre-approval from your supervisor to take students off school property for activities such as field trips or competitions; including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
12. Emails, text messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communicating shall be initiated via transparent [non-private] school-based technology and equipment)
13. Keeping the door wide open when alone with a student
14. Keeping reasonable and appropriate space between you the students
15. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
16. Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
17. Keeping after-class discussions with a student professional and brief
18. Immediately asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries
19. Involving your supervisor in discussion about situations that have the potential to become more severe (including, but not limited to, grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
20. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
21. Making detailed notes about an incident that could evolve into a more serious situation later
22. Recognizing the responsibility to stop "Unacceptable Behaviors" of students and/or co-workers
23. Prioritizing professional behavior during all moments of student contact/interactions
24. Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career

G. Duty to Report

When any employee, parent or student becomes aware of another staff member (or volunteer, guest, vendor) crossing the boundaries specified in this policy, or has a suspicion of misconduct, he/she must report the matter immediately to the School administration. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting of observations falling into the unacceptable range of adult behavior with students is essential to protect students, the staff member, any witnesses, and the school as a whole. It is the duty of School administration to thoroughly investigate and remediate the situation as necessary. Employees must also report to the administration any awareness or concern of student behavior that crosses appropriate boundaries, or where a student appears to be at risk for sexual abuse.



## H. Investigating

School administration will promptly investigate and document the investigation of allegation of sexual misconduct or inappropriate behavior, using such staff support or outside assistance, as he/she deems necessary and appropriate under the circumstances, and in accordance with LCER complaint policies. Throughout this fact finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible and insofar as legally possible. Staff members who have violated this policy will be subject to disciplinary action, up to and including, release from at-will employment, and will be reported to authorities as appropriate.

## I. Child Abuse/Sexual Abuse Reporting (Mandatory Reporting)

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse, or you reasonably suspect it, **California Penal Code Section 11166 requires YOU to immediately report this information or suspicion directly to a child protective agency or the police.** The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Internal reporting to school administration occurs after the phone-in report. Failure to meet these obligations can result in a monetary fine and/or jail.

**Lewis Center for Educational Research  
STAFF REPORT**

Date: August 12, 2019  
To: LCER Board of Directors  
From: Lisa Lamb  
Re: President/CEO Report

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

Ongoing

The Finance Office is fast at work closing the 2018/2019 school year. We are planning to have all reports and financial set-ups completed to close our unaudited accounts by August 22nd. In communication with our authorizers and our audit team, we are discussing the ability to separate our schools in the annual audit to help with our authorizers request of financial transparency. This request will also support the separation of our financials with our new financing structure of the Bonds we are going to market for.

Budget

As we start the new fiscal year, we are quickly reminded how the State of California will make changes, both in the good and bad. During May Revision of the Governor's Budget, we were informed of additional funding towards reducing the CalSTRS employer contribution from 18.1% to 16.7%. Unfortunately, while there was a decrease in employer contribution rate, it was approved at the rate of 17.1%. The good news though is, CalPERS was budgeted at the rate of 20.733%, but once the CalPERS Board reviewed the State funding to reduce employer contributions, it was voted and approved a reduction in employer rate to 19.721%. We will address these changes during the 1st Interim reporting period.

NSLA Campus Financing

This summer we have met many great milestones in the process towards Financing the new NSLA Campus. With the support of John Phan, we have interviewed a number of Underwriting Firms and selected 2 great teams, BB&T and RBC. This team will help us through the steps from refinancing our current debt that is cross collateralized across the entire organization into a bond for AAE specific and then finance our new development for NSLA. Once the Underwriters were selected, we have now rounded out our entire financing team with bringing, Kutak Rock, YM&C, and others into the group to be able to have the best financing options available for our schools.

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

The Facilities crews at both campuses have been hard at work all summer. Their efforts are commendable and show their commitment to our staff and students. They completed a long list of projects which are summarized below:

## AAE

- North Campus grading-- Waiting on permits from the city
- 3 Portables to be removed as sold for \$3600
- HVAC Needs @AAE
- 2 HVAC units working with support - with the expectation to replace during the summer
- All Coils and Filters
  - Classrooms cleaned and replaced in July
  - All Offices cleaned and replaced in June or as needed Repair, paint and complete the finishing around all replaced HVAC units from this school year. 7/11
- Striping of the Parking Lot - Red Curbs, Arrows for direction, Parking Stalls
- E-101 Wall enclosure 7/11
- Gym Conference Room Painting and add chair rail.
- Gym Floor Stripped and repolished

## NSLA:

- Pest control vendor sprayed over the summer and will continue to externally monthly on a weekend.
- Purchased a new water station for staff lounge
- Sheds - Sold to AAE ASB, Leslie Butler (2), and Rodolfo Remigio waiting on pick up
- Deep Cleaning - Outside Vendor
  - Carpet Shampooing
  - Cafeteria Floor scrubbing
  - All Bathrooms (Floor to Ceiling) Windows and sills Pressure Washed all Campus Areas including Ramps
- Repair, reinforce and inspect all Ramps- in progress 80% completed
- HVAC Filter replacement and Coil Cleaning
- Inspected and Cleaned all Roof Areas of debris and areas of concern for repair including inspecting rain gutters - Every break
- Repaired leak in the water pipe to the D wing bathroom
- Installed partition expansion in Womens Restroom in Office.
- Installed partition panels for warped sections in student restroom.
- Painted Cafeteria Walls

## Local Programs Facilities

Amy Ritter, Local Outreach Coordinator, received a \$5,000 grant from Lowe's to support the restoration of trails leading to Mineral City and out to the archaeological site. These funds will also be used to do some smaller projects within the town. Our Facilities Department will work closely with Local Outreach volunteers to complete this work.

We are currently working with the Goldstone staff and Apple Valley Unified School District to prepare the Apple Valley Center for Innovation campus for future program expansion, including the delivery of the Science on a Sphere by NASA Headquarters. This sphere is 68" and currently has over 1,000 programs to teach K-12 scientific concepts. The Science on a Sphere will be incorporated into teacher professional development and student field trips, as well as future public access. The LCER Foundation will support the renovations in Room 3 to accommodate the installation of the sphere in mid-September. The sphere and supporting equipment are valued at over \$45,000. This opportunity was made possible through our long-standing GAVRT partnership.

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

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

Heather Juarez, LCER Assessment and Program Coordinator, will be giving an overview of the CAASPP results in August. A more detailed presentation will be given once the California Accountability Dashboard is updated (tentatively scheduled for the regularly scheduled September board meeting).

AAE utilized College Readiness Block Grant funds this year to supplement the out-of-pocket costs for students taking the AP tests. All students (except those who qualified for fee reduction) paid \$50 per exam. The total fee is \$94 per exam with the Capstone AP exam costing \$142. The total amount out of the block grant used to offset these fees was \$7,113. As a result, participation rates in AP tests dramatically increased from 37% to 95%. Future budget considerations will be made within the LCAP to continue to support this funding. Another positive effect of this budget allocation is that enrollment in specific AP courses has doubled.

School administrators from both sites met to review attendance, discipline and the comprehensive safety plan.

**Academic Goals for 2019-2020 SY**

**AAE:**

- Implement newly adopted Ready Math Curriculum K-5
- Implement Orton-Gillingham early literacy strategies in K-2 and elementary SPED classes
- Increase AP exam participation and passing rates through professional development and new curriculum adoption
- Ongoing Professional Development in identified areas of need based on data analysis

**Progress toward goals:**

- Ready Math Curriculum was adopted for elementary grades
- The diagnostic assessment (universal screener) moved to iReady Reading and Math to replace STAR Reading and Math
- A full-day of Ready Math Curriculum training was held for elementary teachers on August 1.
- 2019 AP exam participation rate was 91%, passing rate was 47%
- Two new AP courses were added for 2019-2020: AP Spanish and AP Capstone Research
- All AP teachers attended a full three-day AP training over the summer.
- New AP curriculum purchased for three courses.
- Positive Prevention Plus Sexual Health Education Curriculum adopted in compliance with the California Healthy Youth Act (AB 329). This content will be taught in 7<sup>th</sup> and 9<sup>th</sup> grades.
- Positive Prevention Plus Sexual Health Education Curriculum training for teachers scheduled for August 19-20 in conjunction with AVUSD.

**NSLA:**

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

- Positive Prevention Plus Sexual Health Education Curriculum will be adopted in compliance with the California Healthy Youth Act (AB 329). This content will be taught in 6-8<sup>th</sup> grades.

Progress Toward Goals:

- Administration will provide Middle School teams with more structured planning days
- Increase in Instructional minutes for grades 6-8 beginning in 2019-2020
- Grade level teams will continue to attend NGSS trainings at AVCI
- NSLA Science Committee has written a science vision for NSLA
- NSLA Science Committee has presented at staff meeting and shared resources and ideas that can be implemented in the classroom
- NSLA admin, in collaboration with the Director of Fiscal Services, will determine budget expenditures that will support with the ongoing SWUN professional development and coaching
- NSLA will meet with publishers to learn about different NGSS frameworks/curriculum that will be most effective in Dual Language Classrooms
- NSLA conference attendee will visit NGSS curriculum vendors/publishers to research curriculum
- NSLA admin, in collaboration with the Director of Fiscal Services, will determine budget expenditures that will support with the ongoing GLAD professional development

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

LCER

HR processed 88 new hire, reclassification, or separations over the summer. Currently, we are still working to fill the following positions: LCER Groundskeeper, AAE Speech Language Pathologist, NSLA Art Enrichment Instructional Assistant, AAE Kinder Aide, LCER Mission Control Operator, and AAE CDO.

The LCER selected Ryan Chamberlain as the Manager of Maintenance and Operations. He brings a wealth of facilities management experience and has been actively involved on all three campuses (AAE, NSLA, AVCI) this summer.

AAE

AAE selected Sally Ritchie as the new Middle/High School Vice Principal. Mrs. Ritchie brings with her a strong knowledge of special education needs, a background in law enforcement and many years of successful classroom teaching experience. AAE also hired Humberto Ramos as the new Athletic Director/PE Teacher. Due to promotions, retirements and relocations at the end of last school year, AAE also filled 10 teaching positions this year.

NSLA

Key positions filled at NSLA over the summer were Administrative Assistant, Registrar/Attendance, 3rd grade Teacher, and School Psychologist Intern. Dr. Elizabeth Chronister, the new NSLA TK-8 Vice Principal, has rounded out the current administrative team. The Personnel Task Force Committee is continuing to evaluate classified office positions and establish a plan and timeline for growth. These decisions will be considered in budget considerations for the out years.

Ongoing

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

of classified positions. Current recruitment efforts include: Instructional Assistant, Art Enrichment Instructional Assistant, Cross Country Coach, Volleyball Coach and Mission Control Operator.

New teachers, their coaches/mentors, and administration attended the end-of-year induction colloquium to celebrate their progress toward obtaining their clear teaching credential.

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

HR held new staff orientations at both sites. Continued efforts are made to work closely with school staff to ensure the onboarding process is as productive and engaging as possible.

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

The Lewis Center held its Annual Back to School Joint all staff meeting on Friday, August 2nd in San Bernardino. Training topics included: Student/Staff Interaction, AED Use, and Seizure Response. We also discussed the importance of charter schools, what makes the Lewis Center unique and special, organizational goals, and newsworthy programs at both of our campuses. This is the second year that we have brought the entire staff together for this meeting, and the response was positive regarding the format and content.

The Board/Executive Team's Annual Strategic Planning is scheduled for August 9th. We are looking forward to this time to reflect upon our progress toward our goals and defining goals for this academic year. Additionally, we will have workshops regarding the development and financing of the Norton Campus expansion project.

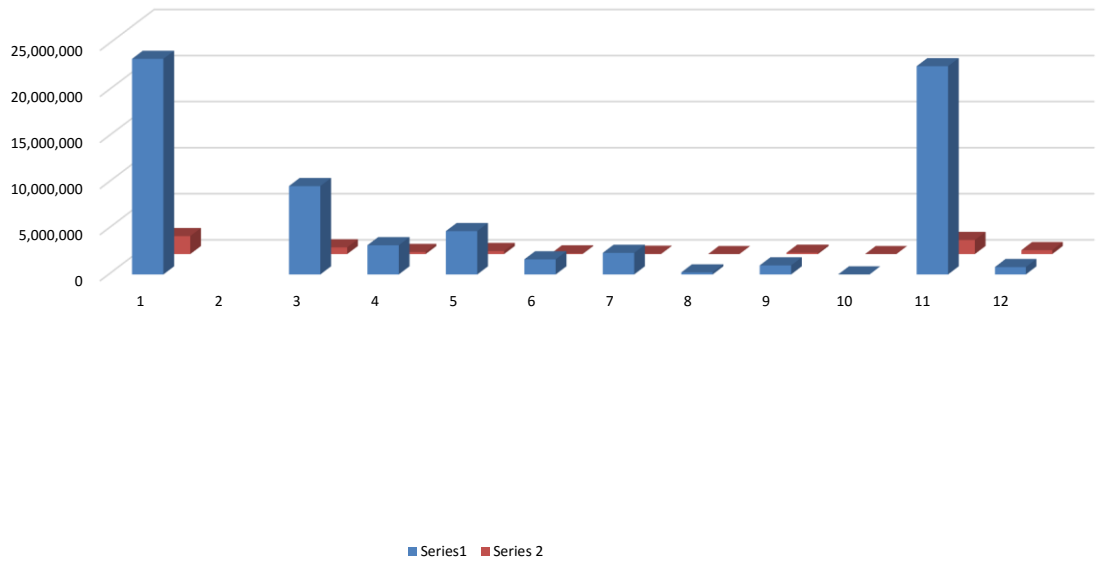
The High Desert Partnership in Academic Excellence Foundation, Inc.  
 Check/Voucher Register - Board Report - 10K  
 From 6/1/2019 Through 7/31/2019

<u>Effective D...</u>	<u>Check Nu...</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Transaction Description</u>
6/4/2019	42786	SBCSS	63,623.39	NSAA STRS contributions for May
6/4/2019		SBCSS	128,110.18	LCER/AAE - STRS contributions for May
6/4/2019	42812	SBCSS	22,910.20	NSAA PERS contributions for May
6/4/2019		SBCSS	50,308.22	LCER/AAE - PERS contributions for May
6/6/2019	42818	AP Exams	15,529.00	AP Testing for AAE
6/14/2019	405		377,028.20	Group: Payroll; Pay Date: 6/14/2019
6/17/2019	42830	SISC	177,225.25	Health Coverage for June 2019
6/20/2019	42831	CharterSAFE	78,029.00	Insurance Deposit for 2019/20 School Year
6/28/2019	409		355,035.81	Group: Payroll; Pay Date: 6/28/2019
6/28/2019	42849	Dean Howard Heat & A...	13,105.00	Replacement of 2 Eubanks AC /Heat Pump Units
6/28/2019	42894	SBCSS	16,500.00	PO# 1819-0611-AAE
7/1/2019	42930	SBCSS	21,034.74	NSAA PERS contributions for June
7/1/2019		SBCSS	49,639.04	LCER/AAE - PERS contributions for June
7/1/2019	42933	SBCSS	64,381.22	NSAA STRS contributions for June
7/1/2019		SBCSS	126,246.17	LCER/AAE - STRS contributions for June
7/9/2019	42939	Abila	12,067.00	Account # 13850 - MIP FA foe the 2019/2020 School Year
7/11/2019	25592	Lewis Center for Ed Re...	212,000.00	Transfer funds from DCB Checking to Union Checking
7/12/2019	42943	Liberty Utilities	10,501.98	Acct# 084800 - Elem Playfield
7/12/2019	42957	SISC	178,204.70	Health Coverage for July 2019
7/12/2019	42960	Xerox Financial Services	54,604.48	Contract # 020-0036039-001 - Buyout for the Xerox Contract
7/15/2019	411		352,526.16	Group: Payroll; Pay Date: 7/15/2019
7/30/2019	42999	JAMF Software	24,150.00	PO# 20-00005-IT-S EDU JAMF pro
7/30/2019	43001	Jostens	11,096.83	PO# 1819-1185-AAE - High School Yearbook for AAE
7/30/2019	43031	SBCSS	76,073.13	2018/2019 Charter School Oversight Fees
7/30/2019	43051	Wells Fargo Vendor Fi...	54,787.81	PO# 20-1003-IT-O
7/31/2019	413		345,769.88	Group: Payroll; Pay Date: 7/31/2019
Report Total			2,890,487.39	

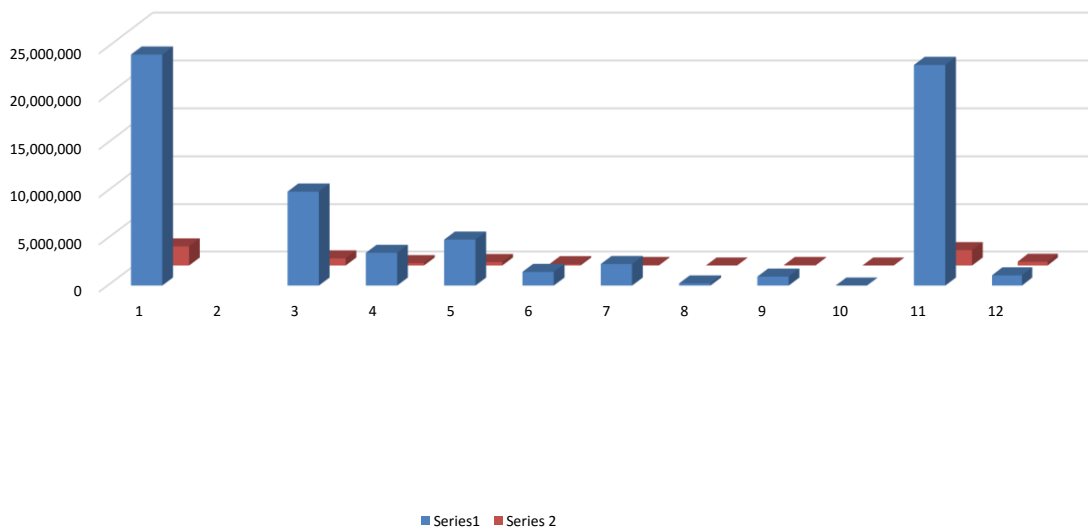




2018-19



2019-20



**LEWIS CENTER FOUNDATION  
COMBINED BALANCE SHEET AND INCOME STATEMENT  
June 1 - June 30, 2019**

**CHECKING (LEWIS CENTER FOUNDATION)**

<b>Beginning Balance</b>		<b>\$22,498.10</b>
<b>Revenue</b>		
2019 Annual Gala Tickets, Ads, Sponsorships and Donations	\$0.00	
Online Donation - AAE Perfect Attendance Program	\$2,482.10	
<i>Total</i>	\$2,482.10	
<b>Expenditures</b>		
Visa - Hilton Garden Inn - 2019 Annual Gala	\$1,386.00	
Bear Valley Party Rentals - 2019 Annual Gala	\$181.88	
Transfer to Savings by Error	\$21,800.00	
<i>Total</i>	\$23,367.88	
<b>Ending Balance</b>	<i>Total</i>	<b>\$1,612.32</b>

**SAVINGS (LEWIS CENTER FOUNDATION)**

<b>Beginning Balance</b>		
Restricted Funds - AAE Capital Campaign		\$88,088.20
Restricted Funds- NSLA Capital Campaign		\$23,505.05
Restricted Funds - Davis Endowment		\$12,019.15
Restricted Funds - HiDAS Endowment		\$64,521.71
Restricted Funds - Scholarships		\$48,513.71
Unrestricted Funds		\$94,917.00
		<b>\$331,564.81</b>
<b>Revenue</b>		
SLT Scholarship	\$1,300.00	
AAE Staff Scholarship	\$235.00	
Transfer from Checking to Savings by error	\$21,800.00	
Interest	\$25.69	
<i>Total</i>	\$23,360.69	
<b>Expenditures</b>		
<i>Total</i>	\$0.00	
<b>Ending Balance</b>		
Restricted Funds - AAE Capital Campaign		\$88,097.44
Restricted Funds - NSLA Capital Campaign		\$23,507.10
Restricted Funds - Davis Endowment		\$12,020.17
Restricted Funds - HiDAS Endowment		\$64,527.88
Restricted Funds - Scholarships		\$50,051.79
Unrestricted Funds		\$116,721.11
	<i>Total</i>	<b>\$354,925.50</b>
<b><i>Total Checking and Savings</i></b>		<b>\$356,537.82</b>

**LCER Board Meetings  
Attendance Log 2019**

	<b>February Regular</b>	<b>March Regular</b>	<b>April Regular</b>	<b>May Regular</b>	<b>June Regular</b>	<b>August Regular</b>	<b>Sept. Regular</b>	<b>Oct Regular</b>	<b>Nov Regular</b>	<b>Dec Regular</b>	<b>TOTAL REGULAR</b>

Duberly Beck	Present	Present	Present	Present	Present						100%
Jim Morris	Present	Present	Present	Present	Present						100%
Sharon Page	Present	Present	Present	Present	Present						100%
Jessica Rodriguez			Present	Present	Present						100%
Rick Wolf	Present	Present	Present	Present	Present						100%
Pat Caldwell	Present	Present	Absent	Present	Present						80%
Omari Onyango	Present	Absent	Present	Present	Present						80%
David Rib	Absent	Present	Present	Present	Present						80%
Marcia Vargas	Present	Present	Present	Absent	Absent						60%

	<b>Jan. 24 Special</b>	<b>Feb. 25 Special</b>	<b>June 6 Special</b>	<b>June 18 Special</b>			<b>TOTAL SPECIAL</b>
Duberly Beck	Present	Present	Present	Present			100%
Sharon Page	Present	Present	Present	Present			100%
Jessica Rodriguez			Present	Present			100%
Pat Caldwell	Absent	Present	Present	Present			75%
Omari Onyango	Absent	Present	Present	Absent			50%
David Rib	Present	Absent	Absent	Present			50%
Marcia Vargas	Present	Present	Absent	Absent			50%
Rick Wolf	Present	Present	Absent	Absent			50%
Jim Morris	Absent	Absent	Present	Absent			25%

**LCER Board Give and Get**  
**Current Fiscal Year 2018 /2019**

<b>Member</b>	<b>Give</b>	<b>Get</b>	<b>In-kind</b>	<b>Total</b>
Duberly Beck	\$ 2,485			\$ 2,485
Pat Caldwell	\$ 232	\$ 1,000		\$ 1,232
Kirtland Mahlum	\$ 460			\$ 460
James Morris	\$ 946			\$ 946
Omari Onyango	\$ 450			\$ 450
Sharon Page	\$ 515			\$ 515
Kevin Porter	\$ 317	\$ 1,300		\$ 1,617
Jessica Rodriguez	\$ 20			\$ 20
David Rib	\$ 90	\$ 5,000		\$ 5,090
Marcia Vargas	\$ 5,260			\$ 5,260
Rick Wolf				\$ -
<b>Total</b>	<b>\$ 10,775</b>	<b>\$ 7,300</b>	<b>\$ -</b>	<b>\$ 18,075</b>



# Apple Valley Unified School District

BOARD OF TRUSTEES:

Dennis K. Bender • Donna Davis • Maria Okpara • Rick Roelle • Wilson F. So

SUPERINTENDENT  
Trenae Nelson

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**REVISED**

July 12, 2019

Lisa Lamb  
Academy for Academic Excellence  
17500 Mana Road  
Apple Valley, CA 92307

RE: The Academy for Academic Excellence (AAE) Budget for Fiscal Year 2019-2020

Dear Ms. Lamb:

Pursuant to Education Codes §47604.32 and §47604.33, the Office of the Assistant Superintendent of Administrative Services for the Apple Valley Unified School District has reviewed the Budget submitted by the Academy for Academic Excellence (AAE), for the period of July 1, 2019 through June 30, 2020. This review included an analysis of the Academy's projected revenues, expenditures, fund balance, estimated average daily attendance (ADA), and multi-year financial projections. *The following are our notes:*

**Revenue Projections** (Note: The AAE reports only those revenues received from the State of California, or its agencies, within their financial statements.)

- The AAE receives the majority of their funding from the State of California. The main source of revenue is now through the Local Control Funding Formula (LCFF). The majority of funds come from State revenues, with a portion of that revenue based on property tax (In-Lieu Property Tax). Therefore, with AAE's State funding revenue projection of \$9,171,021, Education Protection Account Revenue of \$2,188,664, and an In-Lieu Property Tax revenue projection of \$1,416,639, the total 2019-20 Local Control Funding Formula entitlement for AAE is projected to be \$12,776,324.

Other AAE revenue resources include: Federal funds, Lottery, and AB 602 Special Education funding. The combined total of the secondary revenue resources is projected to be \$1,814,807. Therefore, AAE's total projected revenue for the 2019-20 school year is \$14,591,131.

As noted earlier, the State funded revenue is paid directly to AAE; however, the In-Lieu Property Tax revenue is passed through AVUSD to AAE on a monthly basis. (Note: The District currently withholds 1% of the In-Lieu Property Tax revenue that is passed through to AAE for oversight purposes. It is estimated that AVUSD will receive \$14,166 in the 2019-20 school year.)

- The AAE Charter is projecting a 3.26% COLA increase in the LCFF Target Grade Span Grants for the 2019-20 school year, and a 3.00% COLA increase for 2020-21. These increases are in line with the Department of Finance projections for the LCFF.

### **Expenditure Projections**

- Expenditures are projected to fall within the projected revenues for 2019-20, creating a projected surplus of \$324,527. These expenditures include: salary and benefits costs; supplies, services and capital outlay.

The AAE's budget no longer appears to be continuing with the assumption that additional contributions from the Foundation will be forthcoming for future expenditures. It is to be noted that the Foundation has historically funded any shortfall of revenues in AAE financial records on an annual basis, or more often, if needed.

### **Average Daily Attendance (ADA) Projections**

- The AAE Charter has projected the 2019-20 ADA to 1,394.20, a 0% increase. AAE estimates a 0% increase for the 2020-21 and a .22% increase for the 2021-22 school year.

Enrollment is projected to be 1,422 students for the 2019-20 school year, increasing to 1,459 for the 2020-21 and 1,462 for the 2021-22 school years. If the enrollment and subsequent budgeted ADA does not materialize, AAE will need to revise their budget accordingly.

### **Multi-Year Projections**

- Due to the current economic issues at both the State and Federal levels, it is important that the AAE Charter Board and AAE administration closely monitor and manage the Charter's financial resources. The economic recovery in California is a slow recovery and continues to be threatened on the national and global level. The new administration has continued support for the LCFF, but has limited LCFF growth to COLA only. Close monitoring of their financial condition will be necessary, including monthly cash flow reviews to ensure the maintenance of a positive cash condition.

### **Cash Flow**

- Again, due to the current economic issues at both the State and Federal levels, it is important that the AAE Charter Board and AAE Administration carefully analyze, project and monitor cash inflows and out flows. The current expenditure projections submitted, as they relate to cash flow, are currently spread over 12 equal payments of 8.33% of the budgeted expenditures submitted, with \$0 in liabilities at budget year end. It should be noted that this is not an accurate estimate of how expenditures are actually paid throughout the year. It is recommended that AAE further analyze their cash flows to bring them more in line with historical timing of expenditures.

## Conclusion

- AAE has succeeded in reducing the contributions from the Foundation in recent years, and eliminating projected contributions with the implementation of the LCFF. However, with the uncertainty of the LCFF and ensuing school finance reform, the AAE will need to closely monitor its financial and cash positions. Should the AAE require continued assistance from the Foundation and the Foundation is not successful in continuing to provide financial contributions to meet the needs of AAE operations, it will be necessary to make budgetary adjustments to ensure the financial solvency of the AAE Charter School.

Based on our analysis of the projections provided, the Academy for Academic Excellence should meet its financial obligations for the budgeted year, and two subsequent years.

Please be advised of the financial reporting requirements for Charter Schools. Since January 1, 2004, and pursuant to Education Code §47604.32 and §47604.33, Charter Schools have been required to submit budgets, interim reports and final end-of-fiscal-year unaudited financial reports to the chartering agency for review. It is the chartering agency's responsibility to monitor the fiscal condition of each Charter School under its authority.

Sincerely,



Matthew Schulenberg  
Assistant Superintendent, Administrative Services

MS:cz

c: Annette Baker, Business Services Advisor  
SBCSS – Business Advisory Services