High Desert "Partnership in Academic Excellence" Foundation, Inc. dba
LEWIS CENTER FOR EDUCATIONAL RESEARCH
Regular Board Meeting Agenda
08/17/2026 - 04:30 PM
Meeting at: 17500 Mana Rd. Apple Valley, CA (Multipurpose Room);
230 S. Waterman Ave. San Bernardino, CA (Multipurpose Room)
Additional Locations: 737 W Citrus St. Colton, CA; 4110 Berryman Ave. Los Angeles, CA;
31853 Temecula Pkwy, Temecula, CA 92592

AGENDA

Join Meeting or
Dial In: (562) 247-8422 Access Code: 368-951-363

1. OPENING ITEMS

.01 Call to Order and Pledge of Allegiance

.02 Roll Call

.03 Adoption of the Agenda

2. APPROVAL OF MINUTES

.01 Approval of the Minutes of the Regular Board Meeting Held June 8, 2026 - (pg. 3)

3. RECOGNITIONS / SPECIAL PRESENTATIONS

.01 LCER Ambassador's Student Update

.02 AAE Principal's School Update – Principal Richards

.03 NSLA Principal's School Update – Principal Agosto

4. 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 and/or 250 words per person and 15 minutes per topic shall be observed. If more than one person wishes to speak on the same topic, subsequent speakers should limit their remarks to new information only. If you are attending virtually and wish to send in a public comment to be read at this meeting, please complete a "Registration Card to Address the Board" (located on the website) and email it to the Secretary at lcerboard@lcer.org. Your comment will be read at the meeting during public comments or as the agenda item is heard.

5. CONSENT ITEMS

.01 Approve AAE ASB and Student Activities Spending Plans – (pg. 6)

.02 Approve NSLA Curriculum List for Upcoming Williams Visit – (pg. 8)

.03 Approve Overnight Field Trip to Colegio Concepcion, Chile, October 7-16, 2026 – (pg. 14)

6. DISCUSSION/ACTION ITEMS

.01 Lewis Center Foundation Board Update – Marisol Sanchez, Foundation Board Chairman

- Annual Gala – September 12th at the Mitten Building in Redlands, Ca.

.02 Appoint Nominating Committee

.03 Discuss AAE's Moody Rating – (pg. 17)

.04 Discuss and Approve NSLA Charter Renewal Updates and Renewal Submission – (pg. 32)

.05 Discuss and Approve Charter Property Solutions (CSPS) at AAE – (pg. 34)

.06 Discuss and Approve Charter Property Solutions (CSPS) at NSLA - (pg. 52)

7. INFORMATION INCLUDED IN PACKET

.01 Grant Tracking Report – (pg. 69)

.02 LCER Financial Reports

- Checks Over $10K – (pg. 70)
- Budget Comparisons – (pg. 71)
- Lewis Center Foundation Financial Reports – (pg. 72)

.03 AAE and NSLA Cash Management Data Collection for Categorical Funds – (pg. 75)

.04 LCER Board Attendance Log – (pg. 79)

.05 LCER Board/Lewis Center Foundation Give & Get – (pg. 80)

.06 NSLA Williams Monitoring Process – Fourth Quarterly Reporting – (pg. 81)

8. BOARD POLICIES / ADMINISTRATIVE REGULATIONS

.01 Approval of Revision to Board Policy BP 5144 Discipline; Suspension/Expulsion (Second Reading) – (pg. 83)

9. FUTURE AGENDA ITEMS

10. BOARD/STAFF COMMENTS

11. ADJOURN

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 72 hours before the meeting by calling (760) 946-5414 x201. Any written materials relating to agenda items to be discussed in open session are available for public inspection prior to the meeting at 17500 Mana Rd., Apple Valley, CA.

MINUTES

1. OPENING ITEMS

.01 Call to Order and Pledge of Allegiance – Chairman Carlos called the meeting to order at 4:30 pm.

.02 Roll Call – LCER Board Members Present: Chairman Yolanda Carlos, Amber Hom, Dr. Steven Levin (remote), Michael Razo (remote), Marisol Sanchez, Patrick Schlosser, and Lucy Tello.

.03 Adoption of the Agenda – A motion to adopt the agenda as presented was made by Michael Razo, seconded by Dr. Steven Levin. The motion passed by a roll call vote of 7-0.

2. APPROVAL OF MINUTES

.01 Approval of the Minutes of the Regular Board Meeting Held May 18, 2026 – On a motion by Patrick Schlosser, seconded by Dr. Steven Levin, vote 7-0, the LCER Board of Directors approved agenda item 2.01.

.02 Approval of the Minutes of the Special Board Meeting Held May 28, 2026 – On a motion by Marisol Sanchez, seconded by Michael Razo, vote 4-0, the LCER Board of Directors approved agenda item 2.02. Dr. Steve Levin, Patrick Schlosser, and Amber Nom were not present for the Special Meeting and abstained from voting.

3. RECOGNITIONS / SPECIAL PRESENTATIONS

.01 LCER Ambassador's Student Update – AAE Student Ambassadors Ellianna De La Rosa and Jessica Malek updated the Board on sports, athletics awards, Ambassadors activities, ROTC, Student Leadership Team (SLT) awards, scholarships awards, Grad Nite, and Senior Week. Graduation is on June 12th, and all are invited to attend. NSLA Student Ambassadors Katelyn Remigio and Leobardo Morales updated the Board on ASB activities, CA Cadet Corp, who will be presenting colors at Senior Awards and graduation. Other updates included introduction of new Ambassadors and their upcoming blood drive on July 21st, athletics, Senior Graduation, and other senior events. Dr. Lamb praised the outgoing Ambassador Presidents on all their accomplishments and is excited for the upcoming year with the new and returning Ambassadors.

.02 AAE Principal's School Update – Principal Richards updated the Board on data and indicators, and improvement of scores on the CAASPP testing. Promotions are taking place this week, including Kindergarten on the morning of June 9th. Staffing recruitment continues. Next year's focus includes PLC implementation and essential standards, teacher collaboration, improving attendance, and improved math scores with the new curriculum.

.03 NSLA Principal's School Update – Principal Agosto updated the Board on celebrations, encouraging incoming CAASPP scores, data, and addressing gaps for next school year. Attendance data, suspensions, and Alternative Learning Center (ALC) information was shared.

.04 Social Emotional Learning Update – Toni Preciado introduced the mental health department team and shared their presentation on LCER Mental Health Supports. Gratitude was expressed for the support that the team provides, especially since May being Mental Health Awareness Month. Topics discussed were challenges students face, LCER mental health supports available, summary of current cases, Navigate 360 Behavior Intervention and SEL Curriculum at NSLA, and Close Gap pilot program at NSLA. Upcoming plans include implementing Navigate 360 and Close Gap at AAE and increasing the number of providers to scale the program. Mr. Schlosser inquired on CYBHI and asked if LCER can apply to be direct providers. In response, Mrs. Preciado explained the current MOU in place with DMCC and will revisit that billing in the future. Dr. Levin asked about end of year temperature check in current cases and if data shows improvement or management. In response, SEL counseling has shown more cases of prevention than intervention. Seniors have shown improvement through systems and structure, allowing them to be more prepared upon graduation. Mrs. Sanchez asked how, through communication, the community and families can be made aware of all the services offered. Mrs. Preciado explained current processes and practices of informing staff and families.

4. PUBLIC COMMENTS - None

5. CONSENT ITEMS

.01 Approve Memorandum of Understanding Between Lewis Center for Education Research and Think Together

.02 Approve Service Agreement with Think Together Between Norton Science and Language Academy and Think Together

.03 Approve Memorandum of Understanding Between Norton Science and Language Academy and Think Together

.04 Approve Memorandum of Understanding Between Norton Science and Language Academy and Think Together

.05 Approve Resolution 2026-01 Regarding AAE Education Protection Account (EPA)

.06 Approve Resolution 2026-02 Regarding NSLA Education Protection Account (EPA)

.07 Approve Revision to 2026-27 LCER Board Meeting Dates

On a motion by Dr. Steven Levin, seconded by Patrick Schlosser, vote 7-0, the LCER Board of Directors approved consent agenda items 5.01-5.07.

6. DISCUSSION/ACTION ITEMS

.01 Lewis Center Foundation Board Update – Marisol Sanchez, Foundation Board Chairman, announced the Distinguished Service Awards will be announced this week, the Gala is taking place on September 12, 2026 in Redlands at the Mitten Building, scholarships were awarded totaling $22,500, and the Golf Committee is hoping to hold the annual golf tournament on June 14, 2027. Those interested in becoming a Foundation Board member are encouraged to reach out for more information.

.02 Approve AAE Local Control Funding Formula (LCFF) Budget Overview for Parents, 2026-27 Local Control and Accountability Plan (LCAP) – Heather Muir discussed changes made to the current LCAP and updates. Items on the Planned Expenditures were discussed and reviewed.

On a motion by Patrick Schlosser, seconded by Marisol Sanchez, vote 7-0, the LCER Board of Directors approved agenda item 6.02.

.03 Approve AAE 2026 Annual Update and Local Indicators – Heather Muir presented on the annual update and highlights of the local indicators.

On a motion by Patrick Schlosser, seconded by Amber Hom, vote 7-0, the LCER Board of Directors approved agenda item 6.03.

.04 Approve NSLA Local Control Funding Formula (LCFF) Budget Overview for Parents, 2026-27 Local Control and Accountability Plan (LCAP)

On a motion by Patrick Schlosser, seconded by Dr. Steven Levin, vote 7-0, the LCER Board of Directors approved agenda item 6.04.

.05 Approve NSLA 2026 Annual Update and Local Indicators – Heather Muir presented on the annual update and highlights of the local indicator.

On a motion by Michael Razo, seconded by Dr. Steven Levin, vote 7-0, the LCER Board of Directors approved agenda item 6.05.

.06 Approve LCER Budget for Fiscal Year 2026-27 – David Gruber reviewed the continued budget implications. He mentioned that staff will return a day earlier to complete training videos so that student academic time is not impacted. Mrs. Sanchez inquired about lobbying for SB740 due to the impact that it will have on NSLA. The district is working with CSDC and letters of support are being asked to be submitted to the local legislature. Mr. Schlosser asked for additional details on the one time block grant.

- AAE Budget Detail
- NSLA Budget Detail

On a motion by Michael Razo, seconded by Dr. Steven Levin, vote 7-0, the LCER Board of Directors approved agenda item 6.06.

.07 Approve Amendments to LCER Bylaws and Articles of Incorporation – Dr. Lamb explained the purpose for the amendments and the guidance given from CSDC. Attorneys from Young, Minney and Corr reviewed the current Bylaws and Articles of Incorporation and provided their recommendations for updates. Steps to complete the process were shared with the Board, which included agenda item 6.09 to be signed and submitted if approved.

On a motion by Patrick Schlosser, seconded by Marisol Sanchez, vote 7-0, the LCER Board of Directors approved agenda item 6.07.

.08 Discuss LCER Acceptable Use Agreement – Ryan Dorcey shared that the agreement was submitted to legal for updating and it was returned that no changes were needed at this time.

.09 Authorize CEO to Complete CalSTRS Form 0765 on Behalf of the Lewis Center Board of Directors

On a motion by Dr. Steven Levin, seconded by Lucy Tello, vote 7-0, the LCER Board of Directors approved agenda item 6.09.

7. INFORMATION INCLUDED IN PACKET

.01 Grant Tracking Report

.02 LCER Financial Reports

- Checks Over $10K
- Budget Comparisons
- Lewis Center Foundation Financial Reports

.03 LCER Board Attendance Log

.04 LCER Board/Lewis Center Foundation Give & Get

.05 AAE and NSLA 03/31/2026 Campanile Quarterly Financial Reports

.06 AAE and NSLA Consolidated Application and Reporting System (CARS) Semi Annual Reports

.07 AAE and NSLA Instructional Minutes for 2027-2028 School Year

.08 Information of the School-Based Medi-Cal Administrative Activities (SMAA) and Random Moment Time Study (RMTS) Agreement No. 26/27-0193 with the San Bernardino County Superintendent of Schools

.09 Information of the School-Based Medi-Cal Administrative Activities (SMAA) and Random Moment Time Study (RMTS) Agreement No. 26/27-0194 with the San Bernardino County Superintendent of Schools

8. BOARD POLICIES / ADMINISTRATIVE REGULATIONS

.01 Approval of Revision to Board Policy BP 3550 Food Service Child Nutrition Program

.02 Approval of Revision to Board Policy BP 3551 Food Service Operations Cafeteria Fund

.03 Approval of Revision to Board Policy BP 3553 Free and Reduced Meals Program

.04 Approval of Revision to Board Policy BP 3554 Other Food Sales

David Gruber explained that the policies were outdated and in need of updating. Revisions were made to align with current practices. Mr. Gruber explained the purpose of each policy and revision. The Board agreed to vote on agenda items 8.01-8.04 as a group. Clarification was made that there is no fiscal implication and does not affect the general operating budget.

On a motion by Dr. Steven Levin, seconded by Michael Razo, vote 7-0, the LCER Board of Directors approved agenda items 8.01-8.04.

9. FUTURE AGENDA ITEMS - None

10. BOARD/STAFF COMMENTS - None

11. ADJOURN – Chairman Carlos adjourned the meeting at 6:27 pm.

Lewis Center for Educational Research
Board Agenda Item Cover Sheet

2025/2026 school year

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 listed in their meeting minutes on why they want to carry over those funds into the next school year. Some of the clubs on campus did not have a year-end balance greater than 20% of the revenue they raised during the 24/25 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 to pay for additional payments that will be made at the start of the 26/27 school year including the leadership development trip, winter formal venue and supplies for Fall Festival.
- Interact requests to carry over funds to be applied to school emergency supplies and Fall Festival.
- Kitty Hawk Club would like to carry over funds for the 26/27 school year. Club may be dissolving.
- NHS Club would like to carry over funds for the 26/27 school year.
- Christian Club would like to carry over funds for the 26/27 school year needed for outreach and fellowship.
- SLT would like to carry over their remaining funds for beginning of the year activities and Grad Night for the class of 2027.
- Theatre Club would like to carry over their remaining funds to the 26/27 school year as they are still trying to develop their club.
- True Crim Club would like to carry over their remaining funds to the 26/27 school year as they are still trying to develop their club.
- Key Club would like to carry over funds for the 26/27 school year.

Submitted by:

Kristen Dolan
AAE ASB/Clubs Bookkeeper
6-9-2026

Club:	Starting Balance for 25/26:	Fiscal Revenue:	20% of Revenue:	Current Balance:
ASB	$36,710.65	$77,026.87	$15,405.37	$22,425.88
GSA	$324.76	$2,002.48	$400.50	$258.71
Theatre	$779.17	$0.00	$0.00	$779.17
SLT	2,581.43	$18,018.07	$3,603.61	$3,732.62
Elementary ASB	2,185.05	$0.00	$0.00	$2,185.05
Key Club	$395	$675	$135	$782.66
Kitty Hawk	$1,859.24	*not sure of club status*		$1,859
NHS	1,740.31	$3,266.97	$653.39	$3,850.42
Interact	$2,743.74	$1,718.11	$343.62	$4,089.24
Spanish	$389	$0	$0	$388.77
Art Noveau	$579.66	$0	$0	$579.66
Christian	$2,221.43	$0.00	$0.00	$2,221.43
Grow With Hope	$349.05	$0	$0	$349.05
True Crime	$0	$595.26	$119.05	$595.26
	Inactive one year.			
	Inactive two years.			
	Inactive three years.			
2025-2026 School Year				

Lewis Center for Educational Research Board
Agenda Item Cover Sheet

Date of meeting:_____8/17/26____________

Title: NSLA Curriculum List for Upcoming Williams Visit

Presentation:_____ Consent:___x__ Action:_____ Discussion:_____ Information:_____

Background:

Fiscal Implications (if any):

N/A

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

Recommendation:

Approve NSLA's Curriculum List for upcoming Williams visit.

Submitted by: Heather Muir

Norton Science and Language Academy
Identification of Standards-Aligned Materials for Sufficiency Purposes
2026-2027 School Year

For the purposes of sufficiency as defined in Education Code 60119, the following textbooks and/or instructional materials will be provided to each student, including each English learner, ***in grades TK-12***, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

English/language arts, including the English language development component of an adopted program:

Grade Range (e.g., K-6)	Course Titles, if applicable (e.g., n/a)	Publisher (e.g., McGraw-Hill School Education)	Material/ Program Name (e.g., Reading Wonders)	Format (e.g., Printed or Digital)	Current State Board of Education Adopted Program* (i.e., Yes/No)	Date Locally Adopted/ Authorized (e.g., 5/14/18)
TK-5	Reading Language Arts	Benchmark Education Company	Benchmark Advance; Supplemental materials include Reading A-Z online leveled readers and English Learner instructional materials.	Textbooks, Printed Materials, and Digital Materials	Yes	2025
TK	SLA/Math/ SEL	Frog Street	Frog Street TK Program	Teacher Printed and Digital Materials	No	2025
6-8	English Language Arts	StudySync	StudySyncELA; supplemental teacher-selected novels	Physical and Digital Materials	Yes	2025
9	Intro to Literature/Intro to Literature Honors	N/A	Teacher selected novels, autobiographies, videos	Physical and Digital Materials	No	2026 Reviewed annually
10	World Literature/ World	N/A	Teacher selected novels,	Physical and Digital Materials	No	2026 Reviewed annually

	Literature Honors		autobiographies, videos			
11	ERWC, ERWC 12	Bedford, Freeman, and Worth	The Language of Composition 4th Edition	Physical and Digital Materials	Yes	2026 Reviewed annually
11	AP English Language	Bedford, Freeman, and Worth	The Language of Composition, 4th Edition. Supplemental materials include: teacher-selected novels, poems, dramas, videos, and AP online.	Physical and Digital Materials	No	2023
12	AP English Literature	Bedford, Freeman, and Worth	Supplemental materials include: teacher-selected novels, poems, dramas, videos, and AP online.	Physical and Digital Materials	No	2024

Mathematics:

Grade Range (e.g., 6-8)	**Course Titles, if applicable (e.g., Math 6, Math 7, and Math 8)**	**Publisher (e.g., Big Ideas Learning)**	**Material/ Program Name (e.g., Big Ideas Math)**	**Format (e.g., Printed or Digital)**	**Current State Board of Education Adopted Program* (i.e., Yes/No)**	**Date Locally Adopted/ Authorized (e.g., 5/14/18)**
TK-8	Math (grades TK-5); Math 6; Math 7; Math 8	Paradigm Math	Textbook (printed and digital)	Physical and Digital Materials	Yes	2026
9-12	Algebra 1 Geometry Algebra II	McGraw-Hill Publishing	CA Reveal Mathematics Textbook (printed and digital)	Physical and Digital Materials	Yes	2026
9-12	Pre-Calculus	McGraw-Hill Publishing	Pre-Calculus	Textbook and online resources	Yes	2024

Science:

Grade Range (e.g., 6-8)	Course Titles, if applicable (e.g., Math 6, Math 7, and Math 8)	Publisher (e.g., Big Ideas Learning)	Material/ Program Name (e.g., Big Ideas Math)	Format (e.g., Printed or Digital)	Current State Board of Education Adopted Program* (i.e., Yes/No)	Date Locally Adopted/ Authorized (e.g., 5/14/18)
TK-5	Science	TWIG Science	Textbook, lab kits	Physical and Digital Materials	Yes	2020
6-8	Science 6-8	Activate Learning	IQWST, Digital Textbook, lab kits	Digital Materials	Yes	2025
9-12	Biology	McGraw-Hill	Inspire Biology	Physical and Digital Materials	No	2021
9-12	Chemistry	Cengage Learning	National Geographic World of Chemistry	Physical and Digital Materials	No	2023
9-12	Earth and Space Science	Cengage Learning	National Geographic Earth and Space Science	Physical and Digital Materials	No	2021

History-social science:

Grade Range (e.g., 6-8)	Course Titles, if applicable (e.g., Math 6, Math 7, and Math 8)	Publisher (e.g., Big Ideas Learning)	Material/ Program Name (e.g., Big Ideas Math)	Format (e.g., Printed or Digital)	Current State Board of Education Adopted Program* (i.e., Yes/No)	Date Locally Adopted/ Authorized (e.g., 5/14/18)
TK-5	Social Studies	Studies Weekly	Studies Weekly Magazine	Physical and Digital Materials	Yes	2026 Renewed annually
6-8	Social Studies 6, 7, and 8	Cengage Learning	National Geographic History	Physical and	Yes	2021

				Digital Materials		
9-12	World History	Cengage Learning	World History	Physical and Digital Materials	No	2022
9-12	US History	Houghton Mifflin	American History Reconstruction to Present	Physical and Digital Materials	No	2023
9-12	AP US History	Cengage Learning/ National Geographic	American Pageant	Physical and Digital Materials	No	2023
9-12	US Government	SAVVAS/ Pearson	Revel for Government in America 2022 Midterm Election Update	Physical and Digital Materials	No	2024
9-12	AP US Government	Perfection Learning	AP US Government and Politics	Physical and Digital Materials	No	2025
9-12	Economics	Ramsey Education	Foundations in Economics	Physical and Digital Materials	No	2026

World Language (Grades 6-12, if courses offered):

Grade Range (e.g., 6-8)	Course Titles, if applicable (e.g., Math 6, Math 7, and Math 8)	Publisher (e.g., Big Ideas Learning)	Material/ Program Name (e.g., Big Ideas Math)	Format (e.g., Printed or Digital)	Current State Board of Education Adopted Program* (i.e., Yes/No)	Date Locally Adopted/ Authorized (e.g., 5/14/18)
6-12	Spanish I, II, III, IV	Vista Higher Learning	Encuentros Comunicación y Cultura	Physical and Digital Materials	No	2025
9-12	AP Spanish	Vista Higher Learning	Temas	Physical and Digital Materials	No	2024

Governing Board Approval/Certification: Please attach supporting agenda/minutes

Governing Board Designee: ______________________________________

Signature: ____

Meeting Date Approved: ____

Lewis Center for Educational Research Board
Agenda Item Cover Sheet

Date of meeting:_____08/17/2026__________

Title: NSLA Overnight Fieldtrip to Colegio Concepcion, Chile, October 7-16, 2026

Presentation:_____ Consent:_____ Action:__X___ Discussion:_____ Information:_____

Background:
NSLA has partnered with Colegio Concepcion in Concepcion, Chile for over a decade. During our trip students will attend classes at Colegio, Concepcion, a TK-12 school. They will actively participate in all content courses in Spanish. Students will have the opportunity to apply their Spanish language skills, as well as their content area knowledge. Additionally, students will visit local universities and learn about studying abroad. Students will also have the opportunity to participate and run multiple GAVRT sessions throughout the visit, conducting sessions with university students and peers from Colegio Concepcion. Finally, students will tour local museums and culturally significant landmarks in order to expand their knowledge and understanding of Chilean culture.

Fiscal Implications (if any):
The majority of funding for this trip will is coming from Foundation designated funds and fundraisers. Any shortfall will be made up from school field trip funds.

Impact on Mission, Vision or Goals (if any):
This student exchange partnership is directly in support of NSLA's vision of Creating Global Citizens. The GAVRT and cultural components of the exchange support LCER's emphasis on real world science opportunities in a global society.

Recommendation:
Approve NSLA Overnight Fieldtrip to Colegio Concepcion, Chile, October 7-16, 2026

Submitted by:
Dr. Lisa Lamb

LEWIS CENTER FOR EDUCATIONAL RESEARCH
FIELD TRIP REQUEST FORM

Office Use Only
Date/Time Submitted:
Initials:
Transportation Booked:
Initials:
Calendared:
Initials:

Date Submitted: 08/01/2026

Requested by: Lisa Lamb Phone: 760-946-5414 x201

Overnight, Out of State or Water Activities? ☑ Yes ☐ No → If yes, Board Approval is Required 3 months prior to the trip. Submit This Form with a Board Cover Sheet and Itinerary or List of Activities*

Date(s) of Trip: October 7-16, 2026

Destination: Concepcion Chile

Number of: Students 7 Staff 2

Grade Level(s): 11th-12th

Estimated Number of Volunteers** 0

School Departure Time: TBD

Destination Arrival Time: TBD

Destination Departure Time: TBD

School Return Time: TBD

Specific Learning Objectives of Trip: NSLA has partnered with Colegio Concepcion in Concepcion, Chile for over a decade. During our trip students will attend classes at Colegio, Concepcion, a TK-12 school. They will actively participate in all content courses in Spanish. Students will have the opportunity to apply their Spanish language skills, as well as their content area knowledge. Additionally, students will visit local universities and learn about studying abroad. Students will also have the opportunity to participate and run multiple GAVRT sessions throughout the visit, conducting sessions with university students and peers from Colegio Concepcion. Finally, students will tour local museums and culturally significant landmarks in order to expand their knowledge and understanding of Chilean culture.

Funding Source (check all that apply)

☐ ASB/Club Funds Name of Club: Club Chile
☐ Grade Level Funds What Grade Level: ____
☑ Fundraising/Donations
☐ Budget Code: ____

Transportation (check all that apply)

☑ Private Vehicle*** ☑ Public Transportation ☑ Plane ☐ Train ☑ Boat ☑ Other: Bus in Chile, van to airport

☐ Bus Number of buses ____ If bus, Student Activities Coordinator has been informed bus is needed ☐

Lodging (check all that apply)

☐ On Campus ☑ Hotel ☐ AirBnB ☐ Other: Host homes, advisors at hotel

I have followed the Checklist and read BP and AR 6153 prior to submitting this form: Dr. Lisa Lamb
Requestor Signature

Approved? ☑ Yes ☐ No Erika Agosto
Principal Signature
Date: 08/01/2026

* *Itinerary or List of Activities must be attached if overnight, out of state or water activities*
** *Non-staff chaperones must be approved volunteers*
*** *Drivers must be on the Approved Drivers List and Complete an Off Site Event Form*

Updated 1/16/24

Draft of Agenda/Schedule:

Wed, October 7 - Depart LAX
Thur, October 8 - Arrive Concepcion, Chile & day with host families
Fri, October 9 - Attend classes at Colegio Concepcion Pedro de Valdivia
Sat, October 10 - Trip to Las Trancas, Andes Mountains
Sun, October 11 - Day with host families
Mon, October 12 - Attend classes at Colegio Concepcion Pedro de Valdivia, GAVRT Session
Tues, October 13 - Attend classes at Colegio Concepcion San Juan, Museum of History
Wed, October 14 - Attend classes at Colegio Concepcion San Juan
Thur, October 15 - Tour UCSC (GAVRT session & College of Engineering) & UdeC
Fri, October 16 - Depart Concepcion, & Arrive LAX

CREDIT OPINION
30 June 2026

Send Your Feedback

Contacts

Dan Simpson *VP-Senior Analyst* dan.simpson@moodys.com	+1.312.706.9976
Alex Rawlings *AVP-Analyst* alex.rawlings@moodys.com	+1.214.979.6841
Geordie Thompson *Associate Managing Director* geordie.thompson@moodys.com	+1.212.553.0321

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Academy for Academic Excellence, CA

Update to credit analysis following upgrade to Baa3

Summary

Academy of Academic Excellence, CA's (Baa3, stable) benefits from a favorable competitive profile, as demonstrated by consistently operating at full enrollment while maintaining solid student demand. We expect AAE's favorable academic performance relative to the local district, Apple Valley Unified School District (A2), will continue to support enrollment management even in an era of a declining school age population. AAE's disciplined budget management and full enrollment will continue to support positive operating performance and maintenance of solid operating liquidity. Manageable financial leverage also supports AAE's credit quality even as a substantial net pension liability signals inflexible costs. From the standpoint of The High Desert "Partnership in Academic Excellence" Foundation, Inc. spendable cash and investments covered a more moderate 51% of its total $55 million in debt outstanding.

AAE benefits from a lack of charter competition in its service area and has a good working relationship with its authorizer, Apple Valley Unified School District. AAE remains in good standing with its authorizer and prospects are good for another renewal in 2028.

Credit strengths

» AAE has a long operating history with multiple charter renewals

» AAE operates at full enrollment and has strong student demand

» Solid operating liquidity with 2229 days cash on hand as of fiscal 2025

Credit challenges

» Financial and operating risks for the Foundation from its various operating components including Norton Science and Language Academy

» Payroll inflation could lead to margin compression especially if combined with more limited increases in per pupil funding

» Above average fixed costs, inclusive of pension contributions

Rating outlook

The stable outlook reflects the likelihood that AAE will maintain sound operating performance, supporting healthy liquidity and debt service coverage. The stable outlook also reflects sustained enrollment stability driven by strong academic performance despite some demographic pressures.

Factors that could lead to an upgrade

» Reduction in financial leverage

» Further growth of operating liquidity sustained double digit operating cash flow margins

Factors that could lead to a downgrade

» Sustained enrollment declines weakening the competitive profile

» Material reduction in liquidity, with monthly days cash below 100

» Material increase in leverage without commensurate increase in revenue or reserves

» Narrowing of operating performance at AAE or the Foundation

Key indicators

Exhibit 1

Academy for Academic Excellence, CA	2022	2023	2024	2025
Scale & Demand				
Total Enrollment	1,462	1,484	1,496	1,506
Operating Revenue ($000)	$17,188	$22,177	$21,231	$21,350
Operating Performance & Liquidity				
Annual Change in Operating Revenues (%)	-8%	29%	-4%	1%
Two-year Average Operating Cash Flow Margin (%)	20%	19%	17%	8%
Spendable Cash & Investments ($000)	$7,110	$10,534	$9,834	$12,757
Monthly Days Cash on Hand	170	221	182	229
Leverage & Coverage				
Total Debt ($000)	$9,140	$9,178	$9,018	$8,854
Debt Service Coverage (x)	4.2x	9.0x	3.4x	2.6x
Spendable Cash & Investments to Debt (%)	78%	115%	109%	144%

Financial data above is as fiscal year end (6/30) for AAE. Enrollment is as of fall of the indicated year.
Source: Moody's Ratings

Profile

Initially opened in 1997 as an independent study program serving just over 200 students, the Academy for Academic Excellence (AAE) now serves about 1,500 students in grades TK-12 on a large, 150-acre campus in Apple Valley, California, about one hour north of the City of San Bernardino. The academy's charter with the Apple Valley Unified School District has been renewed multiple times, and its current charter expires on June 30, 2028.

In addition to operating AAE, The High Desert "Partnership in Academic Excellence" Foundation, Inc also operates another charter school called the Norton Science and Language Academy located in the City of San Bernardino. Norton is authorized by the San Bernadino County Office of Education, and its current charter expires on June 30, 2027. The Foundation also operates the Goldstone Apple Valley Radio Telescope Radio Astronomy Program; the Apple Valley Center for Innovation and the Lewis Center Foundation.

Detailed credit considerations

AAE anticipates to operate at full enrollment again for the 2026-27 school year and continues to maintain strong student demand, demonstrated by solid student retention and maintenance of large a waitlist of over 100% of enrollment. Academic performance continues to be favorable compared with the local district (Appley Valley Unified School District) and state scores. The school also provides a variety of attractive extracurricular activities, including a US Air Force Junior ROTC program, offerings in the fine and performing arts and study trips abroad.

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Operating performance softened in fiscal 2025, drive by the end of pandemic-related federal aid and limited enrollment growth, as the school is already at full capacity. For fiscal 2026, management has budgeted for cash flow from operations of approximately $1 million, sufficient to provide nearly 2x annual debt service coverage. Thorough Q3 2026, the academy is projected to end with positive operations and annual debt service in the 1.5x to 2x range. AAE reported a solid $12 million in unrestricted cash balance at the end Q3 (3/31/26) fiscal 2026.

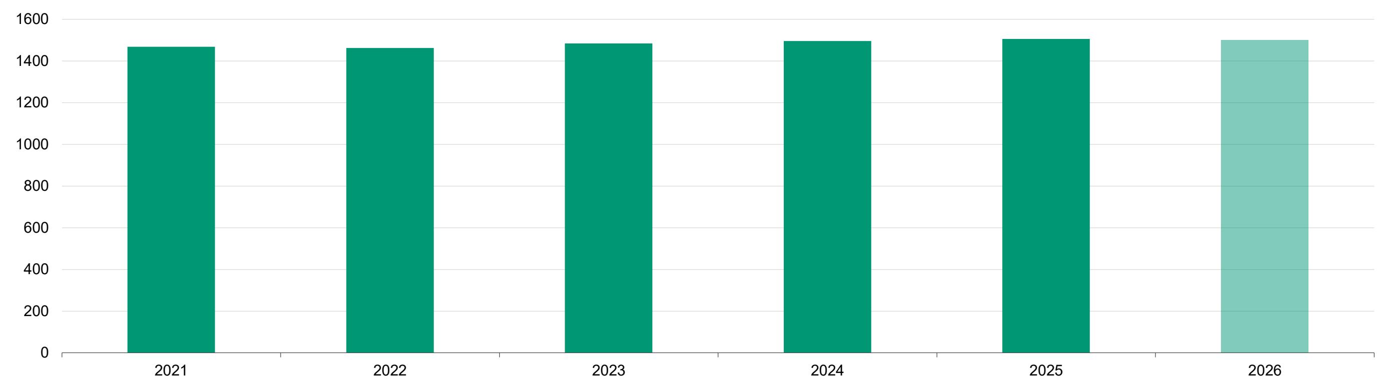
Leverage from debt will remain modest for AAE. Spendable cash and investments covered debt by 144% in fiscal 2025 and AAE does not have any future debt plans. Debt service expense was a very modest 3% of operating revenue in fiscal 2025, providing AAE with significant operating flexibility.

Leverage at the Foundation level is higher and includes debt associated with Norton Science and Language Academy (NSLA). The Foundation's spendable cash and investments covered 51% of outstanding debt. Inclusive of unfunded pension liabilities, the Foundation's spendable cash and investments covered only 24% of total adjusted debt, inclusive of Moody's Adjusted Net Pension Liabilities (ANPL).

Scale and demand

Exhibit 2

AAE enrollment trend has been stable as it is fully enrolled

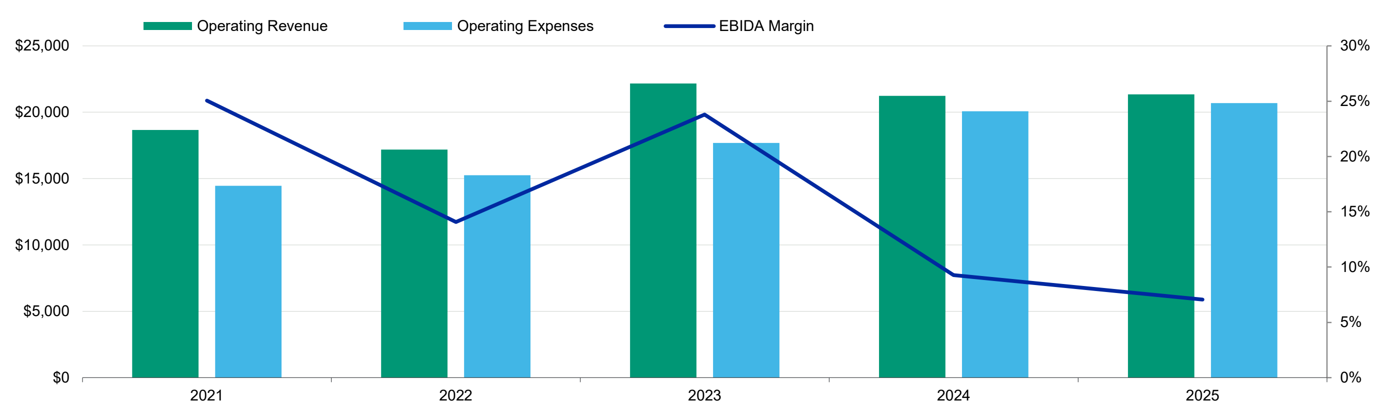


Source: Moody's Ratings

Operating performance and liquidity

Exhibit 3

AAE's operating cash margins are narrowing in the face of payroll and other expense pressures

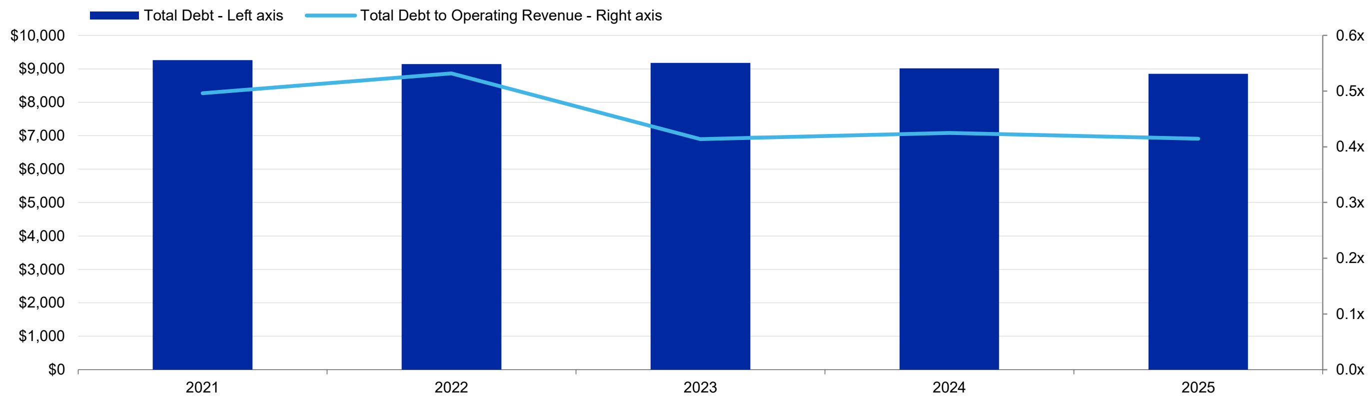


Source: Moody's Ratings

Leverage and coverage

Exhibit 4

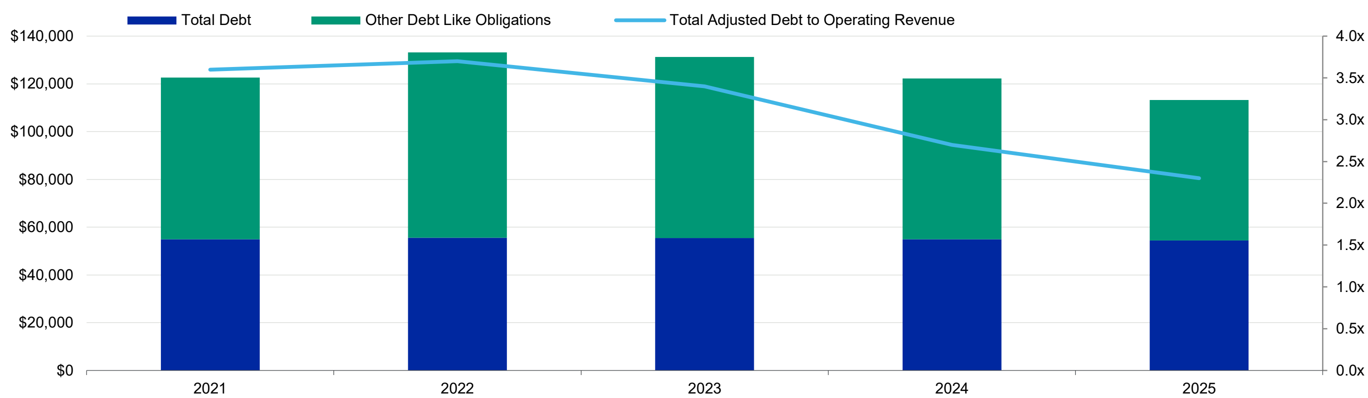
AAE's direct leverage is modest relative to operating revenue



Source: Moody's Ratings

Exhibit 5

Unfunded pension liabilities adds materially to the Foundations total leverage



Adjusted Debt includes Moody's Adjusted Net Pension Liabilities in addition to outstanding debt.
Source: Moody's Ratings

ESG considerations

Environmental

The Academy for Academic Excellence is located within the boundaries of San Bernardino County (Aa1 stable), which has an Environmental score of E-3. The Environmental score of E-3 reflects exposure to physical risks from climate change, in particular wildfires. Exposure to carbon transition, water management, natural capital and pollution risks are low.

Social

Social considerations that factor in AAE's brand reputation, human capital, as well as its service area's demographic characteristics and trends. Demographic trends have historically been relatively stable, but state projections indicate a declining school-age population within AAE's service area.

Governance

Governance considerations includes financial and risk management, as well as management credibility and track record, which we view as strong. AAE is managed by the Foundation, which is governed by an active nine member board of directors. The directors on the board represent a broad spectrum of backgrounds and experience to help maintain financial and operational oversight. The Foundation finalized a strategic plan in 2022 to guide its key goals over the next five years. Theses goals include focusing on continued student success, maintaining financial stability, staff development and organizational effectiveness.

The Foundation's senior management team is experienced and consists of several long-tenured members. The senior management team has not changed since our last review and there are no leadership changes expected at this time. The Foundation's chief executive officer has extensive background in leadership positions as well as education. The senior management team also consists of a director of human resources, director of finance, director of student support service and director of information technology.

The Foundation has a favorable relationship and cooperative programs with the Apple Valley Unified School District, which serves as AAE's authorizer. AAE is the only charter school Apple Valley Unified School District authorizes and the district notes no concerns with AAE so we expect a smooth renewal process when AAE's charter renewal is up in 202. Oversight by the authorizer is driven by board participation. Per the Foundation's bylaws, a representative from the Appley Valley Unified School District must be represented on the Foundation's board of directors.

Rating methodology and scorecard factors

The Charter School rating methodology includes a scorecard that summarizes the factors that are generally most important to charter school credit strength. Because the scorecard is a summary and may not include every consideration in the credit analysis for a specific issuer, a scorecard-indicated outcome may or may not match an assigned rating. We access competitive profile and charter renewal risk and sovereign / government / country relations on a qualitative basis, as described in the methodology.

The differential between the scorecard-indicated outcome and the assigned rating reflects the unfunded pension liabilities and ongoing expense pressures as discussed in this credit opinion.

Exhibit 6

High Desert Partnership in Academic Excellence Foundation

Rating Factors	Input	Weight	Score
Scale and Demand (35%)			
Operating Revenue ($000)	$48,584	15%	A
Competitive Profile	Baa	20%	Baa
Operating Performance and Liquidity (20%)			
Two-Year Average Operating Cash Flow Margin (%)	15%	10%	Baa
Monthly Days Cash on Hand	228	10%	A
Leverage and Coverage (25%)			
Debt Service Coverage (x)	1.96	15%	Baa
Spendable Cash and Investments to Total Debt (%)	51%	10%	A
Charter Renewal Risk and Government Relations (20%)			
Charter Renewal Risk and Government Relations	Baa	20%	Baa
Scorecard-Indicated Outcome			Baa1
Assigned Rating			Baa3

Data is based on most recent fiscal year available. Debt may include pro forma data for new debt issued or proposed to be issued after the close of the fiscal year.

Fiscal 2025 Foundation inputs.
Source: Moody's Ratings

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MOODY'S
RATINGS

Rating Action: Moody's Ratings upgrades Academy for Academic Excellence's (CA) revenue bonds to Baa3 from Ba1; outlook revised to stable

25 Jun 2026

New York, June 25, 2026 -- Moody's Ratings (Moody's) has upgraded the rating on Academy for Academic Excellence, CA's Charter School Revenue Bonds (Academy For Academic Excellence Project) Tax Exempt Series 2020A and Taxable Series 2020B to Baa3 from Ba1. Concurrently, the outlook has been revised to stable from positive. The Academy for Academic Excellence (AAE) had approximately $8 million in revenue debt outstanding as of fiscal year end (June 30) 2025. The High Desert "Partnership in Academic Excellence" Foundation, Inc. (the Foundation), which operates AAE has a total of $54 million in revenue debt outstanding as of fiscal year end (June 30) 2025.

The upgrade to Baa3 reflects the financial stewardship of the Foundation which has yielded sustainable operating performance and strengthened liquidity for the Academy for Academic Excellence as well as for the Norton Science and Language Academy which has reached its targeted K-12 enrollment.

RATINGS RATIONALE

The Baa3 rating reflects AAE's favorable competitive profile, as demonstrated by consistently operating at full enrollment while maintaining solid student demand. AAE's student retention is consistently over 90% and its waiting list is large at over 100% of current enrollment. We expect AAE's favorable academic performance relative to the local district, Apple Valley Unified School District, will continue to support enrollment management even in an era of declining school age population.

AAE's disciplined budget management and full enrollment will continue to support positive operating performance and maintenance of solid operating liquidity. Fiscal 2025 results were sound, with annual debt service coverage over 2x and operating liquidity over 200 monthly days cash on hand. Through the third quarter of fiscal 2026, operating performance remains positive, and management projects full-year debt service coverage above 1.5x while maintaining operating liquidity above 200 monthly days cash on hand.

The rating also reflects the low leverage from debt with AAE's spendable cash and investments covering 140% of its outstanding debt. Our opinion of leverage also considers the higher leverage of the Foundation, which operates AAE as well as the substantial net pension liability. The Foundation's spendable cash and investments covered a more moderate 51% of its total $55 million in debt outstanding.

AAE benefits from a lack of charter competition in its service area and has a good working relationship with its authorizer, Apple Valley Unified School District. AAE remains in good standing with its authorizer and prospects are good for another renewal in 2028.

RATING OUTLOOK

The stable outlook reflects the likelihood that AAE will maintain sound operating performance, supporting healthy liquidity and debt service coverage. The stable outlook also reflects sustained enrollment stability driven by strong academic performance despite some demographic pressures.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Reduction in financial leverage

- Further growth of operating liquidity sustained double digit operating cash flow margins

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Sustained enrollment declines weakening the competitive profile

- Material reduction in liquidity, with monthly days cash below 100

- Material increase in leverage without commensurate increase in revenue or reserves

- Narrowing of operating performance at AAE or the Foundation

PROFILE

Initially opened in 1997 as an independent study program serving just over 200 students, the Academy for Academic Excellence (AAE) now serves about 1,500 students in grades TK-12 on a large, 150-acre campus in Apple Valley, California, about one hour north of the City of San Bernardino. The academy's charter with the Apple Valley Unified School District has been renewed multiple times, and its current charter expires on June 30, 2028.

METHODOLOGY

The principal methodology used in these ratings was US Charter Schools published in April 2024 and available at https://ratings.moodys.com/rmc-documents/419102. Alternatively, please see the Rating Methodologies page on https://ratings.moodys.com for a copy of this methodology.

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Daniel Simpson
Lead Analyst

Malcolm Thompson
Additional Contact

Releasing Office:
Moody's Investors Service, Inc.
250 Greenwich Street
New York, NY 10007
U.S.A
JOURNALISTS: 1 212 553 0376
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Lewis Center
for Educational Research

Dr. Lisa Lamb
17500 Mana Rd.
Apple Valley, CA 92307
www.lewiscenter.org
(760) 954-5414 ext. 201
llamb@lcer.org

August 7, 2026

San Bernardino County Superintendent of Schools
Charter School Office
601 North E Street
San Bernardino, CA 92415

Re: Norton Science and Language Academy Charter Renewal Petition, 2027–2032

Dear Charter School Office Team:

On behalf of the Lewis Center for Educational Research, I am pleased to submit the charter renewal petition for Norton Science and Language Academy for the 2027–2032 charter term.

We are excited to present a petition that reflects NSLA's significant academic progress, continued exemplary operations, and steadfast commitment to serving its students, families, and community. The petition also highlights the strength of the Lewis Center for Educational Research's leadership and organizational systems in supporting NSLA's continued growth and long-term success.

In accordance with applicable law and the California Department of Education's performance category designations, NSLA qualifies for the middle-performing category. The renewal petition presents evidence demonstrating that NSLA has met the statutory criteria for a five-year renewal. We are especially proud of the academic strides our students have made and the collective efforts of our teachers, staff, administrators, families, and community partners that have contributed to this progress.

The renewal petition includes the following substantive updates from the previous renewal cycle:

- Updated school, instructional program, student, and staff highlights that reflect NSLA's continued growth and accomplishments;
- Updated academic performance data and supporting evidence demonstrating NSLA's eligibility for renewal as a middle-performing charter school; and
- Legal and technical updates to align the petition with current California Education Code requirements and applicable charter school provisions.

We deeply value the collaborative relationship between the Lewis Center/NSLA, the San Bernardino County Superintendent of Schools, and the San Bernardino Board of Education. We appreciate the Charter School Office's ongoing communication, guidance, and oversight and look forward to continuing our collaborative relationship throughout the renewal process and the 2027–2032 charter term.

Thank you for your consideration of NSLA's charter renewal petition. We welcome the opportunity to present the petition in September and to celebrate the progress of our students and school community.

Sincerely,

Dr. Lisa Lamb
President/CEO
Lewis Center for Educational Research

Lewis Center for Educational Research
Board Agenda Item Cover Sheet

Date of meeting: August 17, 2026

Title: Charter School Property Solutions (CSPS) @ Academy for Academic Excellence

Presentation: ____ Consent: ____ Action: _X___ Discussion: ____ Information: ____

Background:
Lewis Center has worked with Charter School Property Solutions (CSPS) for the development of major construction projects in the past. CSPS specializes in managing major construction projects for Charter Schools throughout many states in the United States. CSPS managed the construction of the Multipurpose Room at the Academy for Academic Excellence. The agreement with CSPS will designate the approval for their support and managing the construction of a new Science wing at AAE to house 3 science classrooms, restrooms, additional learning/testing space and utility spaces to support the school goal in sciences. CSPS will seek proposals from professional trades (architects, engineers, general contractors, etc.) and will bring Lewis Center these proposals to select the team to build the new spaces.

During the construction of the AAE MPR, CSPS was a vital partner with LCER in making sure that the MPR construction timeline and budget were followed. They provided LCER with regular meetings to stay informed of the progress of the project and worked on behalf of LCER/AAE to keep all costs and change orders to a minimum and negotiated on our behalf.

Fiscal Implications (if any):
Contractual amount of $250,000

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

Recommendation:
Approve entering into agreement with Charter School Property Solutions ($250,000)

Submitted by: David Gruber
Chief Business Officer, LCER

AAE Proposed Science Classroom Building - 6,400 SqFt.
June 28, 2026

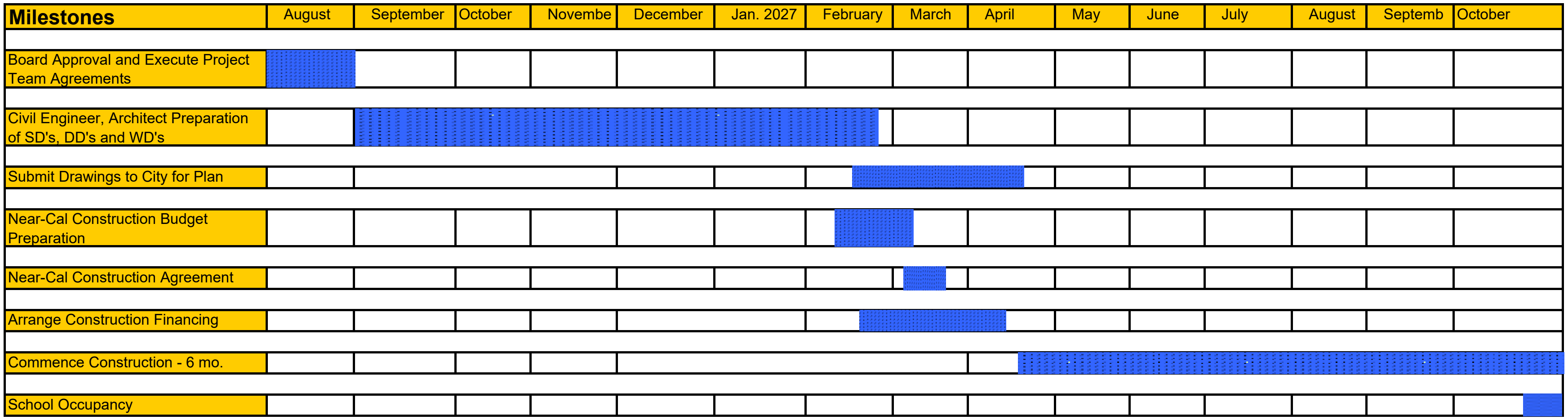
CHARTER SCHOOL PROPERTY SOLUTIONS

Hard Costs:	
Near-Cal GMP	3,944,838
Soft Costs:	
Architectural Fee	218,000
Structural Engineer	Inc.
MEP	Inc.
Civil Engineer	160,850
CSPD Fee	250,000
Structural Inspections	15,000
Soil Inspections	15,000
Permits and Fees	35,000
Impact Fees	0
Builders Risk	15,000
Subtotal	**708,850**
Total	**4,653,688**

*GMP includes a 12% contingency fee

CHARTER SCHOOL
PROPERTY SOLUTIONS

Timeline for Development of New AAE Science Building - August 1, 2026



THIS DEVELOPMENT CONSULTANT SERVICES AGREEMENT (this "Agreement") is made as of August 11, 2026 and between **Academy for Academic Excellence** ("School"), and **Charter School Property Development, LLC** ("Developer"). School and Developer are also referred to herein as the "Parties." In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, School and Developer hereby agree as follows:

1. DEVELOPMENT CONSULTANT SERVICES

1.1 School hereby appoints Developer to provide the Development Consultant Services (the "Services") described on the attached Exhibit A in connection with the entire acquisition and development of the property selected by the School to be used as the School's primary educational facility (the "Project"). The terms and conditions of this Agreement shall govern the performance of the Services.

1.2 The initial term of this Agreement shall commence on the date of this Agreement and expire on the actual redevelopment completion date and occupancy by the School (as hereinafter defined as "Term"). The Parties may mutually agree to renew or extend the Term.

1.3 The Parties acknowledge and agree that the Services include overseeing and managing the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by School to perform work on the Project ("Subcontractors"). Developer will review Project documents and require such changes as are necessary so that all such documents are in the name of School, and all warranties run in favor of School. Developer shall exercise due care in the selection of skilled and qualified Subcontractors with demonstrated expertise in their respective fields. School acknowledges that the work product provided by Subcontractors will be the responsibility of such persons and that Developer does not warrant or guaranty, and shall not have any liability with respect to, their performance or work product. Developer will not be liable for design techniques or procedures employed by any third party including Subcontractors providing design or other services in connection with the Project, or construction means, methods, techniques, sequences or procedures, particularly as they apply to the structural integrity of constructed building components in the Project. All agreements with Subcontractors shall be entered into either by School directly for the account and in the name of School, and the funds necessary to pay for such services shall be paid by School.

1.4 Developer shall provide the Services in a good and efficient manner consistent with School's usage and image. Developer shall perform the Services through able, qualified and trained Developer employees ("Developer Employees") and, if applicable, subcontractors. Developer shall have the exclusive right to hire, direct, discipline, compensate and terminate Developer Employees, and shall exercise complete and exclusive control over the conduct of Developer Employees.

1.5 Developer represents and warrants that Developer will exercise the highest degree of professional care in the performance of its work hereunder and that its services will be performed in a workmanlike and professional manner by personnel having a level of skill in the area of work commensurate with the requirements of the scope of work to be performed. If School notifies Developer that any portion of the Services fail to conform to that standard, Developer shall, at its expense and in its discretion, re-perform the service provided by Developer that relates to the non-conforming portion of the Services.

1.6 Developer will collaborate and cooperate with all personnel and other consultants (if any) retained by School for the Project (collectively, the "Other Personnel") and will perform its work so that it will be coordinated with that of School and Other Personnel. Developer also will grant Other Personnel access to its work in progress and cooperate with the Other Personnel throughout the performance of its work so that the Project may be completed expeditiously, economically and in furtherance of School's interest. Developer shall have no liability whatsoever for any delays, damages or claims to the extent caused by the activities of such Other Personnel.

1.7 The parties agree that the Services of the Developers (the "Key Personnel") are essential to the satisfactory performance by Developer of the scope of services called for in this Agreement. The parties further agree that if any of the Key Personnel leave the employ of Developer during the term of this Agreement for any reason or is unavailable to continue, Developer shall promptly replace such Key Personnel with substitute individuals having appropriate skills and training.

2. **INSURANCE**

2.1 Developer's Insurance. Developer shall maintain the following insurance policies, covering the activities of Developer under this Agreement: (a) commercial general liability of $1,000,000 combined single limit per occurrence and annual aggregate; (b) comprehensive automobile liability for owned, hired and non-owned motor vehicles of $1,000,000 per accident combined single limit; (c) workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements; (d) employers' liability of $1,000,000; and (e) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability, comprehensive automobile liability and employer's liability policies required above with limits of $5,000,000 per occurrence and annual aggregate. School will be an additional insured under Developer's commercial general liability policy described above to the extent of loss attributable to Developer's gross negligence. Developer's insurance will not be called upon to respond to or cover School's negligence or willful misconduct.

2.3 Mutual Waiver of Subrogation. School and Developer each hereby waives, for itself and its affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party or its affiliates with regard to losses or claims insured against under this Agreement.

3. **INDEMNIFICATION**

3.1 Developer Indemnification. Developer will indemnify School for, and hold School harmless from and against all claims, liabilities, judgments, actions, penalties and other expenses, including legal fees, (collectively, "Claims") suffered by or arising out of and resulting from negligent or unauthorized acts, errors, misstatements or omissions or the willful misconduct of Developer, its employees, agents, consultants and any others for which Developer is legally responsible, in connection with the representations or covenants made, or work contemplated, under this Agreement.

3.2 School Indemnification. School will indemnify Developer for, and hold Developer harmless from and against all Claims suffered by or arising out of and resulting from negligent or unauthorized acts, errors, misstatements or omissions or the willful misconduct of School, its employees, agents, consultants and any others for which School is legally responsible, in connection with this Agreement.

3.3 Procedure. Developer and School shall be liable hereunder only to the extent of the respective indemnity obligations. If both Parties bear fault for a matter, each Party's liability shall be equal to the percentage determined to be due to the fault of such Party as agreed upon by the Parties or as fixed by settlement agreement or final judgment of a court or arbitration panel. Further, if either Party assumes the defense of a matter for which the other Party, but not the defending Party, is at fault (in whole or in part with any third party), the Party at fault shall either pay or reimburse the defending Party fully for all costs and expenses incurred in connection with such defense.

3.4 Limitations on Liability. Notwithstanding any provision herein to the contrary:

(a) Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.

(b) In no event shall Developer incur liability under this Agreement or otherwise relating to the Services beyond the amount of fees (excluding any reimbursed amounts) received by Developer under for the relevant Project.

(c) Developer shall have no liability with respect to any Claim based upon or resulting from any erroneous or incomplete data provided by School or any third party or otherwise contained in School's databases.

(d) Developer shall only be responsible to the School to the extent any Claim is the result of the acts or omissions of Developer or those for which it is legally responsible.

Developer is not guaranteeing or otherwise responsible for the performance of any of the Other Personnel, including, but not limited to, the Subcontractors. No representation or recommendation is or will be made by Developer as to the legal sufficiency, legal effect, or tax or accounting consequences of any transaction or documentation.

3.5 Survival. This Section 3 shall survive the expiration or termination of this Agreement.

4. **CONFIDENTIALITY; INTELLECTUAL PROPERTY**

4.1 Confidentiality. Developer and School agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the "Disclosing Party"), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization ("Confidential

Information") and disclosed to the other Party (the "Receiving Party") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) in any action involving claims by or against persons or entities that are not Parties, (iv) as required by applicable law or legal process, or (v) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence.

4.2 Intellectual Property. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that Developer has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("Developer's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of Developer, and School shall not have or acquire any right, claim, title or interest in or to any of Developer's Intellectual Capital, except to the extent otherwise agreed by the Parties in a separate written agreement signed by authorized representatives of each Party.

Performance of the Services by Developer shall not be deemed to be a prohibition of, or interfere in any manner with Developer's provision of similar services to third parties, provided that Developer in so doing does not use or disclose any Confidential Information of School.

5. SCHOOL COVENANTS

School shall furnish all information and cooperation reasonably required by Developer in order to deliver the Services required hereunder. School shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. School agrees that Developer shall bear no liability to the extent arising out of School's failure to comply with its obligations under this Agreement. Further, Developer shall have no liability to the extent a Claim arises because Developer acted or failed to act because of adherence to School's policies, rules, regulations, agreements and/or instructions. All School policies and instructions with which Developer must comply shall be consistent with this Agreement and provided to Developer in advance in writing.

6. ENVIRONMENTAL MATTERS; PRE-EXISTING CONDITIONS

6.1 Developer Not a School, Operator, Generator or Transporter. School acknowledges that Developer is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). School agrees that Developer is not and shall not be deemed an "operator" of any property or Project of School or a "generator" or "transporter" (or comparable legal status) for purposes of any law pertaining to Hazardous Materials. Notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of School, Developer shall not be responsible for detecting, handling, removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by Developer.

6.2 Other Pre-Existing Conditions and Defects. Developer shall not be responsible for detecting or remediating any pre-existing conditions at a Project site or other property of School that may adversely affect the operations, maintenance or use thereof or the health or safety of persons or property. Developer shall not be responsible for detecting or remediating any structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property, whether pre-existing or arising during the Term. Notwithstanding anything to the contrary contained herein, School shall indemnify, defend and hold Developer harmless from and against all Claims asserted against or incurred by Developer to the extent arising out of any condition or circumstance arising initially prior to the date of this Agreement (regardless of whether such condition or circumstance continues) or that otherwise is not a matter for which Developer has specifically agreed to indemnify School hereunder.

7. DEFAULT

7.1 Default by Developer. A "Developer Default" shall mean: (a) Developer defaults in its performance of the Services in any material respect, and such default continues for a period of 5 days after written notice from School, unless such default cannot reasonably be cured within such period, in which event Developer shall have an additional 60 days to cure such default; or (b) any petition is filed by or against Developer under the U.S. Bankruptcy Code or any similar state or federal law (and, in the case of involuntary proceedings, Developer fails to cause the same to be vacated, stayed or set aside within 30 days after filing). Upon the occurrence and continuance of an uncured Developer Default, School may terminate this Agreement and/or exercise its available remedies.

7.2 Default by School. A "School Default" shall mean: (a) School fails to make a payment when due to Developer, and such failure continues for a period of 15 days after written notice of such failure from Developer; or School defaults in the performance of any of its other material covenants, agreements or obligations hereunder, and such default continues for 15 days after written notice of such default or breach from Developer, unless such default cannot reasonably be cured within such period, in which event School shall have an additional 60 days to cure such default; or (b) any petition is filed by or against School under the U.S. Bankruptcy Code or any similar state or federal law (and, in the case of involuntary proceedings, School fails to cause the same to be vacated, stayed or set aside within 30 days after filing). Upon the occurrence and continuance of an uncured School Default, Developer may terminate this Agreement, cease performance of the Services and/or exercise its available remedies.

8. NOTICES

All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to Developer, then to ____________________; and if to School, to __________________ or to such other address as any Party may notify the other Party.

9. TERMINATION

9.1 School will have the right to terminate this Agreement only upon a material breach by Developer, effective upon at least fifteen (15) business days' prior written notice to Developer. Developer will have the right at any time hereafter to terminate this Agreement only upon a material breach by School, effective only after Developer first will have given School notice of such breach and a reasonable period to cure, which period will not be less than thirty (30) days from the date of such notice, after which this Agreement may be terminated upon ten (10) business days' prior notice to School if such breach will not be remedied by the end of such period. Notwithstanding the foregoing, Developer will not have the right to terminate this Agreement at any time based on nonpayment of fees if such nonpayment is due to a good faith dispute between Developer and School provided that all other non-disputed payments due Developer hereunder continue to be made. In the event of termination for any reason other than due to the breach of this Agreement by Developer, Developer is to receive and accept as full payment for its services performed prior to such termination, the amounts due it hereunder as of the date of termination.

9.2 School will have the right to suspend work on a Project from time to time on prior notice. In such event, Developer will be compensated for services performed prior to such notice and any additional costs actually incurred due to such suspension of work.

9.3 Upon termination of any Project under this Agreement, in accordance with School's written direction, Developer will immediately: (i) cease work; (ii) prepare and submit to School an itemization of all completed and partially completed deliverables and Services; (iii) deliver to School deliverables satisfactorily completed up to the date of termination and (iv) deliver upon request any works-in-process related to the Project (such as notes, drafts and sketches). Upon termination under this Section 9, School will pay Developer as full payment for its services performed prior to such termination.

10. INVOICING AND PAYMENT

10.1 Development Consultant Services Fees. As compensation for the performance of Services in connection with the Project, School shall pay Developer a development fee equal to $250,000. The Fee shall be earned and payable in equal monthly installments over the projected development period of fourteen (14) months. Developer will invoice School for the Fee when due.

10.4 Payment Terms. Except as provided below, School will pay Developer net 15 days. "Net 15 days" as used herein means that the applicable monthly invoice must be paid within 15 days from the date of the applicable monthly invoice. The School may choose to pay the Fee directly to the Development or direct the property lending source to include it in the financing of the property loan.

10.5 School is responsible for any taxes imposed by Applicable Law on the Services. Developer are responsible for any sales, use, transfer, value-added, goods and services, services, consumption, and other taxes and duties, including any excise taxes imposed on Developer in the conduct of Developer business, on the goods or services used or consumed by Developer in providing the Services.

11. MISCELLANEOUS

11.1 Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.2 Assignment; Successors and Assigns. Neither Party shall assign this Agreement (other than an assignment to an affiliate or by operation of law) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.3 Waiver. No consent or waiver by a Party to or of any breach or default, shall be deemed or construed to be a consent or waiver to or of any other breach or default under this Agreement. Failure of a Party to complain or declare the other Party in default, irrespective of how long such default continued, shall not constitute a waiver by such Party of rights and remedies hereunder.

11.4 Covenant of Good Faith and Fair Dealing. This Agreement imposes an obligation of good faith and fair dealing on School and Developer in the performance and enforcement of their duties and obligations herein.

11.5 Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, Developer promptly shall notify School. Once the Force Majeure event ceases, Developer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is not capable of preventing by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

11.6 Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to conflicts of law principles. **EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO, THIS AGREEMENT.**

11.8 Responsibilities. Each Party will at all times act in good faith and Developer shall use commercially reasonable efforts to advance School's interests and agrees to perform its obligations in a professional manner in conformity with the standards and practice of other professionals providing similar work. Developer will employ an adequate number of qualified, careful, efficient and skilled personnel and subcontractors; and will use skill, prudence, judgment and competent supervision in order that the execution of the Services may be economical, expeditious and consistent with the interest of School. Developer will supervise and direct the Services, using its best skill and attention. Developer will be solely responsible to School for and have control over all portions of Developer's obligation under this Agreement.

11.9 Ethics/Conflict of Interest. In its performance of this Agreement, Developer will adhere to business practices that are in accordance with the letter and spirit of applicable laws and ethical principles as follows:

(a) All transactions in connection with this Agreement will be accurately reflected in Developer's records and no funds or other assets will be paid directly or indirectly to government officials or person's action on their behalf for the purpose of influencing government decisions or actions with respect to School's business.

(b) Developer will conduct its activities hereunder and its dealings with School, subcontractors, and third parties so as to avoid loss or embarrassment to School due to any real or apparent conflict of interest and to require that all subcontractors comply with such policy in connection with this Agreement.

11.10 Developer will spend the necessary time and effort in cooperation with the officers and employees of School or any parent, subsidiary or affiliate of School, and other professionals designated or retained by School and Developer in order to become fully familiar with the Project and to incorporate into Developer's work all available information.

11.11 Developer will obtain School's written consent before publicly using any advertising, written sales promotion, press releases or other publicity matters relating to this Agreement or in which School's name is used or may reasonably be inferred. Developer will not divulge information concerning the Project to anyone (including, without limitation, Plans and information and applications for permits and variances) without School's prior written consent. Developer will obtain and deliver to Developer a similar agreement from any agents or subcontractors retained by Developer in compliance with the terms hereof.

11.12 Any provision of this Agreement which by its nature and effect is required to be observed, kept or performed after termination of this Agreement, will be and remain binding upon and for the benefit of the parties hereto until fully performed, kept or observed. The invalidity or unenforceability of any of the provision hereof will not affect the validity or enforceability of the remainder hereof. The provisions of this Agreement will inure to, and be for, the benefit of and may be enforced by both School and Developer, their respective beneficiary(ies) or the designated representatives of their beneficiary(ies) or their respective successors and permitted assigns.

11.13 Developer's personnel and Developer's work on the Project hereunder will comply with all applicable laws, regulations, ordinances, licensing requirements, codes or rules of all governmental authorities have jurisdiction over the Project. Developer will advise School and the contractor of any pending or subsequent changes of which Developer is aware or can reasonably be expected to become aware of in such law, regulations, ordinances, codes or rules and of the potential impact of such changes on the Project. Additionally, Developer hereby represents that its operations comply, and agrees that its operations will continue to comply, with all applicable law, including without limitation any anticorruption laws applicable to the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

ACADEMY FOR ACADEMIC EXCELLENCE:

By: ____
Name:
Title:

CHARTER SCHOOL PROPERTY DEVELOPMENT, LLC:

By: ____
Name:
Title:

EXHIBIT A

SCOPE OF SERVICES

[SEE ATTACHED]

EXHIBIT A

SCOPE OF SERVICES

The following Development Scope of Services will apply to Academy of Academic Excellence's real estate project at 17500 Mana Road, Apple Valley, CA ("School"). The School wants to construct a new science building of approximately 5,300 square feet with a target completion and occupancy by October, 2027.

Charter School Property Development ("CSPD") will engage an architectural firm, a survey firm, a civil engineering firm, a general contractor, and any other sub-consultants as required to implement this project. These firms will be retained directly by the School however CSPD will be responsible for firm selection, contract review, and pricing. CSPD's Overall Program Management Services consist of the administrative tasks necessary to maintain the overall program including day-to-day project work planning, scheduling, permitting, communications, team-coordination and records management. Specific tasks to achieve the Overall Program Management include:

Pre-Development

Task 1- Due Diligence

Development

Task 2 - Program Management and Coordination

Task 3 - Sub consultant Management

Task 4- Permitting Assistance

Task 5 - Design Coordination

Task 6 - Construction Management

TASK 1 - DUE DILIGENCE; ENTITLEMENTS;

CSPD will ensure the property is satisfying all legal obligations necessary for School's intended use of the property. CSPD will secure the necessary approvals from the City planning and zoning authority for the addition of the proposed building.

TASK 2- PROGRAM MANAGEMENT AND COORDINATION

Overall program management and coordination consists of assisting School with the coordination of the planning, design, permitting, and construction of the Project. Professional services consist of the administrative tasks necessary to coordinate and maintain the overall budget and schedule for the project. CSPD will provide on a monthly basis a project status report which includes but not limited to up-to-date accounting and reporting of funds disbursed, how much and to whom, updated project schedule, meeting minutes with Sub consultant and upcoming project meetings.

Task 2.1 – Sub consultant Selection

The planning and design of the new educational facility will require the selection of qualified sub-consultants including an architectural firm, a survey firm, a civil engineering firm, a geotechnical firm, and a general contractor. The Sub consultants will be selected through a Request for Proposal ("RFP") process. CSPD will have the authority to engage Sub consultants and the contractor based on the proposal requests from qualified firms. CSPD will review proposals, and recommend firms for contract negotiation. CSPD will negotiate the contract and will prepare contract documents for engagement with the consultant. CSPD will coordinate the individual Sub consultant's Scope of Services to ensure all aspects of the Project are properly addressed.

Task 2.2- Meetings

CSPD will attend coordination and progress meetings with Sub consultants and School on a weekly basis. Progress meetings will be facilitated by CSPD to discuss key milestone activities through the planning and design of the Project.

TASK 3 - SUB CONSULTANT MANAGEMENT

Sub consultant management includes administrative tasks necessary for the management of the Sub consultants through the planning and design phase of the project; and review of the planning and design drawings for permit coordination.

Task 3.1- Monthly Status Reports

CSPD will collect and review monthly status reports from each Sub consultant and submit them to Charter School. The monthly project status reports will generally consist of a summary of the project status; services accomplished during the past month; identification of any key project issues, action items, project

budget status, and project schedule. CSPD will monitor the sub-consultant's work for timeliness and ensure that the work meets the Project requirements.

` Task 3.2-Sub consultant Invoices and Payment Processing

CSPD will review each Sub consultant's progress payments for accuracy and completeness before recommending payment by School. Each month CSPD will prepare the necessary documentation to process a construction draw to be submitted to the School's real estate lender, if applicable, in order to pay Sub consultants verified and approved expenses against the approved Budget.

TASK 4 – PERMITIING ASSISTANCE

CSPD will assist School with the extensive coordination with permitting agencies required to successfully cause the construction of the Project. CSPD's construction manager will prepare draft permit applications and supporting technical data for School's signature necessary for obtaining permit approvals in accordance with each agencies policies and procedures. CSPD will coordinate permit submittals to complete the project within the outlined schedule. CSPD will also attend meetings with permitting agencies as required.

Task 4.1 – Permit Processing

The improvement plans will be submitted to the appropriate agency departments as deemed necessary for review and compliance with governing standards including planning requirements, design reviews, potable water service, wastewater service, fire department requirements, health department requirements, drainage studies, building department standards, construction dust permits, and traffic studies.

Task4.2-UtilityCompanies

CSPD will coordinate with the utility companies who will review the improvement plans to ensure clearances from their proposed building.

TASK 5 - DESIGN COORDINATION

Task 5.1 – Design Reviews

CSPD will monitor the Sub consultant's work for timeliness and ensure that the work meets the project's requirements. CSPD will also coordinate the planning and design tasks between the Architect, MEP, and Civil Design Team. CSPD will assist School with reviewing submittals by the Sub consultants.

TASK 6 - CONSTRUCTION MANAGEMENT

CSPD, will provide its construction management to oversee the construction of the Project.

Task 6.1 – Bidding Assistance

CSPD’s construction manager will prepare a bid package to a short-list of local general contractors. Once proposals are received, CSPD will prepare a summary comparison for review and contractor award by School.

Task 6.2 - Contractor Schedule

CSPD will review and monitor the Contractor's Schedule on not less than a monthly basis including review of the initial schedule to determine if all construction activities are to be completed within the contract time. In addition, CSPD shall monitor the actual construction progress versus the Construction Schedule on a monthly basis. CSPD will review Contractor's monthly project status and submit to School. The monthly project status reports will generally consist of the summary of the project status; services accomplished during the past month and identification of any key project issues.

Task 6.3 – Shop Drawings, Requests for Information, and Requests For Clarification

CSPD’s construction manager will review all Contractor generated shop drawings as required by the construction documents. The construction manager will submit all shop drawings to the appropriate Sub consultant. Procedures for checking shop drawings will be coordinated with the procedures proposed by the construction manager. In addition, CSPD’s construction manager will review all RFl's and RFC's submitted by the Contractor and Architect. CSPD will review the legitimacy of such requests and determine the appropriate reviewer and forward accordingly. If supplementary drawings are required for clarifying the contract documents, CSPD will coordinate the production of supplemental drawings with the responsible Architect or Engineer.

Task 6.4 – Certificate of Occupancy and Final Punch-List

CSPD’s construction manager will coordinate with general contractor to get all final inspections completed and obtain a Final Certificate of Occupancy from the local authorities in order for School to move-in. A final punch-list shall be prepared and CSPD will manage general contractor to complete the list in a timely fashion.

Construction Management Fee Comparison

School	Construction Budget	Management Fee	% to Const. Cost
Cornerstone, North Carolina*	$ 18,674,110.00	$ 728,197.00	4.06%
Integrity, San Diego*	$ 24,606,192.00	$ 1,372,922.00	5.91%
NSLA - Campus	$ 27,230,892.00	$ 975,000.00	3.71%
AAE - MPR	$ 2,669,840.00	$ 156,522.00	6.23%
NSLA - New Classrooms	$ 5,951,656.00	$ 250,000.00	4.39%
AAE - New Classrooms	$ 4,653,688.00	$ 250,000.00	5.68%

*Amounts provided by John Phan, Campanile Group, Inc.

Lewis Center for Educational Research
Board Agenda Item Cover Sheet

Date of meeting: August 17, 2026

Title: Charter School Property Solutions (CSPS) @ Norton Science & Language Academy

Presentation: ____ Consent: ____ Action: _X___ Discussion: ____ Information: ____

Background:
Lewis Center has worked with Charter School Property Solutions (CSPS) for the development of major construction projects in the past. CSPS specializes in managing major construction projects for Charter Schools throughout many states in the United States. CSPS managed the entire construction of Norton Science and Language Academy. The agreement with CSPS will designate the approval for their support and managing the construction of a new wing at NSLA to house multiple classrooms, restrooms, office space, and utility spaces to support the growth of our High School and CTE programs. CSPS will seek proposals from professional trades (architects, engineers, general contractors, etc.) and will bring Lewis Center these proposals to select the team to build the new spaces.

During the construction of the NSLA campus, CSPS was a vital partner with LCER in making sure that the school construction timeline and budget were followed. They provided LCER with regular meetings to stay informed of the progress of the project and worked on behalf of LCER/NSLA to keep all costs and change orders under control and negotiate on our behalf.

Fiscal Implications (if any):
Contractual amount of $250,000

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

Recommendation:
Approve entering into agreement with Charter School Property Solutions ($250,000)

Submitted by: David Gruber
Chief Business Officer, LCER

NSLA Proposed High School Classroom Building - 8,600 SqFt.
August 1, 2026

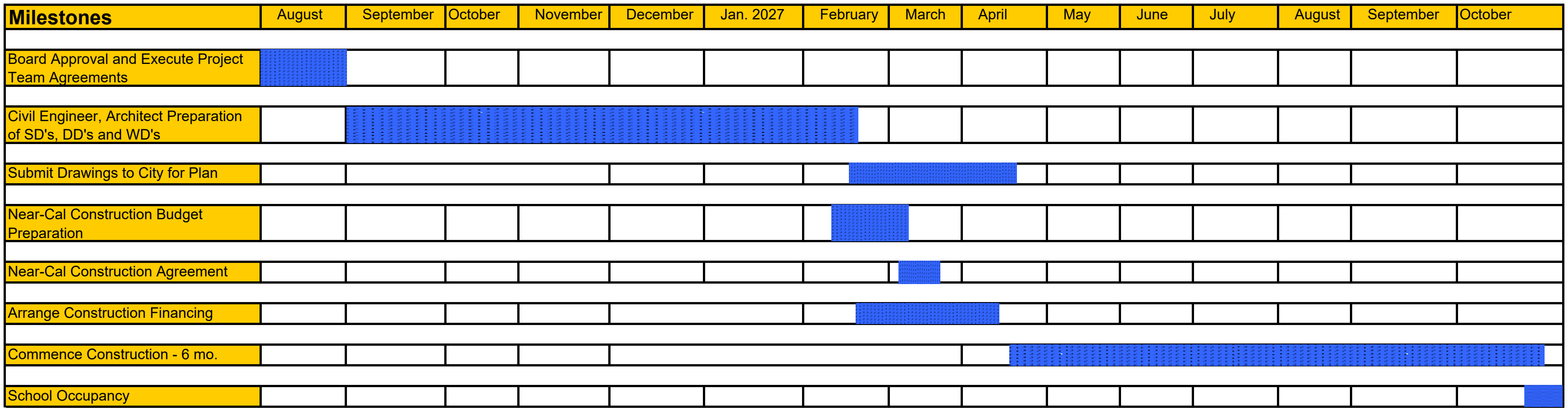
CHARTER SCHOOL PROPERTY SOLUTIONS

Hard Costs:	
Near-Cal GMP	5,067,336
Soft Costs:	
Architectural Fee	376,000
Structural Engineer	Inc.
MEP	Inc.
Civil Engineer	178,320
CSPD Fee	250,000
Structural Inspections	15,000
Soil Inspections	15,000
Permits and Fees	35,000
Impact Fees	0
Builders Risk	15,000
Subtotal	**884,320**
Total	**5,951,656**

*GMP includes a 10% contingency fee

CHARTER SCHOOL
PROPERTY SOLUTIONS

Timeline for Development of New NSLA High School Building - August 1, 2026



THIS DEVELOPMENT CONSULTANT SERVICES AGREEMENT (this "Agreement") is made as of August 11, 2026 and between **Norton Science and Language Academy** ("School"), and **Charter School Property Development, LLC** ("Developer"). School and Developer are also referred to herein as the "Parties." In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, School and Developer hereby agree as follows:

1. **DEVELOPMENT CONSULTANT SERVICES**

1.1 School hereby appoints Developer to provide the Development Consultant Services (the "Services") described on the attached Exhibit A in connection with the entire acquisition and development of the property selected by the School to be used as the School's primary educational facility (the "Project"). The terms and conditions of this Agreement shall govern the performance of the Services.

1.2 The initial term of this Agreement shall commence on the date of this Agreement and expire on the actual redevelopment completion date and occupancy by the School (as hereinafter defined as "Term"). The Parties may mutually agree to renew or extend the Term.

1.3 The Parties acknowledge and agree that the Services include overseeing and managing the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by School to perform work on the Project ("Subcontractors"). Developer will review Project documents and require such changes as are necessary so that all such documents are in the name of School, and all warranties run in favor of School. Developer shall exercise due care in the selection of skilled and qualified Subcontractors with demonstrated expertise in their respective fields. School acknowledges that the work product provided by Subcontractors will be the responsibility of such persons and that Developer does not warrant or guaranty, and shall not have any liability with respect to, their performance or work product. Developer will not be liable for design techniques or procedures employed by any third party including Subcontractors providing design or other services in connection with the Project, or construction means, methods, techniques, sequences or procedures, particularly as they apply to the structural integrity of constructed building components in the Project. All agreements with Subcontractors shall be entered into either by School directly for the account and in the name of School, and the funds necessary to pay for such services shall be paid by School.

1.4 Developer shall provide the Services in a good and efficient manner consistent with School's usage and image. Developer shall perform the Services through able, qualified and trained Developer employees ("Developer Employees") and, if applicable, subcontractors. Developer shall have the exclusive right to hire, direct, discipline, compensate and terminate Developer Employees, and shall exercise complete and exclusive control over the conduct of Developer Employees.

1.5 Developer represents and warrants that Developer will exercise the highest degree of professional care in the performance of its work hereunder and that its services will be performed in a workmanlike and professional manner by personnel having a level of skill in the area of work commensurate with the requirements of the scope of work to be performed. If School notifies Developer that any portion of the Services fail to conform to that standard, Developer shall, at its expense and in its discretion, re-perform the service provided by Developer that relates to the non-conforming portion of the Services.

1.6 Developer will collaborate and cooperate with all personnel and other consultants (if any) retained by School for the Project (collectively, the "Other Personnel") and will perform its work so that it will be coordinated with that of School and Other Personnel. Developer also will grant Other Personnel access to its work in progress and cooperate with the Other Personnel throughout the performance of its work so that the Project may be completed expeditiously, economically and in furtherance of School's interest. Developer shall have no liability whatsoever for any delays, damages or claims to the extent caused by the activities of such Other Personnel.

1.7 The parties agree that the Services of the Developers (the "Key Personnel") are essential to the satisfactory performance by Developer of the scope of services called for in this Agreement. The parties further agree that if any of the Key Personnel leave the employ of Developer during the term of this Agreement for any reason or is unavailable to continue, Developer shall promptly replace such Key Personnel with substitute individuals having appropriate skills and training.

2. INSURANCE

2.1 Developer's Insurance. Developer shall maintain the following insurance policies, covering the activities of Developer under this Agreement: (a) commercial general liability of $1,000,000 combined single limit per occurrence and annual aggregate; (b) comprehensive automobile liability for owned, hired and non-owned motor vehicles of $1,000,000 per accident combined single limit; (c) workers' compensation, occupational diseases and disability benefits in accordance with applicable statutory requirements; (d) employers' liability of $1,000,000; and (e) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability, comprehensive automobile liability and employer's liability policies required above with limits of $5,000,000 per occurrence and annual aggregate. School will be an additional insured under Developer's commercial general liability policy described above to the extent of loss attributable to Developer's gross negligence. Developer's insurance will not be called upon to respond to or cover School's negligence or willful misconduct.

2.3 Mutual Waiver of Subrogation. School and Developer each hereby waives, for itself and its affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party or its affiliates with regard to losses or claims insured against under this Agreement.

3. INDEMNIFICATION

3.1 Developer Indemnification. Developer will indemnify School for, and hold School harmless from and against all claims, liabilities, judgments, actions, penalties and other expenses, including legal fees, (collectively, "Claims") suffered by or arising out of and resulting from negligent or unauthorized acts, errors, misstatements or omissions or the willful misconduct of Developer, its employees, agents, consultants and any others for which Developer is legally responsible, in connection with the representations or covenants made, or work contemplated, under this Agreement.

3.2 School Indemnification. School will indemnify Developer for, and hold Developer harmless from and against all Claims suffered by or arising out of and resulting from negligent or unauthorized acts, errors, misstatements or omissions or the willful misconduct of School, its employees, agents, consultants and any others for which School is legally responsible, in connection with this Agreement.

3.3 Procedure. Developer and School shall be liable hereunder only to the extent of the respective indemnity obligations. If both Parties bear fault for a matter, each Party's liability shall be equal to the percentage determined to be due to the fault of such Party as agreed upon by the Parties or as fixed by settlement agreement or final judgment of a court or arbitration panel. Further, if either Party assumes the defense of a matter for which the other Party, but not the defending Party, is at fault (in whole or in part with any third party), the Party at fault shall either pay or reimburse the defending Party fully for all costs and expenses incurred in connection with such defense.

3.4 Limitations on Liability. Notwithstanding any provision herein to the contrary:

(a) Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.

(b) In no event shall Developer incur liability under this Agreement or otherwise relating to the Services beyond the amount of fees (excluding any reimbursed amounts) received by Developer under for the relevant Project.

(c) Developer shall have no liability with respect to any Claim based upon or resulting from any erroneous or incomplete data provided by School or any third party or otherwise contained in School's databases.

(d) Developer shall only be responsible to the School to the extent any Claim is the result of the acts or omissions of Developer or those for which it is legally responsible.

Developer is not guaranteeing or otherwise responsible for the performance of any of the Other Personnel, including, but not limited to, the Subcontractors. No representation or recommendation is or will be made by Developer as to the legal sufficiency, legal effect, or tax or accounting consequences of any transaction or documentation.

3.5 Survival. This Section 3 shall survive the expiration or termination of this Agreement.

4. **CONFIDENTIALITY; INTELLECTUAL PROPERTY**

4.1 Confidentiality. Developer and School agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the "Disclosing Party"), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization ("Confidential

Information") and disclosed to the other Party (the "Receiving Party") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) in any action involving claims by or against persons or entities that are not Parties, (iv) as required by applicable law or legal process, or (v) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence.

4.2 Intellectual Property. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that Developer has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("Developer's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of Developer, and School shall not have or acquire any right, claim, title or interest in or to any of Developer's Intellectual Capital, except to the extent otherwise agreed by the Parties in a separate written agreement signed by authorized representatives of each Party.

Performance of the Services by Developer shall not be deemed to be a prohibition of, or interfere in any manner with Developer's provision of similar services to third parties, provided that Developer in so doing does not use or disclose any Confidential Information of School.

5. SCHOOL COVENANTS

School shall furnish all information and cooperation reasonably required by Developer in order to deliver the Services required hereunder. School shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. School agrees that Developer shall bear no liability to the extent arising out of School's failure to comply with its obligations under this Agreement. Further, Developer shall have no liability to the extent a Claim arises because Developer acted or failed to act because of adherence to School's policies, rules, regulations, agreements and/or instructions. All School policies and instructions with which Developer must comply shall be consistent with this Agreement and provided to Developer in advance in writing.

6. ENVIRONMENTAL MATTERS; PRE-EXISTING CONDITIONS

6.1 Developer Not a School, Operator, Generator or Transporter. School acknowledges that Developer is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). School agrees that Developer is not and shall not be deemed an "operator" of any property or Project of School or a "generator" or "transporter" (or comparable legal status) for purposes of any law pertaining to Hazardous Materials. Notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of School, Developer shall not be responsible for detecting, handling, removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by Developer.

6.2 Other Pre-Existing Conditions and Defects. Developer shall not be responsible for detecting or remediating any pre-existing conditions at a Project site or other property of School that may adversely affect the operations, maintenance or use thereof or the health or safety of persons or property. Developer shall not be responsible for detecting or remediating any structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property, whether pre-existing or arising during the Term. Notwithstanding anything to the contrary contained herein, School shall indemnify, defend and hold Developer harmless from and against all Claims asserted against or incurred by Developer to the extent arising out of any condition or circumstance arising initially prior to the date of this Agreement (regardless of whether such condition or circumstance continues) or that otherwise is not a matter for which Developer has specifically agreed to indemnify School hereunder.

7. DEFAULT

7.1 Default by Developer. A "Developer Default" shall mean: (a) Developer defaults in its performance of the Services in any material respect, and such default continues for a period of 5 days after written notice from School, unless such default cannot reasonably be cured within such period, in which event Developer shall have an additional 60 days to cure such default; or (b) any petition is filed by or against Developer under the U.S. Bankruptcy Code or any similar state or federal law (and, in the case of involuntary proceedings, Developer fails to cause the same to be vacated, stayed or set aside within 30 days after filing). Upon the occurrence and continuance of an uncured Developer Default, School may terminate this Agreement and/or exercise its available remedies.

7.2 Default by School. A "School Default" shall mean: (a) School fails to make a payment when due to Developer, and such failure continues for a period of 15 days after written notice of such failure from Developer; or School defaults in the performance of any of its other material covenants, agreements or obligations hereunder, and such default continues for 15 days after written notice of such default or breach from Developer, unless such default cannot reasonably be cured within such period, in which event School shall have an additional 60 days to cure such default; or (b) any petition is filed by or against School under the U.S. Bankruptcy Code or any similar state or federal law (and, in the case of involuntary proceedings, School fails to cause the same to be vacated, stayed or set aside within 30 days after filing). Upon the occurrence and continuance of an uncured School Default, Developer may terminate this Agreement, cease performance of the Services and/or exercise its available remedies.

8. NOTICES

All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to Developer, then to ____________________; and if to School, to __________________ or to such other address as any Party may notify the other Party.

9. TERMINATION

9.1 School will have the right to terminate this Agreement only upon a material breach by Developer, effective upon at least fifteen (15) business days' prior written notice to Developer. Developer will have the right at any time hereafter to terminate this Agreement only upon a material breach by School, effective only after Developer first will have given School notice of such breach and a reasonable period to cure, which period will not be less than thirty (30) days from the date of such notice, after which this Agreement may be terminated upon ten (10) business days' prior notice to School if such breach will not be remedied by the end of such period. Notwithstanding the foregoing, Developer will not have the right to terminate this Agreement at any time based on nonpayment of fees if such nonpayment is due to a good faith dispute between Developer and School provided that all other non-disputed payments due Developer hereunder continue to be made. In the event of termination for any reason other than due to the breach of this Agreement by Developer, Developer is to receive and accept as full payment for its services performed prior to such termination, the amounts due it hereunder as of the date of termination.

9.2 School will have the right to suspend work on a Project from time to time on prior notice. In such event, Developer will be compensated for services performed prior to such notice and any additional costs actually incurred due to such suspension of work.

9.3 Upon termination of any Project under this Agreement, in accordance with School's written direction, Developer will immediately: (i) cease work; (ii) prepare and submit to School an itemization of all completed and partially completed deliverables and Services; (iii) deliver to School deliverables satisfactorily completed up to the date of termination and (iv) deliver upon request any works-in-process related to the Project (such as notes, drafts and sketches). Upon termination under this Section 9, School will pay Developer as full payment for its services performed prior to such termination.

10. INVOICING AND PAYMENT

10.1 Development Consultant Services Fees. As compensation for the performance of Services in connection with the Project, School shall pay Developer a development fee equal to $250,000. The Fee shall be earned and payable in equal monthly installments over the projected development period of fourteen (14) months. Developer will invoice School for the Fee when due.

10.4 Payment Terms. Except as provided below, School will pay Developer net 15 days. "Net 15 days" as used herein means that the applicable monthly invoice must be paid within 15 days from the date of the applicable monthly invoice. The School may choose to pay the Fee directly to the Development or direct the property lending source to include it in the financing of the property loan.

10.5 School is responsible for any taxes imposed by Applicable Law on the Services. Developer are responsible for any sales, use, transfer, value-added, goods and services, services, consumption, and other taxes and duties, including any excise taxes imposed on Developer in the conduct of Developer business, on the goods or services used or consumed by Developer in providing the Services.

11. MISCELLANEOUS

11.1 Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.2 Assignment; Successors and Assigns. Neither Party shall assign this Agreement (other than an assignment to an affiliate or by operation of law) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.3 Waiver. No consent or waiver by a Party to or of any breach or default, shall be deemed or construed to be a consent or waiver to or of any other breach or default under this Agreement. Failure of a Party to complain or declare the other Party in default, irrespective of how long such default continued, shall not constitute a waiver by such Party of rights and remedies hereunder.

11.4 Covenant of Good Faith and Fair Dealing. This Agreement imposes an obligation of good faith and fair dealing on School and Developer in the performance and enforcement of their duties and obligations herein.

11.5 Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, Developer promptly shall notify School. Once the Force Majeure event ceases, Developer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is not capable of preventing by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, governmental actions or delays, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

11.6 Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without regard to conflicts of law principles. **EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION IN ANY WAY RELATED TO, THIS AGREEMENT.**

11.8 Responsibilities. Each Party will at all times act in good faith and Developer shall use commercially reasonable efforts to advance School's interests and agrees to perform its obligations in a professional manner in conformity with the standards and practice of other professionals providing similar work. Developer will employ an adequate number of qualified, careful, efficient and skilled personnel and subcontractors; and will use skill, prudence, judgment and competent supervision in order that the execution of the Services may be economical, expeditious and consistent with the interest of School. Developer will supervise and direct the Services, using its best skill and attention. Developer will be solely responsible to School for and have control over all portions of Developer's obligation under this Agreement.

11.9 Ethics/Conflict of Interest. In its performance of this Agreement, Developer will adhere to business practices that are in accordance with the letter and spirit of applicable laws and ethical principles as follows:

(a) All transactions in connection with this Agreement will be accurately reflected in Developer's records and no funds or other assets will be paid directly or indirectly to government officials or person's action on their behalf for the purpose of influencing government decisions or actions with respect to School's business.

(b) Developer will conduct its activities hereunder and its dealings with School, subcontractors, and third parties so as to avoid loss or embarrassment to School due to any real or apparent conflict of interest and to require that all subcontractors comply with such policy in connection with this Agreement.

11.10 Developer will spend the necessary time and effort in cooperation with the officers and employees of School or any parent, subsidiary or affiliate of School, and other professionals designated or retained by School and Developer in order to become fully familiar with the Project and to incorporate into Developer's work all available information.

11.11 Developer will obtain School's written consent before publicly using any advertising, written sales promotion, press releases or other publicity matters relating to this Agreement or in which School's name is used or may reasonably be inferred. Developer will not divulge information concerning the Project to anyone (including, without limitation, Plans and information and applications for permits and variances) without School's prior written consent. Developer will obtain and deliver to Developer a similar agreement from any agents or subcontractors retained by Developer in compliance with the terms hereof.

11.12 Any provision of this Agreement which by its nature and effect is required to be observed, kept or performed after termination of this Agreement, will be and remain binding upon and for the benefit of the parties hereto until fully performed, kept or observed. The invalidity or unenforceability of any of the provision hereof will not affect the validity or enforceability of the remainder hereof. The provisions of this Agreement will inure to, and be for, the benefit of and may be enforced by both School and Developer, their respective beneficiary(ies) or the designated representatives of their beneficiary(ies) or their respective successors and permitted assigns.

11.13 Developer's personnel and Developer's work on the Project hereunder will comply with all applicable laws, regulations, ordinances, licensing requirements, codes or rules of all governmental authorities have jurisdiction over the Project. Developer will advise School and the contractor of any pending or subsequent changes of which Developer is aware or can reasonably be expected to become aware of in such law, regulations, ordinances, codes or rules and of the potential impact of such changes on the Project. Additionally, Developer hereby represents that its operations comply, and agrees that its operations will continue to comply, with all applicable law, including without limitation any anticorruption laws applicable to the Parties.

CHARTER SCHOOL
PROPERTY SOLUTIONS

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

NORTON SCIENCE AND LANGUAGE ACADEMY:

By: ____
Name:
Title:

CHARTER SCHOOL PROPERTY DEVELOPMENT, LLC:

By: ____
Name:
Title:

<u>EXHIBIT A</u>

SCOPE OF SERVICES

[SEE ATTACHED]

CHARTER SCHOOL
PROPERTY SOLUTIONS

EXHIBIT A

SCOPE OF SERVICES

The following Development Scope of Services will apply to Norton Science and Language Academy's real estate project at 230 Waterman Avenue in San Bernardino, CA ("School"). The School wants to construct a new high school building of approximately 8,600 square feet with a target completion and occupancy by October, 2027.

Charter School Property Development ("CSPD") will engage an architectural firm, a survey firm, a civil engineering firm, a general contractor, and any other sub-consultants as required to implement this project. These firms will be retained directly by the School however CSPD will be responsible for firm selection, contract review, and pricing. CSPD's Overall Program Management Services consist of the administrative tasks necessary to maintain the overall program including day-to-day project work planning, scheduling, permitting, communications, team-coordination and records management. Specific tasks to achieve the Overall Program Management include:

Pre-Development
Task 1- Due Diligence

Development
Task 2 - Program Management and Coordination

Task 3 - Sub consultant Management

Task 4- Permitting Assistance

Task 5 - Design Coordination

Task 6 - Construction Management

TASK 1 - DUE DILIGENCE; ENTITLEMENTS;

CSPD will ensure the property is satisfying all legal obligations necessary for School's intended use of the property. CSPD will secure the necessary approvals from the City planning and zoning authority for the addition of the proposed building.

TASK 2- PROGRAM MANAGEMENT AND COORDINATION

Overall program management and coordination consists of assisting School with the coordination of the planning, design, permitting, and construction of the Project. Professional services consist of the administrative tasks necessary to coordinate and maintain the overall budget and schedule for the project. CSPD will provide on a monthly basis a project status report which includes but not limited to up-to-date accounting and reporting of funds disbursed, how much and to whom, updated project schedule, meeting minutes with Sub consultant and upcoming project meetings.

Task 2.1 – Sub consultant Selection

The planning and design of the new educational facility will require the selection of qualified sub-consultants including an architectural firm, a survey firm, a civil engineering firm, a geotechnical firm, and a general contractor. The Sub consultants will be selected through a Request for Proposal ("RFP") process. CSPD will have the authority to engage Sub consultants and the contractor based on the proposal requests from qualified firms. CSPD will review proposals, and recommend firms for contract negotiation. CSPD will negotiate the contract and will prepare contract documents for engagement with the consultant. CSPD will coordinate the individual Sub consultant's Scope of Services to ensure all aspects of the Project are properly addressed.

Task 2.2- Meetings

CSPD will attend coordination and progress meetings with Sub consultants and School on a weekly basis. Progress meetings will be facilitated by CSPD to discuss key milestone activities through the planning and design of the Project.

TASK 3 - SUB CONSULTANT MANAGEMENT

Sub consultant management includes administrative tasks necessary for the management of the Sub consultants through the planning and design phase of the project; and review of the planning and design drawings for permit coordination.

Task 3.1- Monthly Status Reports

CSPD will collect and review monthly status reports from each Sub consultant and submit them to Charter School. The monthly project status reports will generally consist of a summary of the project status; services accomplished during the past month; identification of any key project issues, action items, project

budget status, and project schedule. CSPD will monitor the sub-consultant's work for timeliness and ensure that the work meets the Project requirements.

` Task 3.2-Sub consultant Invoices and Payment Processing

CSPD will review each Sub consultant's progress payments for accuracy and completeness before recommending payment by School. Each month CSPD will prepare the necessary documentation to process a construction draw to be submitted to the School's real estate lender, if applicable, in order to pay Sub consultants verified and approved expenses against the approved Budget.

TASK 4 – PERMITIING ASSISTANCE

CSPD will assist School with the extensive coordination with permitting agencies required to successfully cause the construction of the Project. CSPD's construction manager will prepare draft permit applications and supporting technical data for School's signature necessary for obtaining permit approvals in accordance with each agencies policies and procedures. CSPD will coordinate permit submittals to complete the project within the outlined schedule. CSPD will also attend meetings with permitting agencies as required.

Task 4.1 – Permit Processing

The improvement plans will be submitted to the appropriate agency departments as deemed necessary for review and compliance with governing standards including planning requirements, design reviews, potable water service, wastewater service, fire department requirements, health department requirements, drainage studies, building department standards, construction dust permits, and traffic studies.

Task4.2-UtilityCompanies

CSPD will coordinate with the utility companies who will review the improvement plans to ensure clearances from their proposed building.

TASK 5 - DESIGN COORDINATION

Task 5.1 – Design Reviews

CSPD will monitor the Sub consultant's work for timeliness and ensure that the work meets the project's requirements. CSPD will also coordinate the planning and design tasks between the Architect, MEP, and Civil Design Team. CSPD will assist School with reviewing submittals by the Sub consultants.

TASK 6 - CONSTRUCTION MANAGEMENT

CSPD, will provide its construction management to oversee the construction of the Project.

Task 6.1 – Bidding Assistance

CHARTER SCHOOL PROPERTY SOLUTIONS

CSPD's construction manager will prepare a bid package to a short-list of local general contractors. Once proposals are received, CSPD will prepare a summary comparison for review and contractor award by School.

Task 6.2 - Contractor Schedule

CSPD will review and monitor the Contractor's Schedule on not less than a monthly basis including review of the initial schedule to determine if all construction activities are to be completed within the contract time. In addition, CSPD shall monitor the actual construction progress versus the Construction Schedule on a monthly basis. CSPD will review Contractor's monthly project status and submit to School. The monthly project status reports will generally consist of the summary of the project status; services accomplished during the past month and identification of any key project issues.

Task 6.3 – Shop Drawings, Requests for Information, and Requests For Clarification

CSPD's construction manager will review all Contractor generated shop drawings as required by the construction documents. The construction manager will submit all shop drawings to the appropriate Sub consultant. Procedures for checking shop drawings will be coordinated with the procedures proposed by the construction manager. In addition, CSPD's construction manager will review all RFl's and RFC's submitted by the Contractor and Architect. CSPD will review the legitimacy of such requests and determine the appropriate reviewer and forward accordingly. If supplementary drawings are required for clarifying the contract documents, CSPD will coordinate the production of supplemental drawings with the responsible Architect or Engineer.

Task 6.4 – Certificate of Occupancy and Final Punch-List

CSPD's construction manager will coordinate with general contractor to get all final inspections completed and obtain a Final Certificate of Occupancy from the local authorities in order for School to move-in. A final punch-list shall be prepared and CSPD will manage general contractor to complete the list in a timely fashion.

2026-2027 GRANT TRACKING SHEET

Grant	Purpose / Description	Total Grant Amount	Direct Amount	Due Date	Date Submitted	Awarded?	Award Date	Grant Manager
None								

Effective Date	Check #	Vendor Name	Check Amount	Transaction Description
7/7/2026	57693	American Fidelity Assurance	17,647.00	American Fidelity - June 2026
7/7/2026	57706	KNC Construction Inc.	54,100.00	PO 2526-1585-NSLA
7/7/2026	57710	SBCSS	181,455.72	2025-26 Charter School Oversight Fee
7/7/2026	57713	THINK Together	24,317.27	25/26 Expanded Learning Services, EOY Summer Field Trips
7/10/2026	57733	Curriculum Associates, Inc.	182,718.00	PO 2627-0031-NSLA
7/10/2026	57743	Infinite Campus	70,352.40	PO 2627-0174-LCER
7/10/2026	57760	Renaissance Learning, Inc.	16,273.40	PO 2627-0173-LCER
7/10/2026	57764	SISC	338,945.55	Health Coverage for July 2026
7/10/2026	57769	Top Notch Lunches	17,043.95	Breakfast/Lunch Program, Summer Break
7/10/2026		Top Notch Lunches	55,610.95	Breakfast/Lunch Program, month of June
7/10/2026	57770	Town of Apple Valley	15,225.00	Summer Day Camp, June 15, 2026 to July 2, 2026
7/15/2026	341		217,743.06	Group: Payroll; Pay Date: 7/15/2026
7/15/2026	342		12,886.68	Group: 11mo Payroll; Pay Date: 7/15/2026
7/16/2026	57771	Carpets By Duane	19,920.38	Building A Carpet, POs 2526-1625-AAE / 2627-0275-AAE
7/17/2026	57778	Curriculum Associates, Inc.	109,205.70	PO 2627-0021-AAE
7/17/2026		Curriculum Associates, Inc.	182,718.00	PO 2627-0022-AAE
7/17/2026	57785	ThreatDown Inc.	13,439.90	PO 2627-0172-LCER
7/17/2026	57786	NextGenMath, LLC	10,317.00	PO 2526-1270-NSLA
7/17/2026	57792	Savvas	14,800.00	PO 2627-0027-AAE
7/17/2026	57793	Southern California Edison	14,694.49	Account #700119778270
7/17/2026		Southern California Edison	15,336.20	Account #700281016926
7/22/2026	57814	THINK Together	14,297.88	NSLA ELOP Cheer Arts Accelerators FY26
7/22/2026	57817	US Bank	25,968.64	Account #4148 4400 7955 5648
7/24/2026	57825	Literacy Resources, LLC	55,842.04	PO 2627-0012-AAE
7/24/2026	57827	Savvas	74,221.88	PO 2627-0008-AAE
7/27/2026	57839	S. Christensen Engineering Inc	18,788.30	PO 2627-0312-AAE
7/31/2026	343		222,787.67	Group: Payroll; Pay Date: 7/31/2026
7/31/2026	344		11,561.02	Group: 11mo Payroll; Pay Date: 7/31/2026
Report Total			2,008,218.08	

All Funds - Budget Comparison 2025/26 to 2026/27

Note - Revenue Reported is % of Budgeted Revenue Earned	2025-2026 Total Budget $ - Revised	2025-2026 Current Period Actual thru July	2025-2026 Remaining Budget	2025-2026 Percent Remaining	2026-2027 Total Budget $ - Original	2026-2027 Current Period Actual thru July	2026-2027 Remaining Budget	2026-2027 Percent Remaining
Revenue		Annual Budgeted Revenue				Annual Budgeted Revenue		
Revenue	47,259,881	37,800	47,222,081	99.92%	51,308,051	33,476	51,274,575	99.93%
Expense								
Certificated Salaries	17,610,820	300,776	17,310,044	98.29%	19,015,187	334,218	18,680,969	98.24%
Classified Salaries	6,781,561	343,241	6,438,320	94.94%	7,629,563	356,015	7,273,548	95.33%
Benefits	9,668,609	280,533	9,388,076	97.10%	10,571,610	292,727	10,278,883	97.23%
Books and Supplies	2,771,261	244,752	2,526,509	91.17%	2,651,442	525,931	2,125,511	80.16%
Services & Other	10,049,247	158,544	9,890,703	98.42%	10,102,835	392,670	9,710,165	96.11%
Capital Outlay	265,500	115,048	150,452	56.67%	418,407	38,709	379,698	90.75%
Other Outgo	0	0	0	N/A	0	0	0	N/A
Share of LCER	0	0	0	N/A	0	0	0	N/A
Total Expense	**47,146,998**	**1,442,895**	**45,704,103**	**96.94%**	**50,389,044**	**1,940,270**	**48,448,775**	**96.15%**
Add (Subtract) to Reserves	**112,883**	**(1,405,095)**	**1,517,978**		**919,007**	**(1,906,793)**	**2,825,800**	

Total Revenue	**47,259,881**	**37,800**	**47,222,081**	0.08%	**51,308,051**	**33,476**	**51,274,575**	0.07%
Total Expense	**47,146,998**	**1,442,895**	**45,704,103**	3.06%	**50,389,044**	**1,940,270**	**48,448,775**	3.85%
Add (Subtract) to Reserves	112,883	-1,405,095	1,517,978		919,007	-1,906,793	2,825,800	

AAE - Budget Comparison 2025/26 to 2026/27

Note - Revenue Reported is % of Budgeted Revenue Earned	2025-2026 Total Budget $ - Revised	2025-2026 Current Period Actual thru July	2025-2026 Remaining Budget	2025-2026 Percent Remaining	2026-2027 Total Budget $ - Original	2026-2027 Current Period Actual thru July	2026-2027 Remaining Budget	2026-2027 Percent Remaining
Revenue		Annual Budgeted Revenue				Annual Budgeted Revenue		
Revenue	21,753,674	16,437	21,737,237	99.92%	23,877,982	11,073	23,866,909	99.95%
Expense								
Certificated Salaries	8,217,528	116,896	8,100,632	98.58%	9,057,716	133,704	8,924,012	98.52%
Classified Salaries	2,259,898	75,588	2,184,310	96.66%	2,514,891	62,771	2,452,120	97.50%
Benefits	4,137,609	81,184	4,056,425	98.04%	4,580,404	82,442	4,497,962	98.20%
Books and Supplies	1,336,843	163,442	1,173,401	87.77%	1,338,764	378,717	960,047	71.71%
Services & Other	2,841,498	49,232	2,792,266	98.27%	2,864,133	205,790	2,658,343	92.81%
Capital Outlay	160,000	113,023	46,977	29.36%	211,058	38,709	172,349	81.66%
Other Outgo	0	0	0	N/A	0	0	0	N/A
Share of LCER	2,782,956	233,108	2,549,849	91.62%	2,974,394	247,866	2,726,528	91.67%
Total Expense	**21,736,332**	**832,473**	**20,903,859**	**96.17%**	**23,541,360**	**1,149,998**	**22,391,362**	**95.11%**
Add (Subtract) to Reserves	**17,342**	**(816,036)**	**833,378**		**336,622**	**(1,138,925)**	**1,475,547**	

Total Revenue	**21,753,674**	**16,437**	**21,737,237**	0.08%	**23,877,982**	**11,073**	**23,866,909**	0.05%
Total Expense	**21,736,332**	**832,473**	**20,903,859**	3.83%	**23,541,360**	**1,149,998**	**22,391,362**	4.89%
Add (Subtract) to Reserves	17,342	-816,036	833,378		336,622	-1,138,925	1,475,547	

NSLA - Budget Comparison 2025/26 to 2026/27

Note - Revenue Reported is % of Budgeted Revenue Earned	2025-2026 Total Budget $ - Revised	2025-2026 Current Period Actual thru July	2025-2026 Remaining Budget	2025-2026 Percent Remaining	2026-2027 Total Budget $ - Original	2026-2027 Current Period Actual thru July	2026-2027 Remaining Budget	2026-2027 Percent Remaining
Revenue		Annual Budgeted Revenue				Annual Budgeted Revenue		
Revenue	25,283,941	16,437	25,267,504	99.93%	27,240,069	11,073	27,228,996	99.96%
Expense								
Certificated Salaries	8,445,053	101,550	8,343,503	98.80%	9,121,641	123,512	8,998,129	98.65%
Classified Salaries	2,064,970	80,688	1,984,282	96.09%	2,325,380	80,174	2,245,206	96.55%
Benefits	3,886,251	70,389	3,815,862	98.19%	4,258,360	77,780	4,180,580	98.17%
Books and Supplies	1,393,968	79,033	1,314,935	94.33%	1,259,180	146,724	1,112,456	88.35%
Services & Other	6,578,928	64,092	6,514,836	99.03%	6,612,587	178,707	6,433,880	97.30%
Capital Outlay	75,000	2,025	72,975	97.30%	175,849	0	175,849	100.00%
Other Outgo	0	0	0	N/A	0	0	0	N/A
Share of LCER	2,812,526	234,377	2,578,149	91.67%	2,978,786	248,232	2,730,554	91.67%
Total Expense	**25,256,696**	**632,153**	**24,624,543**	**97.50%**	**26,731,783**	**855,129**	**25,876,654**	**96.80%**
Add (Subtract) to Reserves	**27,245**	**(615,716)**	**642,961**		**508,286**	**(844,056)**	**1,352,342**	

Total Revenue	**25,283,941**	**16,437**	**25,267,504**	0.07%	**27,240,069**	**11,073**	**27,228,996**	0.04%
Total Expense	**25,256,696**	**632,153**	**24,624,543**	2.50%	**26,731,783**	**855,129**	**25,876,654**	3.20%
Add (Subtract) to Reserves	27,245	-615,716	642,961		508,286	-844,056	1,352,342	

LCER - Budget Comparison 2025/26 to 2026/27

Note - Revenue Reported is % of Budgeted Revenue Earned	2025-2026 Total Budget $ - Revised	2025-2026 Current Period Actual thru July	2025-2026 Remaining Budget	2025-2026 Percent Remaining	2026-2027 Total Budget $ - Original	2026-2027 Current Period Actual thru July	2026-2027 Remaining Budget	2026-2027 Percent Remaining
Revenue		Annual Budgeted Revenue				Annual Budgeted Revenue		
Revenue	222,266	4,925	217,341	97.78%	190,000	11,330	178,670	94.04%
Expense								
Certificated Salaries	948,239	82,331	865,908	91.32%	835,830	77,003	758,827	90.79%
Classified Salaries	2,456,693	186,965	2,269,728	92.39%	2,789,292	213,070	2,576,222	92.36%
Benefits	1,644,749	128,960	1,515,789	92.16%	1,732,846	132,506	1,600,340	92.35%
Books and Supplies	40,450	2,277	38,173	94.37%	53,498	489	53,009	99.09%
Services & Other	628,821	45,221	583,600	92.81%	626,115	8,173	617,942	98.69%
Capital Outlay	30,500	0	30,500	100.00%	31,500	0	31,500	100.00%
Other Outgo	0	0	0	N/A	0	0	0	N/A
Share of LCER	(5,595,482)	(467,485)	(5,127,997)		(5,953,180)	(496,098)	(5,457,082)	91.67%
Total Expense	**153,970**	**(21,731)**	**175,701**	**114.11%**	**115,901**	**(64,858)**	**180,759**	**155.96%**
Add (Subtract) to Reserves	**68,296**	**26,656**	**41,640**		**74,099**	**76,188**	**(2,089)**	

Total Revenue	**222,266**	**4,925**	**217,341**	2.22%	**190,000**	**11,330**	**178,670**	5.96%
Total Expense	**153,970**	**-21,731**	**175,701**	-14.11%	**115,901**	**-64,858**	**180,759**	-55.96%
Add (Subtract) to Reserves	68,296	26,656	41,640		74,099	76,188	-2,089	

Lewis Center Foundation

(LCF) Lewis Center Foundation, Period Ending 07/31/2026

RECONCILIATION REPORT

Reconciled on: 08/06/2026

Reconciled by: Sam Gonzalez

Any changes made to transactions after this date aren't included in this report.

Summary USD

Statement beginning balance	308,441.30
Checks and payments cleared (15)	-10,500.00
Deposits and other credits cleared (5)	14,564.19
Statement ending balance	312,505.49
Uncleared transactions as of 07/31/2026	-1,519.98
Register balance as of 07/31/2026	310,985.51
Cleared transactions after 07/31/2026	0.00
Uncleared transactions after 07/31/2026	-117.61
Register balance as of 08/06/2026	310,867.90

Details

Checks and payments cleared (15)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/01/2026	Check	0385	Victor Valley College Foundation	-500.00
06/11/2026	Check	0392	California State University, Ful…	-500.00
06/11/2026	Check	0394	Victor Valley College Foundation	-500.00
06/11/2026	Check	0395	University of California, Irvine	-1,000.00
06/11/2026	Check	0397	University of California, Rivers…	-500.00
06/11/2026	Check	0398	University of California, Irvine	-500.00
06/11/2026	Check	0399	California Baptist University	-500.00
06/11/2026	Check	0389	California State University, Ful…	-500.00
06/12/2026	Check	0400	Riverside City College	-500.00
06/18/2026	Check	0403	California State University, Ful…	-500.00
06/18/2026	Check	0401	California State University, Ful…	-500.00
06/18/2026	Check	0402	Northeastern University	-500.00
06/18/2026	Check	0405	University of California, Santa …	-500.00
06/18/2026	Check	0407	Cal Poly Pomona	-1,500.00
06/18/2026	Check	0408	California State University, Ful…	-2,000.00
Total				-10,500.00

Deposits and other credits cleared (5)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/03/2026	Deposit		Stripe	2,736.04
07/17/2026	Deposit		Stripe	327.91
07/23/2026	Deposit		Monterey County Office of Ed…	10,000.00
07/31/2026	Deposit		Stripe	786.42
07/31/2026	Deposit			713.82
Total				14,564.19

Additional Information

Uncleared checks and payments as of 07/31/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/23/2026	Check	0409	San Bernardino Valley College	-1,500.00
07/24/2026	Check	0410	Samantha Gonzalez	-19.98
Total				-1,519.98

Uncleared checks and payments after 07/31/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/05/2026	Expense		US Bank	-117.61
Total				-117.61

Lewis Center Foundation

(LCF) Lewis Center Foundation, Period Ending 06/30/2026

RECONCILIATION REPORT

Reconciled on: 07/22/2026

Reconciled by: Sam Gonzalez

Any changes made to transactions after this date aren't included in this report.

Summary USD

Statement beginning balance	331,264.72
Checks and payments cleared (15)	-31,055.10
Deposits and other credits cleared (7)	8,231.68
Statement ending balance	308,441.30
Uncleared transactions as of 06/30/2026	-10,500.00
Register balance as of 06/30/2026	297,941.30
Cleared transactions after 06/30/2026	0.00
Uncleared transactions after 06/30/2026	3,063.95
Register balance as of 07/22/2026	301,005.25

Details

Checks and payments cleared (15)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/01/2026	Check	0383	Calvary Chapel University	-1,500.00
06/01/2026	Check	0384	Victor Valley College Foundation	-500.00
06/02/2026	Check	0386	Toni Preciado	-407.80
06/04/2026	Check	0387	The Mitten Building	-2,000.00
06/09/2026	Check	0388	Gabriela Garcia	-1,223.00
06/11/2026	Check	0390	University of California, Berkeley	-500.00
06/11/2026	Check	0393	California State University, Long Beach	-500.00
06/11/2026	Check	0396	University of California, Los Angeles	-500.00
06/11/2026	Check	0391	University of California, Davis	-1,500.00
06/18/2026	Check	0404	California State University, Long Beach	-500.00
06/18/2026	Check	0406	ArtCenter College of Design	-500.00
06/30/2026	Expense		LCER	-20,000.00
06/30/2026	Expense		LCER	-251.89
06/30/2026	Expense		US Bank	-112.41
06/30/2026	Expense		LCER	-1,060.00
Total				-31,055.10

Deposits and other credits cleared (7)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/01/2026	Deposit			3,000.00
06/02/2026	Deposit		Paypal Transfer	1,221.50
06/05/2026	Deposit		Stripe	501.55
06/16/2026	Deposit		US Bank	298.99
06/22/2026	Deposit		Stripe	35.00
06/22/2026	Deposit			2,425.00
06/30/2026	Deposit		US Bank	749.64
Total				8,231.68

Federal Cash Management Data Submission - CA Dept Of Education

Fiscal Year 2026-27, CMDC Report 1

Academy for Academic Excellence (CDS Code: 36750773631207)

Submitted 7/27/2026 9:16:36 PM

The data submitted was acknowledged to be true and accurate to the best of my knowledge as supported by accounting records in accordance with applicable government laws, regulations, and program requirements.

Submitted by:

David Gruber

Title: Chief Business Officer; E-mail: dgruber@lcer.org

Federal Program	Description	Data Collected
Title I, Part A		
Resource Code: 3010		
	Cash Balance	$0
Title II, Part A		
Resource Code: 4035		
	Cash Balance	$0
Title IV, Part A		
Resource Code: 4127		
	Cash Balance	-$8,415

Federal Cash Management Data Submission - CA Dept Of Education

Fiscal Year 2026-27, CMDC Report 1

Norton Science and Language Academy (CDS Code: 36103630115808)

Submitted 7/30/2026 12:01:50 PM

The data submitted was acknowledged to be true and accurate to the best of my knowledge as supported by accounting records in accordance with applicable government laws, regulations, and program requirements.

Submitted by:

David Gruber

Title: Chief Business Officer; E-mail: dgruber@lcer.org

Federal Program	Description	Data Collected
Title I, Part A		
Resource Code: 3010		
	Cash Balance	-$18,669
Title II, Part A		
Resource Code: 4035		
	Cash Balance	-$26,474
Title III, Immigrant		
Resource Code: 4201		
	Cash Balance	-$6,929
Title III, LEP		
Resource Code: 4203		
	Cash Balance	$0
Title IV, Part A		
Resource Code: 4127		
	Cash Balance	-$37,896

2026 Lewis Center for Educational Research Board Attendance

	January Regular	February Regular	March Regular	April Regular	May Regular	June Regular	August Regular	Sept Regular	Oct Regular	Dec Regular	TOTAL REGULAR
Yolanda Carlos	Present	Present	Present	**Absent**	Present	Present					**83%**
Amber Hom	**Absent**	Present	Present	Present	Present	Present					**83%**
Dr. Steve Levin	**Absent**	Present	Present	Present	Present	Present					**83%**
Marisol Sanchez	Present	Present	**Absent**	Present	Present	Present					**83%**
Lucy Tello	Present	Present	Present	Present	Present	Present					**100%**
Michael Razo	**Absent**	Present	Present	**Absent**	Present	Present					**67%**
Pat Schlosser	Present	**Absent**	Present	Present	Present	Present					**83%**

	Special Meetings		
	05/28/26		
Yolanda Carlos	Present		
Amber Hom	**Absent**		
Dr. Steve Levin	**Absent**		
Marisol Sanchez	Present		
Lucy Tello	Present		
Michael Razo	Present		
Pat Schlosser	**Absent**		

Fiscal Year 2026/2027 - As of 08/17/2026

LCER Board Give and Get

Member	Give	Get	In-kind	Total
Yolanda Carlos	$ -	$ -	$ -	**$ -**
Steven Levin	$ -	$ -	$ -	**$ -**
Mike Razo	$ -	$ -	$ -	**$ -**
Jessica Rodriguez	$ -	$ -	$ -	**$ -**
Marisol Sanchez	$ -	$ -	$ -	**$ -**
Pat Schlosser	$ -	$ -	$ -	**$ -**
Lucy Tello	$ -	$ -	$ -	**$ -**
Amber Hom	$ -	$ -	$ -	**$ -**
Total	**$ -**	**$ -**	**$ -**	**$ -**

Lewis Center Foundation Board Give and Get

Member	Give	Get	In-kind	Total
Buck Goodspeed	$ -	$ -	$ -	**$ -**
Vianey Gonzalez	$ -	$ -	$ -	**$ -**
Ambar Martinez	$ -	$ -	$ -	**$ -**
Jessica Rodriguez	$ -	$ -	$ -	**$ -**
Marisol Sanchez	$ -	$ -	$ -	**$ -**
Sabrina Schneider	$ -	$ -	$ -	**$ -**
Total	**$ -**	**$ -**	**$ -**	**$ -**

July 31, 2026

Dr. Lisa Lamb, President/CEO
Norton Science and Language Academy
230 S Waterman Avenue
San Bernardino, CA 92408

Dear Dr. Lamb:

California Education Code section 1240 requires that I annually visit Williams-monitored schools identified in our county and report to you the results of my findings on a quarterly basis (October, January, April, and July). This report is your district's fourth quarterly report for the 2025-26 school year.

Additionally, Education Code section 1240(c)(2)(C) requires that the results of these visits be shared with your governing school board at a regularly scheduled meeting held in accordance with public notification requirements. ***Please add this report to the agenda for your upcoming Board meeting.***

In summary, there are no findings to report in the following areas:

Instructional Materials

Monitored sites were visited in either Phase 1 or Phase 2. Site review findings were reported in the first and third quarterly reports generated in October 2025 and January 2026.

School Facilities

Monitored sites were visited in either Phase 1 or Phase 2. Site review findings were reported in the first and third quarterly reports generated in October 2025 and January 2026.

SARC

The SARC reviews were conducted during the second quarter of the 2025-26 fiscal year, and the findings were reported in the second quarterly reports generated in January 2026.

Teacher Assignment Monitoring

The 2024-25 annual assignment monitoring review findings were reported in the second quarterly report generated in January 2026. The annual Assignment Monitor and Review (AMR) for the 2025-26 fiscal year will begin on or after August 1, 2026, according to data availability from the Commission on Teacher Credentialing (CTC) and the California Department of Education (CDE).

Teacher Assignment Monitoring (cont.)

Findings for 2025-26 will be included in the corresponding quarterly report. The primary statute governing certificated assignment monitoring is Education Code 44258.9.

In conclusion, San Bernardino County Superintendent of Schools is available to support your school as we work together to ensure compliance with the Williams Settlement requirements. If you have any questions or need assistance, please contact Intergovernmental Relations at (909) 386-2947.

Sincerely,

Ted Alejandre
County Superintendent

cc: Ms. Yolanda Carlos, Board President
Ms. Erika Agosto, Williams Liaison
Ms. Angel Arrington, SBCSS Project Manager
Ms. Jenny Owen, SBCSS Director, Communications and Intergovernmental Relations
Mr. James Fields, SBCSS Senior Manager, Intergovernmental Relations and Communications
Ms. Caren Keele, SBCSS Project Manager, Communications and Intergovernmental Relations
Ms. Amanda Shoffner, SBCSS Credentials Manager

Lewis Center for Educational Research Board
Agenda Item Cover Sheet

Date of meeting:________August 17, 2026________

Title: Second Read: Revisions to BP 5144- Discipline/Suspensions and Expulsions

Presentation:_____ Consent:_____ Action:__x__ Discussion:_____ Information:____

Background:
This is a second reading for the Board. YM&C has provided additional updates as part of the Charter Renewal process which are redlined for the Board's review.

Fiscal Implications (if any):
N/A

Impact on Mission, Vision or Goals (if any):
These updates keep LCER schools compliant with all current ed code and law pertaining to discipline/suspensions and expulsions.

Recommendation:
Approve the policy as presented.

Submitted by:
Dr. Lisa Lamb
President/CEO

Lewis Center for Educational Research

BP 5144 **DISCIPLINE**
SUSPENSION/EXPULSION

Adopted: **January 24, 2008** **Revised: August 17, 2026**

The Lewis Center for Educational Research ~~(“LCER”)~~ Board of Directors ~~(“Board”)~~, which operates Academy for Academic Excellence ~~(“AAE”)~~ and Norton Science and Language Academy ~~(“NSLA”)~~ (collectively herein referred to as, “LCER”) recognizes the need to establish a comprehensive Suspension and Expulsion Policy and Procedures ~~in order~~ to promote learning and protect the safety and wellbeing of all students at LCER schools. In creating this policy, LCER has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* LCER is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as LCER’s policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

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 school property.

School administration shall ensure that students and their parents/guardians[1] are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Principal's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the school has a basis of

[1] The Charter School shall ensure that a homeless child or youth’s educational rights holder; a foster child or youth’s educational rights holder, attorney, and county social worker; and an Indian child’s tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term “parent/guardian” shall include these parties.

knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) or who is qualified for services under Section 504 ~~of the Rehabilitation Act of 1973 (“Section 504”)~~ is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law ~~mandates~~ requires additional or different procedures. The school will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the school has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the school for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student’s parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder, and shall inform the student, and the student’s parent/guardian, of the basis for which the student is being involuntarily removed and the student’s parent/guardian’s, right to request a hearing to challenge the involuntary removal. If a student’s parent/guardian requests a hearing, the ~~Charter~~ School shall utilize the same hearing procedures as specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student’s parent/-guardian requests a hearing, the student shall remain enrolled and shall not be removed until the school issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. ~~Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student’s independent study written agreement pursuant to Education Code Section 51747(g).~~

Alternative Means of Correction

For a student facing discipline for a discretionary offense listed below, the ~~Executive Director~~Principal may, whenever possible and practicable, provide alternatives to suspension or expulsion. These alternatives shall use a research-based framework with age-appropriate strategies that improve behavioral and academic outcomes while addressing and correcting the student’s specific misbehavior.

~~Charter~~ The School shall not suspend or expel any student based solely on the fact that they are truant, tardy, or otherwise absent from school activities. Violations of the ~~school’s~~ LCER’s attendance expectations shall be addressed in accordance with ~~Charter School~~LCER Attendance and Truancy Policy and/or Independent Study Policy, as applicable.

No student may be suspended or expelled for willful defiance or disruption. Alternatively, ~~Charter School~~ staff may refer a student who engages in willful defiance and/or disruption to the Principal or designee for appropriate and timely in-school interventions or supports. Within five (5) business days, the - Principal ~~Executive Director~~ or designee shall:

1) Document the actions taken and save the document to the student’s record
2) Inform the referring staff member what actions were taken and if none, the rationale used for not providing any appropriate or timely in-school interventions or supports.

For a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation, ~~Charter~~ the School may require both the victim and perpetrator to engage in- restorative justice practices. ~~Charter~~ The School may also require perpetrators to engage in culturally sensitive programs that promote racial justice and equity to combat racism and ignorance.

~~Charter~~ The School may utilize its Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, be used to help students gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

Procedures

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. **Discretionary Suspension and Expulsion Offenses**: Students may be suspended and/or recommended for expulsion when it is determined the student:

   a. Caused, attempted to cause, or threatened to cause physical injury to another person.

   b. Willfully used force or violence upon the person of another, except self-defense.

   c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.

   d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

   e. Committed or attempted to commit robbery or extortion.

   f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

   g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

   h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a ~~controlled substance~~tobacco product~~, alcohol, or an intoxicant of any kind~~ in order to seek help through services or supports shall not be suspended solely for that disclosure.

i. Committed an obscene act or engaged in habitual profanity or vulgarity.

j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o. Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

p. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

q. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

r. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.

s. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

t. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

   i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
   ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
   iii. Causing a reasonable student to experience substantial interference with their academic performance.
   iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the school.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

   i. A message, text, sound, video, or image.

3) A post on a social network Internet Web site including, but not limited to:
   a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
   b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
   c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

4) An act of cyber sexual bullying.
   a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that

has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

5) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury on another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor,~~.~~ ~~However, if a juvenile court adjudicates the student to have committed~~ a crime of physical violence ~~as an aider or abettor, and~~ in which the victim suffered great bodily injury or serious bodily injury, ~~the student may~~shall be subject to ~~suspension and/or expulsion for causing, attempting to cause, or threatening to cause physical injury to another person, and/or willfully using force or violence upon the person of another, except self-defense.~~ discipline pursuant to subdivision (1)(a)-(b).

v. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

2. **Non-Discretionary Suspension and Expulsion Offenses**: Students must be suspended and recommended for expulsion when it is determined the student:

   a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

   b. Brandished a knife at another person.

   c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

   d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4

If it is determined by the Hearing Officer, Panel, and/or Board that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The school will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

   Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal or designee. ~~The conference may be held in-person, telephonically, or via other electronic means.~~

   The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

   At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605.6(b)(5)(J)(i).

   This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. ~~No p~~Penalties ~~may~~ shall not be imposed on a student for failure of the student's parent/guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

   At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone, email, or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student~~, term of the suspension,~~ as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

   Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or designee, the student and the student's parent/guardian ~~or representative will~~shall be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when school has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

   This determination will be made by the Principal or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

   In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

   In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605.6(~~c~~b)(5)(J)(iii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial ~~The Charter School~~ LCER Board of Directors ~~("Board") may expel a student~~ following a hearing before it or by the LCER board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. ~~following a hearing adjudicated by a neutral hearing officer ("Hearing Officer") or expulsion panel ("Panel") selected by the Principal, to determine whether the student should be expelled.~~

~~If a panel adjudicates the hearing, the School Director shall appoint a minimum~~The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Board of Directors. ~~The Panel~~Each entity shall be presided over by a designated neutral hearing chairperson.

The ~~Hearing Officer or~~Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the LCER Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

~~The Principal or designee shall either select a Hearing Officer or appoint a Panel to hear and consider the recommendation for expulsion.~~In the event an Administrative Panel hears the case, it will make a recommendation to the Board of Directors for a final decision whether to expel. The hearing shall be held in ~~a confidential setting~~closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act "FERPA") unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the school's disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment.
5. An explanation of ~~T~~the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. An explanation of ~~T~~the right to inspect and obtain copies of all documents to be used at the hearing.
7. An explanation of ~~T~~the opportunity to confront and question all witnesses who testify at the hearing.
8. An explanation of ~~T~~the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The ~~Hearing Officer or Panel~~School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the school or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) calendar days' notice of their scheduled testimony;
   (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.

2. The school must also provide the ~~complaining witness~~victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the Hearing Officer ~~or Panel~~, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The Hearing Officer ~~or Panel~~ may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The Hearing Officer ~~or Panel~~ may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Hearing Officer ~~or Panel~~ from removing a support person whom the presiding person finds is disrupting the hearing. The Hearing Officer ~~or Panel~~ may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the school must present evidence that the witness' presence is both desired by the witness and will be helpful to the school. The Hearing Officer ~~or Panel~~ shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the Hearing Officer ~~or Panel~~ shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Hearing Officer ~~or Panel~~ from exercising their discretion to remove a person

from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the ~~entity~~ hearing officer conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the ~~Hearing Officer or~~Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

Following the conclusion of the hearing, the Hearing Officer or Panel shall issue a written recommendation to the Board, including findings of fact., which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion in closed session at a public meeting within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Hearing Officer or Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The ~~Hearing Officer, Panel, or~~ Board of Directors ~~(upon final review)~~ may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the ~~Hearing Officer or Panel~~Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The ~~Principal~~ Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the school's rules and regulations governing student conduct. If the ~~Principal~~ Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly herein.

J. Written Notice to Expel

The Principal or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) notice of the specific offense committed by the student; and (b) notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the school.

The Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) the student's name; and (b) the specific expellable offense committed by the student.

K. Disciplinary Records

The school shall maintain records of all student suspensions and expulsions at school. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the school as the LCER Board of Directors' decision to expel shall be final.

M. Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The school shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the school shall be given a rehabilitation plan upon expulsion as developed by the ~~Hearing Officer or Panel~~Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the school for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Principal or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the school's capacity at the time the student seeks readmission or admission to the school.

P. Notice to Teachers

The school shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Involuntary Removal for Unexcused Absences

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

   The school shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the ~~discipline~~ involuntary removal of any student with a disability or student that the school or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

   Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents/guardians to determine:

   a.. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

   If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

   If the school, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability. If the school, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

   a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

   b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent/guardian and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the school, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the school believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or the Charter School may request a hearing. In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct. The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student: Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function; Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting: The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

    a. A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the school's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the school had knowledge that the student was disabled before the behavior occurred. The school shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

        - The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to school supervisory or administrative personnel, or to one of the child's teachers, that the ~~student~~ child is in need of special education or related services.

        - The parent/guardian has requested an evaluation of the child.

        - The child's teacher, or other school personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the ~~d~~Director of ~~special education~~Student Support Services or to other school supervisory personnel.

If the school knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the school had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The school shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the school pending the results of the evaluation.

The school shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.