



REGULAR BOARD MEETING AGENDA

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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 September 21, 2026 – (pg. 3)

3. RECOGNITIONS / SPECIAL PRESENTATIONS

01. LCER Ambassador's Student Update
02. NSLA Principal's School Update – Erika Agosto
03. AAE Principal's School Update – Chet Richards
04. LCER Programs Presentation – Dr. Lisa Lamb, Ryan Dorsey

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. Approval of AAE Civil Engineering Agreement - David Evans & Associates – (pg. 6)
02. Approval of NSLA Civil Engineering Agreement – Kimley Horn – (pg. 35)
03. Approval of AAE Architect Design and Construction of New Educational Facilities – Kevin Tsai Architect – (pg. 55)
04. Approval of NSLA Architect Design and Construction of New Educational Facilities – Kevin Tsai Architect – (pg. 69)
05. Approval of Memorandum of Understanding Between California State University, San Bernardino and the Lewis Center for Educational Research (AAE and NSLA) – (pg. 83)
06. Approval of LCER Alternative Format Plan – (pg. 107)

6. DISCUSSION / ACTION ITEMS

01. Lewis Center Foundation Board Update – Marisol Sanchez, Foundation Board Chairman
02. Nominating Committee Update – Dr. Lisa Lamb

7. INFORMATION INCLUDED IN PACKET

01. President/CEO Report – (pg. 112)
02. Grant Tracking Report – (pg. 124)
03. LCER Financial Reports
 - a. Checks Over \$10K – (pg. 125)
 - b. Budget Comparisons – (pg. 126)
 - c. Lewis Center Foundation Financial Reports – (pg. 127)
04. LCER Board Attendance Log – (pg. 128)
05. LCER Board/Lewis Center Foundation Give & Get – (pg. 129)
06. AAE and NSLA Unaudited Actual Data – (pg. 130)

8. BOARD POLICIES / ADMINISTRATIVE REGULATIONS

01. Approval of Revision to Board Policy BP3516 Business and Noninstructional Operations: Emergencies and Disaster Preparedness Plan Procedures – (pg. 149)
02. Approval of Adoption of Board Policy BP9150 Bylaws; Student Board Members – (pg. 152)
03. Approval of Adoption of Administrative Regulation AR9150 Bylaws; Student Board Members – (pg. 155)
04. Approval of Revision to Administrative Regulation AR5141.52 Students; Suicide Prevention – (pg. 158)

9. FUTURE AGENDA ITEMS

10. BOARD / STAFF COMMENTS

11. ADJOURN



MINUTES

1. OPENING ITEMS

- .01 Call to Order and Pledge of Allegiance – Chairman Carlos called the meeting to order at 4:31 pm.
- .02 Roll Call – LCER Board Members Present: Chairman Yolanda Carlos, Marisol Sanchez, Patrick Schlosser, and Lucy Tello. Board Members Absent: Amber Hom, Dr. Steven Levin, and Michael Razo.
- .03 Adoption of the Agenda - A motion to adopt the agenda as presented was made by Patrick Schlosser, seconded by Lucy Tello. The motion passed by a roll call vote of 4-0.

2. APPROVAL OF MINUTES

- .01 Approval of the Minutes of the Regular Board Meeting Held August 17, 2026 - On a motion by Marisol Sanchez, seconded by Lucy Tello, vote 4-0, the LCER Board of Directors approved agenda item 2.01 by roll call vote.

3. RECOGNITIONS / SPECIAL PRESENTATIONS

- .01 LCER Ambassador's Student Update – NSLA Student Ambassadors Alex Ortiz and Katelyn Remigio reported on updates and upcoming events, including Fall Festival on October 2nd, ASB Homecoming Dance on October 9th, Cadet Corps 9/11 Ceremony, Color Guard presenting of colors at the LCER Gala, Ambassador holiday wreath sales, PTO Burger Point fundraiser, volleyball and athletic progress, and Poetry Out Loud practices. They also highlighted the September 14th charter renewal presentation before the SBCSS Board. AAE Student Ambassadors Nayeli Alvarado and Hailey Corrales reported on athletic and volleyball updates, the roll out of the Buddy Buttons fundraiser, and Sooman Han's visit from Yale University where he gave a presentation on planetary science. ASB is working on their haunted house and planning the Winter Formal dance. ROTC had a field trip to GAVRT and presented colors at the 9/11 Ceremony. SLT senior shirts are available for purchase. The Kinder Buddies list and meet up dates have been distributed. Mock Trial practices have begun, and the first match will be against Oak Hills.
- .02 AAE Principal's School Update – Principal Richards commended those who participated in the 9/11 Ceremony. Attendance for August closed at approximately 67%. Total enrollment stands at 1535 students, with 180 added to the waitlist following the recent lottery. Parsec training in ALT has taken place to support students in areas of need. 385 classroom walkthroughs have taken place to date, and CKH training strategies are being observed and implemented. Think Together will begin to transition into classrooms and is driven on academics and curriculum. PTC is holding their bookfair in the library. The Science department has been conducting interactive labs and students are actively involved and engaged. The AAE Charter will be presented to the Apple Valley Unified School District Board in October.
- .03 NSLA Principal's School Update – Principal Agosto highlighted on attendance, which was reported at 94.51%, which rose to 95.2% following free dress day incentives for attendance. Student behaviors dropped to three suspensions, compared to ten reported last school year, and attributed to relational CKH and relationship building practices. More than 200 formal walkthroughs have been conducted along with multiple check ins, focusing on instructional intentionality. Preliminary CAASPP data showed 38.99% ELA proficiency or advanced and 25.65% math proficiency or advanced. Secondary CTE pathway developments and community Family Voices sessions were introduced.
- .04 NSLA Poetry Out Loud Presentation and Poem Recital by Maximillian Goodly (The Ecosystem of Us) – Student Maximilian Goodly previously presented his poem at the County Superintendent Wellness Conference in Anaheim over the summer. He reflected on his Poetry Out Loud journey, competitions, and the importance of self motivation and balance. The Board expressed deep appreciation to Max and advisor, Mr. Tellyer.

4. PUBLIC COMMENTS - None

5. CONSENT ITEMS

- .01 Approval of AAE SFJROTC Senior Class Overnight Field Trip to Vandenberg Space Force Base October 12-15, 2026
- .02 Approval of NSLA Cadet Corps Annual Bivouac Overnight Field Trip to Camp Big Horn in Running Springs, CA on October 9-11, 2026
- .03 Approval of Lewis Center AAE Campus Consulting Agreement for Engineering Services with David Evans and Associates Inc.
- .04 Approval of Lewis Center Norton Campus Consulting Agreement for Engineering Services and Surveying Services with David Evans and Associates Inc.

It was recommended that consent Items 5.03-5.04 will be tabled due to additional information for the Board's consideration that did not become available until today. Mr. Gruber provided context to the new information.

On a motion by Patrick Schlosser, seconded by Lucy Tello, vote 4-0, the LCER Board of Directors approved consent agenda items 5.01-5.02.

On a motion by Patrick Schlosser, seconded by Marisol Sanchez, vote 4-0, the LCER Board of Directors approved to table consent agenda items 5.03-5.04 until the October 19, 2026 Board meeting.

6. DISCUSSION/ACTION ITEMS

- .01 Lewis Center Foundation Board Update – Marisol Sanchez, Foundation Board Chairman, reported on the sold out Gala that included more than 200 guests in attendance and generated \$47,605 in gross revenue. US Bank Sponsor Mark Gnekow won the Disney Grand Raffle.
- .02 Approve Proposition 28: Arts and Music in Schools Funding Guarantee and Accountability Act (AMS) AAE Annual Report – Mr. Gruber gave a brief overview of items 6.02-6.03. Mr. Schlosser inquired if the Computer Science course as funded, is a course that will be submitted to the UC system as an F course and satisfy the Art requirement. The school counselors will follow up to see where it falls.

On a motion by Patrick Schlosser, seconded by Lucy Tello, vote 4-0, the LCER Board of Directors approved agenda item 6.02 by roll call vote.
- .03 Approve Proposition 28: Arts and Music in Schools Funding Guarantee and Accountability Act (AMS) NSLA Annual Report – Mr. Gruber gave details on the funding difference based on enrollment, demographics, and detailed funding supports.

On a motion by Lucy Tello, seconded by Marisol Sanchez, vote 4-0, the LCER Board of Directors approved agenda item 6.03 by roll call vote.
- .04 Discuss AAE and NSLA Charter Renewal Updates – Dr. Lamb provided an update regarding the simultaneous charter renewal process for both schools. NSLA's presentation was held on September 14th with staff, students, and community members presenting in support of the renewal. The staff report will be available on October 26th. and decision hearing is scheduled for November 9th. Dr. Lamb noted there were inaccurate statements made at the presentation that required clarification and Dr. Lamb will work with staff to address them. Specifically, it was stated that a "no" vote on NSLA's charter was previously given because staff had stated iReady was not acceptable and verifiable data, which is incorrect. The staff report has been highlighted and areas noted where the renewal was recommended by staff and data supported the renewal. Students presented on the impact of dual immersion, and Dr. Lamb reported that Dr. Medina had reached out to request the opportunity to celebrate NSLA at the national level and highlight the success of its dual immersion program. AAE's renewal petition was submitted on September 10th. The public hearing and presentation will be on October 1st and decision hearing on December 10th. Renewal materials will address racial and ethnic balance, including an appendix on outreach and recruitment. It will also include enrollment, operations, fiscal stability and academics. Dr. Lamb encouraged Board and community members to participate in public comments.

7. INFORMATION INCLUDED IN PACKET

- .01 President/CEO Report
- .02 Grant Tracking Report
- .03 LCER Financial Reports
 - Checks Over \$10K
 - Budget Comparisons

- Lewis Center Foundation Financial Reports

- .04 Quarterly Financial Report (Phan 6/30)
- .05 LCER Board Attendance Log
- .06 LCER Board/Lewis Center Foundation Give & Get

8. BOARD POLICIES / ADMINISTRATIVE REGULATIONS

- .01 Approval of Revision to Administrative Regulation AR5141.52 Suicide Prevention – Dr. Lamb clarified no updates were needed to the Board Policy, but some legal updates were needed on the Administrative Regulation, and those were reviewed. It was recommended that staff positions only be named, not specific names, along with student representatives. The motion was approved as amended.

On a motion by Patrick Schlosser, seconded by Marisol Sanchez, vote 4-0, the LCER Board of Directors approved Board Policies/Administrative Regulations Agenda Item 8.01.

- .02 Approval of Revision to Board Policy BP3516 Business and Noninstructional Operations: Emergencies and Disaster Preparedness Plan Procedures – Dr. Lamb provided context to updates made on BP3516, AR3516, and AR3516.3. Recommendation to retire AR3516 and AR3516.3 due to them being part of the Comprehensive School Safety Plan, which is approved by the Board annually. BP3516 was missing from the Board packet, and it was recommended to bring back to the October board meeting.

On a motion by Patrick Schlosser, seconded by Lucy Tello, vote 4-0, the LCER Board of Directors approved to table Board Policies/Administrative Regulations agenda item 8.02 until the October 19, 2026 Board meeting.

- .03 Approval to Retire Administrative Regulation AR3516 Business and Noninstructional Operations: Emergencies and Disaster Preparedness Plan Procedures
- .04 Approval to Retire Administrative Regulation AR3516.3 Business and Noninstructional Operations: Earthquake Emergency Procedure System

On a motion by Patrick Schlosser, seconded by Marisol Sanchez, vote 4-0, the LCER Board of Directors approved Board Policies/Administrative Regulations Agenda Items 8.03-8.04.

9. FUTURE AGENDA ITEMS – Architect agreement, Civil Engineering proposals, and Board Policy BP3516.

10. BOARD/STAFF COMMENTS – Chairman Carlos conducted walkthroughs with Dr. Lamb through TK and Middle and High School classrooms. Mr. Schlosser extended his appreciation for time and participation in the Capturing Kids Hearts training last Friday. It gave him further insight into the work being done. Dr. Lamb asked for input and direction on the Staff Report included in the board packet. Mr. Schlosser provided feedback to leaving data out that is not in it's natural cycle, and appreciated the monthly data that is updated as it provides useful information. Additional comments from Dr. Lamb included that Student Board Members are excited to participate and want to move forward as soon as possible. The next Capturing Kids Hearts training will be the Leadership Blueprint which is a 2-day course to include up to 50 participants. To fill all seats, Dr. Lamb would like to include Board, Executive Team and the Management Team. The third week of July or end of June is proposed, and a poll will be provided to secure dates. Noche de las Estrellas will take place November 14th at NSLA. Management meetings included discussions on expanding CTE at AAE and bringing it to Norton, with specific next steps.

11. ADJOURN – Chairman Carlos adjourned the meeting at 6:03pm.

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

Date of meeting: ~~08/11~~ October 19, 2026

Title: ~~08/11~~ AAE Civil Engineering Proposal - David Evans & Associates (DEA)

Presentation: _____ Consent: X Action: _____ Discussion: _____ Information: _____

Background:

Lewis Center has worked with Charter School Property Solutions (CSPS) as our construction manager to receive proposals from civil engineers for the development of a new building to house science laboratories, instructional classroom/s, restrooms and storage spaces located behind the “A” Building (Technology Building).

Through this process, CSPS presented LCER proposals. In review of the proposals provided, LCER believes the additional cost (\$25,520) between DEA and the provided comparable bid, we will benefit by DEA’s prior knowledge of the campus from previous projects they have supported AAE with will reduce the risk of change orders and subsequent cost increases. Also included in this proposal are additional hours for meetings and coordination that will be billed based on the actual hours associated. If we were to look at the comparison of hours and expect the hours proposed by DEA to be correct, the difference between the proposals would only be \$8,553.

Fiscal Implications (if any):

Contractual amount of \$142,020

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

Recommendation:

Approve entering into agreement with David Evans & Associates (\$142,020)

Submitted by: David Gruber

Chief Business Officer, LCER

Civil Engineering Proposal Comparison

AAE (Academy for Academic Excellence) — Apple Valley Campus Expansion | Kimley-Horn (KHA) vs. David Evans and Associates (DEA)

Prepared for Larry Rieder, Charter School Property Solutions — comparison compiled September 20, 2026

Metric	Kimley-Horn (KHA)	David Evans & Assoc. (DEA)	Difference
Proposal / letter date	September 21, 2026	August 25, 2026	
Document type	Task & Fee Summary (preliminary estimate; states it is “not a contract agreement”)	Signed-ready “Authorization for Professional Services” (full contract w/ standard legal terms)	
Quote validity	Not stated	60 days from proposal date (≈ through Oct 24, 2026)	
New building area	5,300 SF	5,400 SF	+100 SF
CEQA review assumed needed?	No (per Client, stated explicitly)	Not addressed in scope (no CEQA line item either way)	

FEE COMPARISON			
Phase	Kimley-Horn (KHA)	David Evans (DEA)	DEA vs. KHA
Entitlements Phase	\$51,200	\$57,980	\$6,780
Final Engineering Phase	\$65,300	\$84,040	\$18,740
TOTAL DESIGN FEE (excludes Construction Adm	\$116,500	\$142,020	\$25,520
DEA premium over KHA (%)		21.9%	
Fee per square foot	\$21.98	\$26.30	\$4.32

Bottom line: DEA's proposal totals ~38% more than KHA's for a building of essentially the same size (DEA's brief runs about 100 SF / 2% larger) — DEA also

Task-by-Task Fee Comparison

Dollar figures as quoted by each firm. KHA's letter prices two phases at a phase-level lump sum and does not itemize the individual technical tasks below. Rows shaded gold flag a fee that doesn't reconcile with DEA's own stated hours — see comment.

Task #	Task / Deliverable	KHA Budgeted Hrs (T&M items)	KHA Fee	DEA Budgeted Hrs (T&M items)	DEA Fee	DEA Adjusted	DEA Adjusted Total
PART ONE — ENTITLEMENTS							
1.1	Client / Consultant Meetings (T&M)	20 mtgs/calls	Included in phase fee	20 hrs (max)	\$4,900		
1.2	Project Management & Coordination (T&M)	20 hrs	Included in phase fee	40 hrs (max)	\$8,920	-\$440	
1.3	Engineering Research	Not stated	Included in phase fee	Not itemized in this proposal	Dropped as a separate line item in DEA's AAE scope (present as its own task on the NSLA proposal)		
1.4	Public Agency Coordination & Processing (T&M)	10 hrs	Included in phase fee	20 hrs (max)	\$4,100		
1.5	Topographic Survey	—	Included in phase fee	—	\$8,180	-\$180	
1.6	Preliminary Site Plan	—	Included in phase fee	—	\$4,750		
1.7	Preliminary Grading & Drainage Plan	—	Included in phase fee	—	\$6,800	-\$800	
1.8	Composite Utility Plan	—	Included in phase fee	—	\$4,750		
1.9	Preliminary Hydrology Report	—	Included in phase fee	—	\$11,855	-\$3,355	
1.10	Preliminary WQMP	—	Included in phase fee	—	\$11,855	-\$3,355	
Entitlements Subtotal		<i>KHA lump sum, per S</i>	\$51,200		\$66,110	-\$8,130	\$57,980

PART TWO — CONSTRUCTION DOCUMENTS / FINAL ENGINEERING							
2.1	Client / Consultant Meetings (T&M)	25 mtgs/calls	Included in phase fee	20 hrs PM + 20 hrs Engineer (max)	\$4,900		
2.2	Project Management & Coordination (T&M)	20 hrs	Included in phase fee	60 hrs (max)	\$12,940		
2.3	Public Agency Coordination & Processing (T&M)	10 hrs	Included in phase fee	20 hrs (max)	\$8,200		
2.4	Demolition Plan(s)	—	Included in phase fee	—	\$4,600	-\$600	
2.5	Precise Grading & Drainage Plan	—	Included in phase fee	—	\$10,700	-\$1,700	
2.6	Horizontal Control Plan	—	Included in phase fee	—	\$6,600	-\$1,600	
2.7	Water Improvement Plan (domestic & fire)	—	Included in phase fee	—	\$8,700	-\$1,700	
2.8	Sewer Improvement Plan	—	Included in phase fee	—	\$8,900	-\$900	
2.9	Storm Drain Improvement Plan	—	Included in phase fee	—	\$8,500	-\$2,500	
2.10	Erosion Control Plan	—	Included in phase fee	—	\$4,700	\$300	
2.11	Final Drainage / Hydrology Report	—	Included in phase fee	—	\$8,000	-\$1,000	
2.12	Final WQMP Report	—	Included in phase fee	—	\$8,000	-\$1,000	
Final Engineering Subtotal		<i>KHA lump sum, per S</i>	\$65,300		\$94,740	-\$10,700	\$84,040
TOTAL DESIGN FEE (Entitlements + Final Engineering)				\$116,500	\$160,850	-\$18,830	\$142,020

Note: Construction Administration is excluded from both proposals. KHA states its CA fee “will be provided later”; DEA’s scope (Attachments A & B) stops at Final Engineering

Scope Inclusions & Contract Terms

Qualitative differences that don't show up in the fee total but affect risk, cost-control, and how ready each document is to sign.

Topic	Kimley-Horn (KHA)	David Evans & Assoc. (DEA)
Revisions included in base fee	1 submittal + 1 round of consolidated agency comments, stated once for the whole proposal	Entitlement tasks: iterative review with Client, no fixed round count stated. Final Engineering tasks: explicitly 2 rounds each to address agency review comments
Hours-cap protection	Hours given for meeting/PM/agency-coordination tasks, but no stated requirement for client approval before billing overages	Explicit language on capped-hour tasks: "if additional hours are required, additional budget will be added to the task with client's prior written approval"
Internal fee consistency	Not applicable — tasks aren't individually priced	Two line items don't reconcile with their own stated hours — see gold-highlighted rows on the Fee Detail tab (PM & Coordination hours dropped from 80 to 60 vs. the NSLA proposal but fee unchanged at \$12,940; Public Agency Coordination priced at 2x the NSLA rate for the same stated 20-hour cap)
Hourly billing rate schedule	Not provided in this letter	Full schedule provided (Principal \$340/hr down to Intern \$115/hr), locked through November 1, 2027 — identical schedule to DEA's NSLA proposal
Reimbursable expense markup	Not addressed	Cost + 10% on title company, reproduction, mileage, and delivery charges; government/agency fees paid directly by Client (not marked up)
Insurance requirements	Not addressed	Full requirements specified: \$2M CGL aggregate, \$1M Auto, \$1M/\$1M Excess-Umbrella, \$2M Professional Liability per claim/aggregate
Indemnification / dispute resolution	Not addressed	Mutual indemnification for negligence; disputes go through discussion → mediation → arbitration/court
Termination	Not applicable (not a contract)	Either party may terminate with 14 calendar days' written notice
Payment terms	LS invoiced monthly by % complete; HM billed hourly at then-current rates	Same general structure; invoices due in 30 days, 1%/month late fee after 30 days delinquent
Retainer	Not addressed	Retainer amount field is blank in this draft — to be filled in before execution
Water purveyor	Not specifically named	Liberty Utilities (Apple Valley's water provider) — different agency than the City of San Bernardino Water Department on the NSLA project

Topic	Kimley-Horn (KHA)	David Evans & Assoc. (DEA)
Sewer scope	Standard sewer connection/laterals assumed	Includes relocation of existing on-site private sewer mainlines around the new building — added scope beyond a typical new connection
Topographic survey basis	New topographic survey assumed (not separately priced)	DEA already holds an aerial topo survey of this campus; scope is a supplemental ground-level survey only, which is reflected in a lower survey fee than DEA quoted on the NSLA project
Client-furnished items assumed by both firms	Site plan by Architect before design starts; geotechnical report with infiltration/pavement recommendations by others; dry utility design by others; structural retaining wall design by others	Same: Client-approved site plan before design starts; geotechnical/soils data by others; dry utilities, landscape/irrigation, and retaining walls excluded (available as Additional Services)
KHA-specific assumptions	Foundation drainage by plumbing engineer; fire sprinkler system/booster pumps by plumbing engineer; all building-permit clearances cleared by architect	—
DEA-specific exclusion list	—	Same 25-item itemized exclusion list used on DEA's NSLA proposal: traffic signals/signs, perimeter walls, guard house/gated entry plans, potholing, haul route plan, valley gutters, settlement plate readings, and more — all explicitly "Additional Services" if needed
Offsite / public improvements	Dependent on City conditions of approval (COA) for surrounding streets — not separately scoped	Assumes project connects to existing on-site water/sewer with no new public main extensions, capacity studies, or lift stations; anything beyond that is Additional Services
Document readiness	Fee estimate only — states explicitly "This is not a contract agreement," and fees are "subject to change based on the date a formal agreement is prepared"	Ready to execute as presented — signature blocks for both parties, all standard legal attachments included



September 29, 2026

Dr. Lisa Lamb
Lewis Center for Educational Research
17500 Mana Road
Apple Valley, CA 92307
760-403-5353
llamb@lcer.org

Re: **Lewis Center AAE Campus | Consulting Agreement for Engineering Services**

Dear Dr. Lamb:

David Evans and Associates, Inc. (DEA) is pleased to respond to your Request for Proposal to provide engineering services on your project. We believe we will be an excellent partner with Lewis Center and will add value to your team based on:

- Our strong communication skills and responsiveness
- An excellent familiarity and working knowledge of this project type
- Our design experience and understanding of the standard practices and procedures in the City of Apple Valley

In that regard, please find enclosed our **Authorization for Professional Services** for your review. We trust you will find the Scope of Services comprehensive and related Fee acceptable.

Should you have any questions, please do not hesitate to call 760.524.9107.

Sincerely,
David Evans and Associates, Inc.

A handwritten signature in black ink, appearing to read 'Bret Thorpe', with a horizontal line extending from the end of the signature.

Bret Thorpe, P.E.
Project Manager / Associate

Enclosure

CC: Lindsey Woller, Project Coordinator

AUTHORIZATION FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT between Lewis Center for Educational Research a California nonprofit public benefit corporation ("Client") and David Evans and Associates, Inc., an Oregon Corporation ("DEA"), each a ("Party") and DEA, together with Client, the ("Parties"), effective as of the last date of signature below (the "Effective Date") and any amendments thereto (collectively, the "Agreement").

1. **PROJECT:** Client intends to engage in the following project (the "Project"):

Lewis Center AAE Campus

2. **SCOPE OF SERVICES:** Client hereby engages DEA to furnish certain services related to the Project (the "Services") as described on Attachment A, Scope of Services ("Scope of Services"),

See Attachment A – Scope of Services

3. **FEE FOR SERVICES:** DEA's fee for performing the Scope of Services is as indicated below:

- ☐ Client will pay a retainer amount of \$____ (the "Retainer") upon execution of the Agreement. The Retainer will be used to pay the final fees due under the Agreement, at such time as all Services are completed and the final bill is due. Please mail retainer check along with a signed copy of this to:

Regular Mail	Overnight Courier Address (UPS, FedEx, Etc.)
David Evans and Associates, Inc. PO Box 511777 Los Angeles, CA 90051-1777	Conduent, BMO Lockbox 511777 606 S. Olive Street, Suite 1100 Los Angeles, CA 90014

- ☐ A fixed fee of \$____.
- ☒ A fee amount based on the **Attachment B - Fee for Services**.
- ☐ Other: _____.

4. **EXTRA SERVICES:** DEA may also perform Extra Services (services not specified under Scope of Services), provided DEA and Client have agreed in writing to the scope of and fee for such Extra Services.

5. **ATTACHMENTS:** The following attached documents are incorporated and by this reference made part of this Agreement:

- | | |
|--|---|
| ☒ Standard Provisions | ☒ Attachment C – Environmental |
| ☒ Attachment A - Scope of Services | ☒ Attachment D – Insurance |
| ☒ Attachment B – Fee for Services | ☒ Attachment E – Project Schedule _____ |

Client and DEA acknowledge that they are in agreement with the terms and conditions as set forth in this Agreement and any modification of this Agreement will be made by written amendment duly executed by both Parties.

ACCEPTED FOR CLIENT:
LEWIS CENTER FOR EDUCATIONAL
RESEARCH (ACADEMY FOR ACADEMIC
EXCELLENCE (AAE))

ACCEPTED FOR DEA:
DAVID EVANS AND ASSOCIATES, INC.

BY _____

NAME _____

TITLE _____

DATE _____

BY _____

NAME Bret Thorpe, PE

TITLE Associate / Project Manager

DATE _____

BY _____

NAME _____

TITLE _____

DATE _____

STANDARD PROVISIONS:

- S-1. **STANDARD OF CARE:** The Services provided by DEA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in the same locality. DEA makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Services.
- S-2. **TIME PERIOD FOR PERFORMANCE OF SERVICES:** Unless otherwise agreed to by the Parties, DEA will commence the Services within a reasonable period of time after the Effective Date of this Agreement. This Agreement will continue in full force for one year after completion of the Project or until it is terminated by either Party in accordance with Section S-24.
- S-3. **INVOICING AND PAYMENTS:** The unbilled portion of the Services will be invoiced on or about the 10th day of the month for the portion of the Services completed as of the end of the prior month. Client will pay the invoiced amounts within 30 calendar days of the date on the invoice, after which time payment will be considered delinquent ("Delinquent Payment"). Client will pay monthly late charges on all Delinquent Payments at a rate of 1.0% per month (or the maximum rate allowed by law, if less) for each month from the date of invoice. Payments will be credited first to interest and then to principal. DEA may, at Client's sole risk and without liability or legal exposure to DEA or its subconsultants, suspend all Services until all Delinquent Payments have been remedied. If a Delinquent Payment remains outstanding for 60 calendar days or more, Client will be considered in material breach of this Agreement.
- Client will not withhold, back charge, retain or off-set any sums from payment to DEA for any reason, except for amounts reasonably disputed in good faith following written notice to DEA under Section S-19, which amounts Client may withhold solely pending resolution under Section S-23, and waives any statutory or other rights to withhold, back charge, retain or off-set from the payments made or to be made to DEA. If Client believes that there is a failure to meet the Standard of Care in the Services, Client will address those issue(s) in accordance with **Section S-19, Notifications** and, if necessary, **Section S-23, Dispute Resolution**.
- S-4. **PAYMENTS IN EVENT OF TERMINATION:** If this Agreement is terminated, Client will compensate DEA for all Services performed and expenses incurred under this Agreement prior to the date of termination, together with all costs arising out of the termination.
- S-5. **FURNISHED DATA:** Client will provide to DEA the relevant data in its possession relating to the Services, including, but not limited to, previous reports, maps, surveys, borings, and other information. Client will clearly delineate the boundary of the area(s) that comprise the Project. DEA may rely upon the accuracy of the information provided by Client in performance of the Services. Record drawings and construction documents (if any) will be prepared, in part, based on information compiled and furnished by Client and others, and may not

always represent the exact location or type of various components, or the exact manner in which the Project is to be finally constructed. DEA is not responsible for any errors or omissions in the information obtained from others that are incorporated into the record drawings or construction documents or used in connection with the Services.

- S-6. **TIMELY REVIEW:** Client will examine all studies, reports, proposals, and other related documents provided to Client by DEA and provide timely written decisions requested by DEA.
- S-7. **ACCESS TO FACILITIES AND PROPERTY:** Client will identify necessary precautions for a safe and healthy environment for DEA personnel and any of its subconsultants or those it is responsible for, working at the site of the Project (the "Site") in accordance with state and federal occupational safety and health guidelines, and other local, state, or federal law, regulations, and requirements ("Safety Laws"). Except as expressly identified in this Agreement for DEA to provide, Client will also arrange safe access to and provide a safe environment at all facilities, Project site(s), or other property as reasonably required for DEA to perform the Services, including, but not limited to, removal of persons, encampments, or other conditions that could make the area unsafe or violate Safety Laws.

Client will provide labor and safety equipment, with exception to personal protective equipment (PPE), as required by DEA for its access. Client will also perform, at no cost to DEA, tests of equipment, machinery, pipelines, and other components of the facilities as may be reasonably required in connection with the Services.

DEA shall not be responsible for the elimination or abatement of Site safety hazards and unsafe conditions resulting from activities by Client, its employees, separate contractors, or the public. Client agrees to cause its employees, separate contractors, and others to abide by all applicable Safety Laws.

If DEA observes an act or procedure which could result in injury or death, or which DEA believes may violate any applicable law or regulation, DEA may notify the Client. If such condition persists after Client has been notified, then DEA and its subconsultants have the right to cease all Services until the condition is corrected and the Client provides written notice of such correction. DEA will not be responsible for any delay, cost or expense resulting from such stoppage or suspension of Services.

- S-8. **PERSONNEL AND ON-SITE ACTIVITIES:** Each Party will be responsible for all acts of its own personnel at the Site or otherwise performing any work relating to the Project. While at the Site, DEA's personnel will comply with the applicable requirements of any construction contractor or subcontractors ("Contractors") and Client's safety programs, of which DEA has been informed in writing prior to commencement of the Project. DEA will at no time supervise, direct, control, or have authority over any Contractor work, nor will DEA have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or related safety precautions and

programs, nor for any failure of a Contractor to comply with laws or regulations applicable to such Contractor's work. DEA neither guarantees the performance of Contractors or others, nor assumes responsibility for their failure to perform work in accordance with the construction documents or safety standards.

S-9. **ADVERTISEMENTS, PERMITS, ACCESS AND CONSENTS:** Unless otherwise agreed to in the Scope of Services, Client will obtain, arrange for, furnish and pay for advertisements for bids, permits, fees and licenses required by governmental authorities, land easements, rights-of-way and access, and such approvals and consents from others necessary for the Services or construction of the Project.

S-10. **NOTICE OF VIOLATIONS:** Client will promptly notify DEA in writing if Client becomes aware of: a) a violation of any law, regulation, permit or license relating to the Project; b) proceedings that commence that could lead to revocation of permits or licenses relating to the Project; c) actual revocation of permits, licenses or other governmental authorizations relating to the Project; d) any investigation, litigation, mediation or arbitration that is threatened or commenced that could affect DEA or the Project; or e) deficiencies in equipment or facilities that result in non-compliance with applicable laws, regulations, permits or licenses (collectively "Violations").

S-11. **OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES:** In providing opinions of probable cost, financial analysis, economic feasibility projections, and schedules for the Project, DEA has no control over many factors, including: a) the cost of labor, materials, equipment or services furnished by others, including quantities or unit pricing; b) a Contractor's methods of determining prices through competitive bidding or over market conditions; c) unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions; d) time or quality of performance by third parties; e) quality, type, management or direction of operating personnel; and f) other economic and operational factors that may materially affect the ultimate costs or schedule of the Project. DEA makes no warranty that Client's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from DEA's opinions, analyses, projections or estimates. If Client wishes greater assurance as to any of these factors, Client will employ, at its own expense, an independent cost estimator, contractor or other appropriate advisor.

S-12. **LAWS NOW IN EFFECT:** DEA has based the schedule, fees, various estimates of costs for services, materials and equipment on the laws, rules and regulations in effect as of the Effective Date of this Agreement. Any change of relevant laws, rules or regulations, including laws relating to taxes or fees enacted after the Effective Date of Agreement may affect the final cost, schedule, scope or feasibility of the Project. DEA will be entitled to a reasonable adjustment of the Project schedule and additional compensation for costs and fees as necessary to comply with the change of relevant laws, rules or regulations.

S-13. **DEA CERTIFICATION:** Under no circumstances will DEA be required to sign any document resulting in DEA certifying, guaranteeing or warranting DEA's Services, including, but not limited to the existence or non-existence of any condition(s) whose existence DEA did not or could not ascertain, or in which the certification cannot be reasonably modified. Client will not make any payment or dispute resolution contingent on, or tied to, DEA signing any such certificate, regardless of who requests such certification.

S-14. **DOCUMENTS AND RECORDS: *Instruments of Service.*** All reports, plans, specifications, field data and notes and other documents, whether in hardcopy or in electronic form, including, but not limited to, software, e-mail or internet transfers, whether prepared by DEA or DEA's subconsultants, are instruments of professional service ("*Instruments of Service*") and are not products. In a discrepancy between a hardcopy document and electronic media, the hardcopy document will govern.

Ownership. DEA retains ownership of and all right, title to and interest in all Instruments of Service, whether in electronic media form or otherwise, and whether or not the Project is completed. Client agrees that any copies provided to Client by DEA are only for convenience and are not suitable for reuse by Client or others. Upon execution of this Agreement, DEA grants to Client a nonexclusive license (the "License") to use the final Instruments of Service solely and exclusively for the Project so long as Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The License permits Client to authorize the Contractors, material or equipment suppliers, Client's consultants and other contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services related to the Project. If Client materially breaches this Agreement and fails to cure such breach within 10 calendar days of written notice from DEA, the License will terminate; provided that the License will survive, and will not terminate, with respect to any Instruments of Service already incorporated into an issued governmental permit or completed construction. Client will not assign, delegate, sublicense, pledge or otherwise transfer the License to another party without the prior written agreement of DEA. Any unauthorized use of the Instruments of Service shall be at Client's sole risk and without liability to DEA.

Electronic Instruments of Service. At DEA's request, Client will remove all title blocks with the name or other company identifiers of DEA, including names of employees and other professionals. Client acknowledges that incomplete Instruments of Service are not reviewed for errors or omissions, and are not appropriate for further use.

Use of Instruments of Service. Any reuse, change or alteration of any Instruments of Service is not permitted without DEA's written consent. To the fullest extent permitted by law, Client will indemnify DEA and DEA's lower tier subconsultants from any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of any changes made to or unauthorized use of any Instruments of Service, final or incomplete.

- S-15. **ACCOUNTING RECORDS.** DEA will maintain accounting records, including, but not limited to original receipts, invoices and related verification, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. To the extent required to verify the direct costs specific to the Project, these records will be available to Client, upon written request, during DEA's normal business hours for a period of one (1) year after DEA's final invoice. Client may only audit accounting records applicable to a cost-reimbursable type compensation.
- S-16. **CONSTRUCTION PHASE PROJECTS:** Recommendations by DEA to Client for periodic construction progress payments to the Contractor(s) will be based on DEA's knowledge, information and belief based on a number of factors beyond DEA's knowledge or control. Specifically, the recommendations do not represent that DEA has examined: a) whether the Contractor(s) has completed the work in exact accordance with the construction documents; b) how or for what purpose the construction contractor(s) has used the monies paid; c) whether title to any of the work, materials, or equipment has passed to Client free and clear of liens, claims, security interests, or encumbrances; d) whether there are matters at issue between Client and the Contractor(s) that affect the amount that should be paid; or e) whether the final work will be acceptable in all respects.
- S-17. **NONDISCRIMINATION:** Neither Party will discriminate against, exclude from participation in, deny the benefits of, harass or allow harassment against, any person with regard to race, color, sex, religion, national origin, pregnancy, age, citizenship status, physical or mental disability, military status, genetic condition, marital status, sexual orientation, or any other legally protected criteria, except when applicable and as permitted by Section 12940 of the California Government Code. All personnel decisions, including, but not limited to, recruitment, hiring, training, promotion, compensation, overtime, benefits, safety, transfers and layoffs, will be administered without discrimination. Both Parties understand that while executing the terms of this Agreement it may be subject to and will comply with:
- a) Executive Order 11246 relating to Equal Employment Opportunity and non-discrimination and affirmative action obligations; b) The Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in programs conducted by federal agencies, in programs receiving federal financial assistance, and in the employment practices of federal contractors; c) Executive Order 13201 which requires federal contractors to post certain notices informing their employees that they have certain rights related to union membership and use of union dues and fees under federal law; d) The Vietnam Era Veterans' Readjustment Assistance Act, as amended; DEA and Subconsultant will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.
- S-18. **ENVIRONMENTAL:** Unless specifically included in the Scope of Services, the Services do not include any services related to Environmental Concerns (as defined in **Attachment C, Environmental**). Except for items disclosed on **Attachment C, Environmental**, Client represents that there is no known or suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Materials, Hazardous Substances or other Environmental Concerns located at or near the Site. The Parties agree to further terms regarding the handling of environmental matters contained in **Attachment C, Environmental**, if applicable.
- S-19. **NOTIFICATIONS:** Client will give prompt written notice to DEA if Client becomes aware of any development that may affect the scope, timing or accuracy of the Services or any issue relating to the contractual obligations of the Parties, including a change in Client's financing (a "Potential Issue"). The DEA Project Manager and appropriate employee of Client will diligently pursue resolution of any change in the Scope of Services or other action on account of the Potential Issue. If the Potential Issue is not resolved within a reasonable period, employees of the Parties who have the authority to make binding decisions on its behalf will attempt in good faith to resolve the issue within 30 calendar days. If the Potential Issue is not resolved by the end of the 30 calendar day period, either Party may pursue mediation pursuant to **Section S-23, Dispute Resolution**.
- S-20. **CHANGES:** Client may request in writing with such request delivered to DEA, changes, revisions, additions or deletions (collectively, "Changes") to the Scope of Services. Any request by DEA for adjustments in fee, time schedule or scope on account of such Changes will be made in writing and mutually agreed to by the Parties. Client and DEA will execute a written amendment to the Agreement prior to DEA's performance (if any) of such Change.
- S-21. **SUSPENSION OF SERVICES:** DEA will, upon 14 calendar days' written notice from Client, suspend, delay or interrupt all or a part of the Services. DEA will then resume the Services within 14 calendar days of receiving written notice from Client to do so if notice to resume is received no more than 90 calendar days from the date of suspension. If any suspension exceeds 90 calendar days, DEA and Client must mutually agree in writing to re-start the Services and the terms following this protracted suspension.
- S-22. **DELAYS:** If DEA is delayed in the progress or performance of the Services due to any event beyond DEA's reasonable control, including, but not limited to, strikes, lockouts, work slowdowns or stoppages, war, riots and other civil disobediences, sabotage, accidents, acts of Nature, labor shortages, epidemics, diseases, public health emergencies, acts of government, failure of any governmental or regulatory authority to act in a timely manner, failure of Client to pay invoices in accordance with this Agreement, furnish information or approve or disapprove of the Services in a timely manner, a Violation or faulty performance by Client or Contractors at any level (collectively, a "Delay"), DEA will give Client written notice of the cause of the Delay and estimate any adjustments in the schedule, fee and/or expenses attributable to such

Delay. DEA is not responsible for changes, additional time, costs or expenses attributable to such Delay. Upon cessation of the cause of the Delay, DEA will give written notice to Client of any actual adjustment to the time schedule, fees and/or expenses required as a result of the Delay, and Client and DEA will in good faith mutually agree in writing upon adjustments on account of such Delay.

- S-23. **DISPUTE RESOLUTION:** DEA and Client will work in good faith to resolve all disputes, controversies, or differences that arise out of or relate to this Agreement ("Disputes") by means of amicable discussions by senior managers of both Parties. All Disputes will be dealt with as follows:

Resolution by Discussion. Either Party may send a written notice to the other Party setting forth a detailed description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved within thirty (30) calendar days following receipt of the Notice of Dispute, the Parties may seek to have the Dispute resolved by non-binding mediation.

Resolution by Mediation. If the Parties endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the Parties mutually agree otherwise, such mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other Party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Resolution in Court. If the Parties have not resolved the Dispute by mediation or alternative method, either Party may, after 60 calendar days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), seek a resolution of the Dispute in accordance with **Section S-29, Governing Law**.

- S-24. **TERMINATION:** This Agreement may be terminated by either Party for any reason upon 14 calendar days' written notice to the other Party. Both Parties waive any claims for damages (except for nonpayment of services provided or expenses incurred by DEA), loss of profit or delay costs associated with the termination pursuant to this section.
- S-25. **RISK ALLOCATION AND INSURANCE INTERPRETATION:** Allocations of risk and indemnities in this Agreement are business understandings between the Parties and will apply to all the different theories of recovery, including breach of contract or warranty, tort, including, without limitation, negligence, strict or statutory

liability, or any other cause of action. Client will not seek damages in excess of these limitations indirectly through suits with other parties who may join DEA as a third-party defendant.

To the fullest extent permitted by law, Client, its members and affiliates will indemnify DEA from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeals), to the extent arising out of the negligent acts or omissions, breach of contract or willful misconduct of the Client. DEA must give reasonable written notice to Client of any claim, and must not act or fail to act in any manner that would compromise Client's position with respect to resolution or defense of the claim.

To the fullest extent permitted by law, DEA will indemnify Client from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeals), to the extent arising out of the negligent acts or omissions, or willful misconduct of DEA. Client must give reasonable written notice to DEA of any claim, and must not act or fail to act in any manner that would compromise DEA's position with respect to resolution or defense of the claim.

Without limiting the foregoing, this indemnification also applies to third party claims including, but not limited to, injuries to Client's employees. It is further agreed that the applicable state workers compensation immunity, including but not limited to, Title 51 of the Rev. Code of Washington ("RCW") and RCW § 4.24.115 is expressly waived by Client solely for the purposes of this indemnification.

Environmental Indemnity. To the fullest extent permitted by law, Client, its members and affiliates will indemnify DEA from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of claims for liability sought under CERCLA, RCRA or other environmental laws, or relating to the presence, discharge, release or escape of Environmental Concerns on or from the Project. This provision does not obligate Client to indemnify DEA for claims, damages, losses and costs (including reasonable attorneys' fees and costs of appeal), to the extent caused by DEA's own negligence or willful misconduct.

Certifications. To the fullest extent permitted by law, Client, its members and affiliates will indemnify DEA from any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and costs of appeal), arising out of claims of any certification or record document in connection with the Project executed or signed by DEA at the request of a governmental entity, lender or other third party, except to the extent claims result from the negligence or willful misconduct of DEA.

Defense. The Parties expressly exclude any obligation to defend in an action to which indemnification obligations may apply.

Mutual Waiver. To the fullest extent permitted by law, each Party waives against each other any and all claims for or entitlement to special, incidental, indirect, punitive or consequential damages arising out of, resulting from, or in any way related to the Project.

- S-26. **ALLOCATION OF RISK:** In recognition of the relative risks and benefits of the Project to both Client and DEA, the risks and benefits have been carefully considered and negotiated by the Parties and have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of DEA and its subconsultants to Client and to all Contractors on the Project for any and all claims, losses, costs, damages or expenses ("Claims") so that the total aggregate liability of DEA and its subconsultants to all those named will not exceed the amount of insurance required under this Agreement. These claims and causes include, but are not limited to, negligence, professional malpractice, strict liability, breach of contract, or warranty.
- S-27. **COMPLIANCE WITH LAWS:** Both Parties will comply with applicable federal, state and local codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
- S-28. **STATUS AS INDEPENDENT CONTRACTOR:** DEA represents that it will perform services as an independent contractor and not as an employee, agent, joint-venturer or partner of Client. DEA is responsible for the means and methods it uses in performing the services. DEA and its employees will not qualify for workers' compensation or other fringe benefits of any kind through Client. Neither Party has the right, power or authority to bind the other, and the relationship between Client and DEA is not of a fiduciary nature.
- S-29. **GOVERNING LAW AND JURISDICTION:** This Agreement will be governed by the laws of the state in which the Site is located, without regard to principles of conflict of law. Any dispute arising out of this Agreement shall be heard in a court of competent jurisdiction in the state in which the Site is located.
- S-30. **SUCCESSOR INTERESTS:** The covenants, conditions and terms of this Agreement will apply to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the Parties.
- S-31. **NO THIRD-PARTY BENEFICIARIES:** This Agreement gives no rights or benefits to anyone other than Client and DEA and has no third-party beneficiaries, except as provided in **Section S-14, Documents and Records, Ownership**.
- S-32. **ASSIGNMENT:** Client may not transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, rights of action, monies that are due or monies that may be due) without the prior written consent of DEA. DEA may employ any other party or entity it deems necessary or proper for any portion of the Services.
- S-33. **WAIVER:** A waiver by either Party of any covenant, term or condition of this Agreement must be in writing. Such a waiver will not affect the waiving party's rights with respect to any other covenant, term or condition or further breach.
- S-34. **SEVERABILITY AND SURVIVAL:** If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if it did not contain the provision. All express representations, waivers, indemnifications, and limitations

of liability included in this Agreement will survive its completion or termination for any reason, subject to applicable states of limitation or repose.

- S-35. **TIME LIMITS FOR CLAIMS:** Any claim brought by Client against DEA must be filed no later than four (4) years after the date of substantial completion of the Services or the expiration of the appropriate statute of limitations, whichever is earlier.
- S-36. **CONSTRUCTION:** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek the advice of counsel with respect to this Agreement is the sole responsibility of each Party. This Agreement will not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.
- S-37. **MODIFICATION:** This Agreement may only be modified by written amendment duly executed by both Parties.
- S-38. **NOTICES:** All notices required or permitted under this Agreement shall be given in writing and delivered either personally, by delivery service providing receipt of delivery, by first-class, certified or registered mail, return receipt requested or by e-mail, receipt confirmed to the authorized representative of the other Party at the address set forth below.

TO DAVID EVANS AND ASSOCIATES, INC:

Attn: Bret Thorpe

Address:

18484 Outer Hwy 18 N, Ste. 225

Apple Valley, CA 92307

Email: BThorpe@deainc.com

TO CLIENT: Lewis Center for Educational Research

Attn: Dr. Lisa Lamb

Address:

17500 Mana Road

Apple Valley, CA 92307

Email: llamb@lcer.org

ATTACHMENT A SCOPE OF SERVICES

Academy for Academic Excellence

PROJECT DESCRIPTION

The Lewis Center for Educational Research is intending to construct an expansion for their Apple Vally Campus, the Academy for Academic Excellence. This expansion will consist of a new building approximately 5,400 sf that includes five new classrooms, new restrooms and storage rooms. The Civil scope of services will include general grading, drainage, existing wet utility relocations and new wet utility connections as required to facilitate the expansion. The following items describe the **Scope of Services** that **DEA** will perform for **Client** under this **Agreement**.

PART ONE: ENTITLEMENTS

1.1 CLIENT / CONSULTANT MEETINGS

Attend Client/Consultant/Agency Meetings, as requested. This Agreement is based on a maximum Twenty (20) hours of meetings for the Project Manager. Travel time is included as part of the meeting estimate. This is an estimate of the number of meetings and hours required; if fewer meetings are necessary, only those hours will be utilized and invoiced. Additional hours will be invoiced as "Additional Services", with Client's prior written approval.

1.2 PROJECT MANAGEMENT AND COORDINATION

Provide overall project management and coordination throughout the entitlements process. Services will include coordination with the **Client**, project consultants, utility providers, and applicable public agencies; participation in project meetings and conference calls; management of project schedules, deliverables, and information requests; and internal quality control reviews. Project management efforts will also include coordination between the various engineering disciplines to facilitate consistency among project documents, address design conflicts, and support the timely completion of project milestones and agency submittals. The estimated budget for this portion of the Agreement provides for Forty (40) of hours of Coordination and Project Management for the Project Manager. This is an estimate of the number of hours required; if fewer hours are necessary, only those hours will be utilized and invoiced. Additional hours will be invoiced as "Additional Services", with Client's prior written approval.

1.3 PUBLIC AGENCY COORDINATION AND PROCESSING

Provide Public Agency Coordination and processing of plans. This Agreement is based on a maximum of twenty (20) hours of coordination and processing for the Project Engineer. This is an estimate of the number of hours required; if fewer hours are necessary, only those hours will be utilized and invoiced. Additional hours will be invoiced as "Additional Services".

1.4 TOPOGRAPHIC SURVEY

DEA has an ariel topographic survey of the campus that will be utilized; however, a supplemental topographic survey will be needed to obtain at a design level precision with the following parts:

- Spot elevations along the existing hardscape to determine join elevations for the proposed improvements where they will join the existing pavement.
- Spot elevations in the unimproved dirt area surrounding the building locations in approximately a 10'x10' grid.
- Topographic cross-sections of the existing wash in order to determine the proximity to the proposed building and adequately design slope protections to aid in stabilizing the wash to protect the proposed building site.
- Location of existing sewer manhole or cleanouts and pothole locations for existing sewer lines

This topographic Survey will be based upon the same coordinates, horizontal and vertical, as the existing ariel topographic survey. If additional areas or potholes are required, additional work will be completed upon the written agreement from the client for the "additional Services".

ATTACHMENT A SCOPE OF SERVICES

NOTE: The limits of the Topographic survey are reflected in the exhibit below.



1.5 PRELIMINARY SITE PLAN

DEA has previously discussed alternate layouts with Client. Based upon these discussions a Layout has been discussed. DEA will utilize the approved layout to produce a Preliminary Site Plan Exhibit for submittal to the Town of Apple Valley. This Exhibit will utilize the Site-Specific Topographic Survey. Upon return of review comments DEA will review with the Client and prepare a sketch incorporating changes and revisions for additional submittals to the Town of Apple Valley.

1.6 PRELIMINARY GRADING PLAN

Utilizing the updated Topographic Survey, DEA will review and complete a Conceptual Grading Plan for submittal to the Town of Apple Valley for review with the Site Plan Review process. The Plans include showing key spot elevations, cut/fill slopes and approximate street gradients. Show approximate limits of cut/fill slopes where they exceed 3'– 4' in height. Show typical grading sections. This includes Review preliminary soils report for the project site, to be supplied by **Client**.

ATTACHMENT A SCOPE OF SERVICES

1.7 COMPOSITE UTILITY PLAN

Prepare Composite Utility Plan based in part on data supplied by others, at a scale of (number), showing water, sewer, and storm drain. If available, electric lines will be included.

1.8 PRELIMINARY PROJECT SITE HYDROLOGY REPORT

DEA will complete a preliminary Hydrology Report for the proposed improvements. This will include only the area of the limits of disturbance for the new project. The preliminary hydrology report will include the existing and proposed condition hydrology for the site. This includes completely the following items:

- a) Review storm drain as-builts and prior drainage reports and calculations for adjacent projects.
- b) Obtain City/County rainfall curves for the project area.
- c) Perform preliminary drainage calculations. Estimate size of pipes, catch basins, and drainage channels required.
- d) Compile data and prepare Drainage Report including the pre and post development calculations.

1.9 PRELIMINARY WATER QUALITY MANAGEMENT PLAN (WQMP)

DEA will complete a preliminary Water Quality Management Plan for the proposed improvements. This will include only the area of the limits of disturbance for the new project. The preliminary WQMP report will include the existing and proposed condition hydrology for the site. This includes completely the following items:

- a) Review applicable stormwater quality regulations, NPDES requirements, and local water quality management ordinances relevant to the proposed development.
- b) Based on the preliminary hydrology study of the site, calculate the peak flow rate and volume of stormwater runoff requiring treatment to demonstrate compliance with current NPDES requirements and local agency criteria.
- c) Utilizing the preliminary soils report provided by the **Client**, identify potential stormwater pollutants and evaluate feasible Site Design, Source Control, and Treatment Control Best Management Practices (BMPs) for the project.
- d) Prepare a Preliminary WQMP Narrative including treatment flow rate calculations, preliminary BMP sizing assumptions, and descriptions of the proposed treatment systems and BMPs intended to satisfy water quality treatment requirements.
- e) Develop a Preliminary WQMP Exhibit depicting site drainage patterns and the approximate locations of the currently preferred BMPs and treatment facilities.
- f) Coordinate with the project team during the entitlement phase and provide documentation supporting preliminary compliance with stormwater quality requirements.

Note: Preparation of the Preliminary WQMP is dependent upon soils percolation testing results, soil classification data, and groundwater elevation information provided by others.

PART TWO: FINAL ENGINEERING

2.1 CLIENT / CONSULTANT MEETINGS

Attend Client/Consultant/Agency Meetings, as requested. This Agreement is based on a maximum twenty (20) hours of meetings for the Project Manager, and twenty (20) hours for the Project Engineer. Travel time is included as part of the meeting estimate. This is an estimate of the number hours required; if fewer hours are necessary, only those hours will be utilized and invoiced. Additional hours will be invoiced as "Additional Services", with Client's prior written approval.

ATTACHMENT A

SCOPE OF SERVICES

2.2 PROJECT MANAGEMENT AND COORDINATION

Provide overall project management and coordination throughout the final engineering process. Services will include coordination with the **Client**, project consultants, utility providers, and applicable public agencies; participation in project meetings and conference calls; management of project schedules, deliverables, and information requests; and internal quality control reviews. Project management efforts will also include coordination between the various engineering disciplines to facilitate consistency among project documents, address design conflicts, and support the timely completion of project milestones and agency submittals. The estimated budget for this portion of the Agreement provides for sixty (60) of hours of Project Management and Coordination. This is an estimate of the number of hours required; if fewer hours are necessary, only those hours will be utilized and invoiced. Additional hours will be invoiced as "Additional Services", with Client's prior written approval.

2.3 PUBLIC AGENCY COORDINATION AND PROCESSING

Provide Public Agency Coordination and processing of plans. This Agreement is based on a maximum of twenty (20) hours of coordination and processing. This is an estimate of the number of hours required; if fewer hours are necessary, only those hours will be utilized and invoiced. Additional hours will be invoiced as "Additional Services" with Client's prior written approval.

2.4 DEMOLITION PLAN

DEA will provide a demolition plan to be included in the construction set. This plan will indicate which existing portions of the project area are to be removed or protected in place.

2.5 PRECISE GRADING PLAN

Prepare a Precise Grading Plan based on the **Client** approved site layout, project drainage design, utility improvements, and geotechnical recommendations. The grading plan will establish final site elevations, slopes, and earthwork configurations necessary to support drainage, access, and overall site development requirements. Services will include coordination of building pad elevations, ADA-compliant pedestrian routes, slope transitions, retaining wall interfaces (if applicable), and stormwater management features.

The resulting grading plan will depict finished contours, spot elevations, cut and fill limits, drainage flow patterns, and earthwork quantities required to support permitting and construction. The design will be coordinated with the final hydrology study, utility plans, architectural site layout, and applicable agency requirements. This scope includes (2) revisions required to address agency review comments through plan approval. If additional revisions are required, they will be addressed via an "Additional Services" with **Clients** written approval.

2.6 HORIZONTAL CONTROL PLAN

Prepare a Final Horizontal Control File and associated base map based on the fully dimensioned, **Client** approved site layout. The deliverable will incorporate the topographic mapping and boundary. The Horizontal Control File will be developed to verify building setbacks and overall site fit within the property boundaries and will serve as the survey construction control basis for the project. The resulting CAD-based file and plan will be utilized as the base for subsequent grading, utility, and related civil engineering plans. This scope includes up to two revisions to accommodate updates to the Architect's base file and **Client**-approved site plan. If additional revisions are required, they will be addressed via an "Additional Services" with **Clients** written approval.

2.7 WATER IMPROVEMENT PLAN

Prepare On-site Water Improvement Plans in accordance with the requirements of Liberty Utilities. Services shall include preparation of plan sheets depicting proposed public water service connections necessary to serve the project, including domestic and fire protection services.

This Agreement anticipates a maximum of the extension of one (1) domestic water services, one (1) fire protection. Domestic water service locations shall be based on connection points provided by the Plumbing Engineer. Fire protection service locations shall be based on connection points provided by the Fire Protection Consultant.

ATTACHMENT A SCOPE OF SERVICES

The Water Improvement Plans will show proposed service laterals, backflow devices (if required), valves, and associated appurtenances within the public right-of-way and extending to a point approximately five (5) feet to the building face. The plans will be coordinated with the approved site plan, grading plan, and utility improvements to avoid conflicts with other proposed infrastructure.

This scope assumes water service can be provided from existing on-site water facilities and that no off-site water system analysis, hydraulic modeling, water master planning, water supply studies, pressure studies, new public water mains, or replacement/upsizing of existing public water mains will be required. Should Liberty Utilities require new public water mains, off-site improvements, water system modeling, or additional studies, such services shall be considered outside the scope of this Agreement and may be provided under a separate authorization.

This scope includes (2) revisions required to address agency review comments through plan approval. If additional revisions are required, they will be addressed via an "Additional Services" with **Clients** written approval.

NOTE:

It is assumed that a separate submittal to Liberty Utilities for plan check review is not required. If it is required, DEA will separate out the Water Improvement plans and create a submittal set to be sent to the water agency. This additional work effort will be considered "Additional Services" and will be completed with Client's Written Approval.

2.8 SEWER PLAN

Prepare Sewer Improvement Plans in accordance with the requirements of the Town of Apple Valley. Services shall include preparation of plan sheets depicting proposed public sewer improvements necessary to serve the project, including sewer service laterals and connections to the existing on-site private sewer system.

The Sewer Improvement Plans will be based on the approved site plan, grading plan, and utility layout. Sewer service connection locations, pipe sizes, and estimated flow information will be coordinated with the project Plumbing Engineer and Architect. The plans will show proposed sewer laterals, cleanouts, manholes (if required), and associated appurtenances within the public right-of-way and extending to a point approximately five (5) feet to the building face.

This plan will include the relocation of existing on-site private sewer mainlines around the proposed building. Pothole information will be required to confirm that the slope will be acceptable to maintain the existing flow conditions.

This scope includes two (2) revisions required to address agency review comments through plan approval. If additional revisions are required, they will be addressed via an "Additional Services" with **Clients** written approval.

NOTE:

This Agreement assumes the project can be served by an existing on-site sewer main and that no off-site or public sewer capacity studies, sewer master planning, lift stations, force mains, treatment facility improvements, or major public sewer main extensions or replacements will be required. This scope further assumes that private on-site sewer collection systems and plumbing design will be prepared by others.

Should the Town of Apple Valley require downstream sewer capacity analysis, sewer modeling, off-site sewer improvements, public sewer main extensions, easement acquisitions, lift stations, or other extraordinary improvements, such services shall be considered outside the scope of this Agreement and may be provided under a separate authorization.

2.9 STORM DRAIN IMPROVEMENT PLAN

Prepare Storm Drain Improvement Plans in accordance with the requirements of the Town of Apple Valley. The plans will be based on the approved grading plan and hydrology study and will depict the proposed storm drain system necessary to collect, convey, and discharge runoff from the project site.

Services will include preparation of plan sheets showing storm drain pipelines, catch basins, area drains, manholes, outlet structures, and other drainage appurtenances required to serve the project. The storm drain design will be coordinated with the site grading, utility improvements and stormwater treatment facilities.

ATTACHMENT A SCOPE OF SERVICES

Should the governing agency require downstream capacity analyses, hydraulic modeling, flood studies, new or replacement public storm drain mains, additional catch basins, off-site drainage improvements, flood control facilities, or coordination with third-party agencies, such services shall be considered outside the scope of this Agreement and may be provided under separate authorization.

This scope includes two (2) revisions required to address agency review comments through plan approval. If additional revisions are required, they will be addressed via an "Additional Services" with **Clients** written approval.

2.10 EROSION CONTROL PLAN

DEA will prepare an Erosion Control Plan to accompany the Precise Grading Plan in accordance with the project Geotechnical Report, Hydrology Study, applicable Town of Apple Valley requirements, and the current State Water Resources Control Board (SWRCB) Construction General Permit requirements. The Erosion Control Plan will be developed to minimize erosion, sediment transport, and impacts to downstream drainage facilities during construction activities. Services will include preparation of plan sheets depicting temporary and permanent erosion and sediment control measures, including, but not limited to, banks, berms, drainage devices, flow direction arrows, stabilized construction entrances, fiber rolls, silt fences, sediment traps, inlet protection, slope protection measures, temporary drainage facilities, and other Best Management Practices (BMPs) appropriate for the site conditions. The plan will be coordinated with the approved grading, drainage, and utility improvements to ensure effective stormwater management throughout construction. This will also include the location and limitations of the Construction Laydown area. It is not anticipated that a separate grading plan will be required for the Construction Laydown Area.

The Erosion Control Plan will provide the graphical information necessary to support construction-phase erosion and sediment control and will be prepared for agency review and permitting, as required. This scope assumes preparation of a separate Storm Water Pollution Prevention Plan (SWPPP), Rain Event Action Plan (REAP), water quality monitoring, and construction compliance inspections are not included and will be provided by others unless specifically authorized.

This scope includes two (2) revisions required to address agency review comments through plan approval. If additional revisions are required, they will be addressed via an "Additional Services" with **Clients** written approval.

NOTE: It is anticipated that the project will have less than one (1) acre of disturbance and therefore a SWPPP will not be required. Therefore, this scope assumes the project will not require preparation of a SWPPP by DEA, post-construction monitoring, construction compliance inspections, Qualified SWPPP Practitioner (QSP) services, Qualified SWPPP Developer (QSD) services, or modifications associated with changes to the grading plan after initial submittal.

2.11 FINAL HYDROLOGY REPORT

Prepare a Final Hydrology Study and Drainage Report based on the preliminary Hydrology Report and the approved site plan, grading plan, and utility design. Services will include:

- a) Update and refine the drainage basin mapping and hydrologic analysis utilizing the final project layout, grading, and drainage patterns.
- b) Review and incorporate available drainage studies, storm drain as-builts, agency requirements, and adjacent development information applicable to the final design.
- c) Confirm applicable rainfall criteria, hydrologic methodologies, and design storm frequencies required by the governing agency.
- d) Verify floodplain, floodway, and flood hazard mapping and evaluate project impacts, as applicable, based on final project conditions.
- e) Perform final hydrologic and hydraulic calculations to determine runoff rates, runoff volumes, and design flows for on-site and off-site drainage facilities.
- f) Size and design storm drain infrastructure, including pipes, inlets, catch basins, culverts, detention facilities, open channels, and other drainage improvements as required to serve the project and comply with agency standards.
- g) Evaluate existing and proposed downstream drainage systems and identify any required off-site improvements or mitigation measures resulting from project development.

ATTACHMENT A

SCOPE OF SERVICES

- h) Prepare a Final Drainage Report documenting the hydrologic and hydraulic analyses, drainage facility design criteria, calculations, exhibits, and conclusions necessary to support project approvals, improvement plans, and construction.

2.12 FINAL WQMP

Prepare a Final Water Quality Management Plan (WQMP) based on the approved project design and agency requirements. Services will include:

- a) Update the WQMP using final site planning, grading, drainage, and utility information.
- b) Prepare final hydrologic and water quality treatment calculations, including detailed BMP sizing and design analyses required to demonstrate compliance with applicable NPDES requirements and local ordinances.
- c) Incorporate final Site Design, Source Control, and Treatment Control BMPs into the WQMP and coordinate with the civil, landscape, and architectural design teams as necessary.
- d) Prepare final WQMP exhibits showing drainage management areas, treatment control measures, and BMP locations.
- e) Develop operation and maintenance requirements for all proposed treatment control BMPs, including responsible party identification and maintenance procedures.
- f) Address agency review comments and revise the WQMP as necessary to support final project approvals and permitting.
- g) Submit the Final WQMP as a record document for construction, permitting, and long-term stormwater quality compliance.

Note: Final BMP design and sizing are dependent upon approved project plans, final geotechnical recommendations, infiltration testing results, and other supporting information provided by others.

******If any portion of the design changes from the original information provided for the prepared plans, the additional work will be invoiced as "Additional Services".**

ATTACHMENT A

SCOPE OF SERVICES

DATA AND ASSUMPTIONS

DEA intends to provide engineering services to facilitate the design of **Lewis Center AAE** located at 17500 Mana Road in the Town of Apple Valley, County of San Bernardino, California. This **Agreement** for engineering has been prepared based upon normal design procedures, as well as specific discussions between representatives of both parties. The **Scope of Services** specifically states those services to be performed, subject to the following **Data and Assumptions**:

1. This **Agreement** is based upon the site plan dated specify date for the subject project, as prepared by fill in black: i.e. Consultant or Client.
2. This **Agreement** is based on the following project schedule:

See Attached Project Schedule listed under "Attachment E".

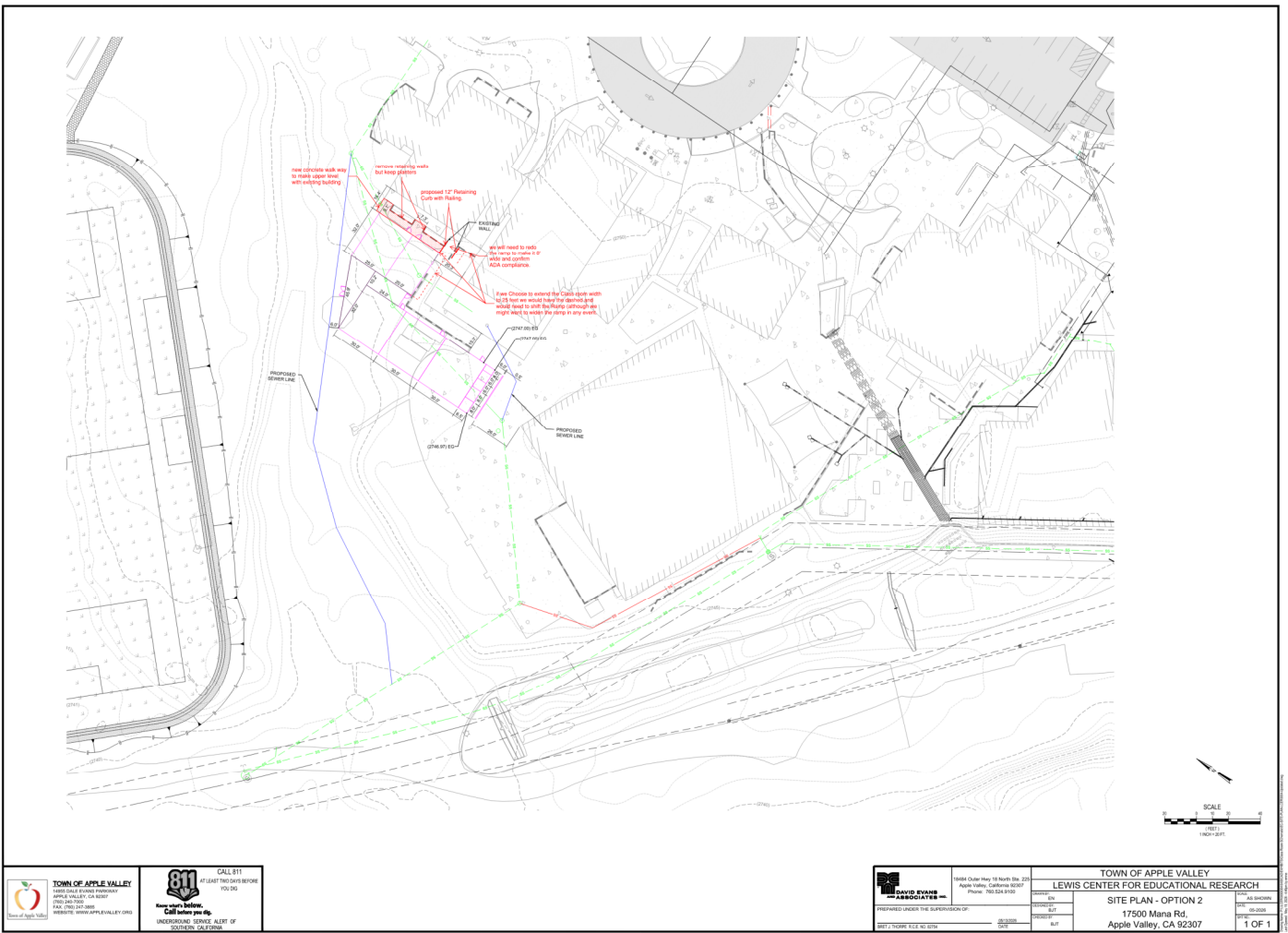
The fees quoted herein provide for an allowance for a reasonable number of meetings, conferences, coordination, and project management services based on the completion dates noted. Should the project schedule be extended or delayed, then **DEA** shall be entitled to an additional fee.

3. **DEA's** work will be based on a fully-dimensioned, approved Site Plan to be furnished by **Client**. Subsequent changes to the Site Plan after **DEA** begins work shall constitute "Additional Services", and be subject to negotiation.
4. The **Scope of Services** does not include landscape or irrigation design. It is assumed that plans and details of any enhanced paving, walkways, plaza, fountains, steps, stairways, landscape walls, subdrain systems, recreation area/pool finish surface grading, tree wells or other site amenities, if required, will be provided by the project Landscape Architect, and therefore, are not included in this Agreement.
5. The **Scope of Services** does not include the layout or design of the site "dry" utilities, i.e., electrical service, lighting, telephone service, cable TV service and natural gas service.
6. The **Scope of Services** does include coordination with the project Electrical and Mechanical Engineers to establish utility meter locations and to coordinate underground utility line locations.
7. Parking layout and striping are not a part of the Precise Grading Plan. If required, it shall be considered as "Additional Services", and subject to negotiation.
8. The design and layout of retaining walls is not a part of the Precise Grading Plan. If required, it shall be considered as "Additional Services", and subject to negotiation.
9. Improvement Plans for sewer, water, storm drain and public streets will be prepared at a scale of 1" = 40' and will include a plans view and profile of the centerline of the improvement. Additionally, Street Improvement Plans will include profiles of the top of curb where the curb and gutter are being constructed from the plans prepared hereunder. Intersection details showing grading contours are not anticipated and are not included. Striping Plans are not included unless specifically stated elsewhere in the **Scope of Services**, and shall constitute "Additional Services", and be subject to negotiation.
10. Items specifically excluded from this **Agreement** consist of, but are not necessarily limited to the following:
 - a. Utility lines and fixtures (gas, CATV, electric and telephones).
 - b. Slopes of five feet (5') or less.
 - c. Landscaping (trees, shrubs, swales, area drains).
 - d. Pavement removal (sawcuts).
 - e. Demolition work.
 - f. Perimeter walls.
 - g. Valley gutters.
 - h. Irrigation systems.
 - i. Traffic signals and signs.
 - j. Traffic control plans
 - k. Interior building columns and interior walls.
 - l. Borrow area.
 - m. Settlement plate readings.
 - n. Model site improvements.
 - o. Landscape improvements.
 - p. Recreation area improvements.

ATTACHMENT A

SCOPE OF SERVICES

- q. Additional stakes required by plan revisions after the date of this **Agreement**.
 - r. Additional stakes required by the local agency due to policy revisions after the date of this **Agreement**.
 - s. Additional stakes required by structural, architectural, landscaping, grading, utility or other plans not available to David Evans and Associates, Inc. during the preparation of this **Agreement**.
 - t. Removals: Stakes required by Soils Engineer to effect removal and replacement of material and make necessary measurements and calculations to determine quantity of material removed.
 - u. Special pavement areas.
 - v. "Potholing", physically digging to expose objects to be located and measures.
 - w. Preparation of Haul Route Plan for import/export of soil.
 - x. Guard house and gated entry plans.
 - y. Excavation plans
11. The fees contained in the **Agreement** do not include title company fees, agency fees, environmental studies, subordination agreements, relocation of franchise utilities, design of on-site franchise utilities, traffic impact studies, traffic signal design, or any processing fees.
12. Any work resulting from changes to current standards, ordinances, and/or governing agency personnel after the date of the **Agreement** which materially impact the design or processing of this project or which results in redesign or material changes in the design after completion shall be performed as "Additional Service", and be subject to negotiation.
13. Those items of work not specifically addressed in the **Data and Assumptions** and **Scope of Services** shall not be considered a part thereof, and shall be considered as "Additional Services", and shall be subject to negotiation



ATTACHMENT B FEE AND PAYMENT SCHEDULE

Client agrees to compensate **DEA** for those services specified in Attachment “A”, **Scope of Services**

PART ONE: ENTITLEMENTS	
1.1 Client / Consultant Meetings <i>(T&M)</i>	\$4,900
1.2 Project Management and Coordination <i>(T&M)</i>	\$8,480
1.3 Public Agency Coordination and Processing <i>(T&M)</i>	\$4,100
1.4 Topographic Survey	\$8,000
1.5 Preliminary Site Plan	\$4,750
1.6 Preliminary Grading Plan	\$6,000
1.7 Composite Utility Plan	\$4,750
1.8 Preliminary Hydrology Report	\$8,500
1.9 Preliminary WQMP	\$8,500
Scope Subtotal	\$57,980
PART TWO: FINAL ENGINEERING	
2.1 Client / Consultant Meetings <i>(T&M)</i>	\$4,900
2.2 Project Management and Coordination <i>(T&M)</i>	\$12,940
2.3 Public Agency Coordination and Processing <i>(T&M)</i>	\$8,200
2.4 Demolition Plan	\$4,000
2.5 Precise Grading	\$9,000
2.6 Horizontal Control Plan	\$5,000
2.7 Domestic and Fire Water Improvement Plan	\$7,000
2.8 Sewer Improvement Plan	\$8,000
2.9 Storm Drain Plan	\$6,000
2.10 Erosion Control Plan	\$5,000
2.11 Final Hydrology Report	\$7,000
2.12 Final WQMP	\$7,000
Scope Subtotal	\$84,040
TOTAL PROPOSAL	
	\$142,020

(T&M) Denotes Time and Materials, phases

Proposed Scope, Fee, Terms and Conditions as stated within are valid for sixty (60) days from proposal date.

Client agrees that the indicated retainer amount is due upon execution of the **Agreement**. Project work shall commence once DEA is in receipt of both the funds and executed **Agreement**.

Client shall be billed at regular intervals as the work progresses. Invoices shall be considered due and payable upon presentation.

ATTACHMENT B FEE AND PAYMENT SCHEDULE

SCHEDULE OF HOURLY BILLING RATES

Effective through November 1, 2027

ENGINEERING:

Principal in Charge	\$340/Hour
Project Director	\$275 - \$295/Hour
Project Manager	\$235 - \$260/Hour
Senior Designer	\$225/Hour
Project Engineer / Designer	\$205/Hour
Staff Engineer	\$170 - \$190/Hour
Project Coordinator / Senior Project Coordinator	\$135 - \$155/Hour
Accounting	\$135/Hour
Intern	\$115/Hour

PLANNING

Senior Planner	\$205/Hour
Planner	\$150/Hour
Project Coordinator	\$155/Hour
Assistant Planner	\$115/Hour
Accounting	\$135/Hour

EXPERT WITNESS:

Preparation for Depositions / Court Appearances	\$550/Hour
Depositions / Court Appearances	\$650/Hour

Note 1: Authorized overtime for "Office" staff will be charged at 1.5 times their above listed rate.

Note 2: Parties agree that the Schedule of **Hourly Billing Rates** as stated herein, are effective from the date of this **Agreement** through **November 1, 2027**.

Note 3: **Client** shall pay the cost, **plus 10%**, for any applicable title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, plotting costs, mileage, and delivery or messenger services incurred on Client's behalf. DEA does not typically provide any additional back up for these generally nominal expenses as part of our fee. Government / agency filing fees will be paid directly by Client and not by DEA.

Note 4: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the **Client**.

ATTACHMENT C ENVIRONMENTAL

1. **DISCLOSURE:** Client discloses the following known or suspected Environmental Concerns (type, quantity and location):
none.
2. **DEFINITIONS:**
 - A. **Asbestos.** Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - B. **Environmental Concern.** Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - C. **Hazardous Waste.** The term Hazardous Waste will have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C. §§ 6903) as amended from time to time.
 - D. **PCBs.** Polychlorinated biphenyls.
 - E. **Petroleum.** Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
 - F. **Radioactive Material.** Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 U.S.C. §§ 2011 et seq.) as amended from time to time.
3. **DISCOVERY OF ENVIRONMENTAL CONCERN:** If DEA encounters or learns of an undisclosed Environmental Concern at the Site, DEA will notify Client and appropriate governmental officials if DEA reasonably concludes that doing so is required by law. If DEA or any other party encounters an undisclosed Environmental Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Environmental Concern, then DEA may, at its option and without liability, suspend performance of services on the portion of the Project affected thereby until Client: a) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Environmental Concern; and b) warrants that the Site is in full compliance with applicable law. If requested by Client, DEA will engage qualified personnel to conduct tests, perform necessary studies and/or recommend the necessary remedial measures. Any services provided by DEA under this paragraph will be considered Changes in the Scope of Services.
4. **EFFECT ON PERFORMANCE:** If the presence at the Site of undisclosed Environmental Concerns adversely affects the performance of the Services, DEA may accept an equitable adjustment in its compensation or in the time of completion, or both.
5. **LABORATORY SERVICES AND SAMPLES:** Unless otherwise specified in the Scope of Services, Client will hire any laboratories needed to perform analytical testing for any services relating to the Environmental Concerns. The fees for laboratory services will be paid directly by Client and are not included in DEA's fee. DEA is not responsible for the handling, shipping, preservation, testing or holding of soil, rock, water, air or other samples once submitted or shipped to a laboratory for analysis. Further, all non-hazardous samples leftover after testing will be discarded after the date of viability (under EPA regulations) or 90 calendar days, whichever is sooner, unless different arrangements are agreed to in writing. All hazardous samples will be disposed of in accordance with **Section 6, Disposal of Samples, Contaminated Materials, or Equipment** of this **Attachment C, Environmental**.
6. **DISPOSAL OF SAMPLES, CONTAMINATED MATERIALS, OR EQUIPMENT:** Unless specifically discussed in the Scope of Services, DEA is not responsible for generating, handling, treating, removing, storing, transporting, or disposing of samples, material or equipment containing Environmental Concerns, and all samples, material and equipment will be returned to the Site unless different arrangements are agreed to in writing. DEA may provide recommendations to Client regarding Environmental Concerns, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the Environmental Concerns are to be transported for disposal or treatment.

ATTACHMENT C ENVIRONMENTAL

7. **LIMITATIONS:** Client acknowledges that DEA is performing professional services for Client and that DEA is not and shall not be required to become an “owner”, “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in CERCLA, which are or may be encountered at or near the Site.
8. **SUBSURFACE INVESTIGATIONS, RISKS AND SITE DAMAGE:** In soils, foundation, groundwater, subsurface contamination, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigation have been made. Because of the inherent uncertainties in subsurface evaluations, DEA is not responsible for changed or unanticipated underground conditions that may affect total Project costs or the constructability of the Project, nor is DEA responsible for the resulting Project changes or cost increases. Client recognizes that the use of exploration and test equipment may damage or alter the property surface and subsurface, and Client assumes responsibility for such reasonably unavoidable damages or alterations. Furthermore, Client assumes responsibility for personal and property damages due to DEA's interference with subterranean structures, such as pipes, tanks and utility lines, which are not called to DEA's attention in writing or correctly shown on plans provided by Client.
9. **CHANGE OF LAWS, RULES AND REGULATIONS:** Client and DEA recognize that local, state and federal laws and regulations regarding Environmental Concerns, air and water quality, storm water, storage tanks, and environmental cleanup may change during the course of a project or after the completion of a project. DEA is not responsible for these changes after completion of the Project or for changes in the Scope of Services, cost or schedule resulting from these changes during the course of the Project.

ATTACHMENT D INSURANCE

1. DEA INSURANCE:

- A. **Insurance Requirements.** DEA will maintain, at its own expense, insurance at all times during the performance of the Services with insurers. DEA will maintain the following insurance:
- i. **Workers' Compensation Insurance** (to the extent required by applicable state law) in the statutory amount, including all states coverage, voluntary compensation endorsement and USL&H and Employer's Liability Insurance (collectively, Workers' Compensation Related Policies) with a minimum limit of \$500,000 per accident, \$500,000 for each employee for bodily injury by disease. Except when not available by state law, DEA's Workers' Compensation Related Policies will waive subrogation against DEA and Client.
 - ii. **Commercial Automobile Liability Insurance ("Auto")** including coverage for on-site and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident. This policy will include Client, and any Client specified entities as additional insureds on a primary basis. This policy will waive DEA's rights of subrogation against Client. The policy will contain a Severability of Interest clause.
 - iii. **Commercial General Liability Insurance ("CGL")** on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate will apply on a "per project" basis. The policy will be applicable to all premises and operations and will include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), XCU, independent contractors, blanket contractual liability, products and completed operations by DEA or any of its employees, agents or subconsultants. This policy will include Client, and any Client specified entities as additional insureds on a primary and non-contributory basis. The policy will contain a Severability of Interest clause. This policy will waive DEA's rights of subrogation against Client.
 - iv. **Umbrella/Excess Liability Insurance ("Excess")** – An umbrella/excess liability policy with limits of not less than \$1,000,000 per occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Aggregate will apply. The General Aggregate will apply on a "per project" basis. This policy will be in excess of and follow the form of the CGL, Auto and Workers' Compensation Related Policies. This policy will include Client, and any Client specified entities as additional insureds, and this coverage will apply on a primary and non-contributory basis and include a Severability of Interest clause. This policy will waive DEA's rights of subrogation against Client.
 - v. **Professional Liability Insurance ("PLI")** covering professional negligence in the performance of its Services, with the PLI policy providing limits of not less than \$2,000,000 per claim and in the aggregate. The PLI policy will be on a claims-made basis and continuously maintained in full force and effect for the term of this Agreement (or an Extended Reporting Period purchased). The retroactive date of the policy will be prior to the date the Services commence.
 - vi. **Aircraft Liability Insurance** (if the Services involve the use of aircraft) covering liability arising out of the use, operation or maintenance of any aircraft, including passenger liability, with a per occurrence limit of not less than \$5,000,000.
 - vii. **P&I Insurance** (if the Services involve the use of watercraft), including Jones Act coverage and/or Charterer's Liability with limits of not less than \$5,000,000.
 - viii. **Property Insurance** covering loss or damage to all tools and equipment owned, leased or used by DEA in the performance of its Services.
- B. **COVERAGE TERMS:** DEA will furnish, within 10 calendar days from the date of this Agreement, insurance certificates evidencing the dates, amount and type of insurance required by this Agreement. A certificate of insurance evidencing the required coverages will be provided to Client prior to DEA's commencement of work. If applicable, renewal certificates will be provided each year for the entire term coverage is required to be maintained by this Agreement. Each policy will be endorsed to provide 30 calendar days' prior written notice to Client of cancellation or nonrenewal.
- C. **OTHER POLICIES:** Project specific policies, including but not limited to, bonds, railroad protective liability, contractor's pollution liability or project specific professional liability policies will not be provided unless mutually agreed by the Parties and at an additional cost to Client.

ATTACHMENT E PROJECT SCHEDULE



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

Milestones	August	September	October	November	December	Jan. 2027	February	March	April	May	June	July	August	Septemb	October
Board Approval and Execute Project Team Agreements															
Civil Engineer, Architect Preparation of SD's, DD's and WD's															
Submit Drawings to City for Plan															
Near-Cal Construction Budget Preparation															
Near-Cal Construction Agreement															
Arrange Construction Financing															
Commence Construction - 6 mo.															
School Occupancy															

Bid results- Architectural Services

NSLA & AAE Campuses

16-Jul-26

Construction of new classroom buildings and associated site improvements

NSLA - 8,600 square feet

AAE - 5,300 square feet

HMC Architects

NSLA	\$476,787	
AAE	<u>\$299,212</u>	
Total	\$775,999	*Includes MEP and Structural

Kevin Tsai Architects

NSLA	\$367,000	
AAE	<u>\$273,000</u>	
Total	\$640,000	*Includes MEP and Structural

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

Date of meeting: ~~09/13/2026~~ October 19, 2026

Title: ~~09/13/2026~~ NSLA Civil Engineering Proposal - Kimley Horn (KH)

Presentation: _____ Consent: X Action: _____ Discussion: _____ Information: _____

Background:

Lewis Center has worked with Charter School Property Solutions (CSPS) as our construction manager to receive proposals from civil engineers for the development of a new building to house science laboratories, multiple instructional classrooms, office, restrooms and storage spaces located behind the “F” Building (South end of Campus).

Through this process, CSPS presented LCER proposals. In review of the proposals provided, LCER is happy to recommend the partnership with Kimley Horn. Kimley Horn supported the civil engineering work during both previous construction projects at NSLA, and their prior knowledge of the campus from these projects at NSLA should help reduce the risk of change orders and subsequent cost increases. The proposal from KH comes approximately \$43,280 below the competitive bid from David Evans & Associates.

Fiscal Implications (if any):

Contractual amount of \$126,500

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

Recommendation:

Approve entering into agreement with David Evans & Associates (\$126,500)

Submitted by: David Gruber
Chief Business Officer, LCER

Civil Engineering Proposal Comparison

NSLA / Norton Campus Expansion — San Bernardino, CA | Kimley-Horn (KHA) vs. David Evans and Associates (DEA)

Prepared for Larry Rieder, Charter School Property Solutions — comparison compiled September 20, 2026

Metric	Kimley-Horn (KHA)	David Evans & Assoc. (DEA)	Difference
Proposal / letter date	September 21, 2026	August 25, 2026	
Document type	Task & Fee Summary (preliminary estimate; states it is “not a contract agreement”)	Signed-ready “Authorization for Professional Services” (full contract w/ standard legal terms)	
Quote validity	Not stated	60 days from proposal date (≈ through Oct 24, 2026)	
New building area	8,600 SF	9,130 SF	+530 SF
CEQA review assumed needed?	No (per Client, stated explicitly)	Not addressed in scope (no CEQA line item either way)	

FEE COMPARISON			
Phase	Kimley-Horn (KHA)	David Evans (DEA)	DEA vs. KHA
Entitlements Phase	\$54,700	\$75,130	\$20,430
Construction Docs / Final Engineering Phase	\$71,800	\$94,650	\$22,850
TOTAL DESIGN FEE (excludes Construction Adm	\$126,500	\$169,780	\$43,280
DEA premium over KHA (%)		34.2%	
Fee per square foot	\$14.71	\$18.60	\$3.89

Bottom line: DEA's proposal totals ~34% more than KHA's for a building ~6% larger — DEA also prices roughly 26% higher per square foot. Both quotes

Task-by-Task Fee Comparison

Dollar figures as quoted by each firm. KHA's letter prices four phases at a phase-level lump sum and does not itemize the individual technical tasks below — those cells show “Included in phase fee” rather than a KHA-quoted number.

Task #	Task / Deliverable	KHA Budgeted Hrs (T&M items)	KHA Fee	DEA Budgeted Hrs (T&M items)	DEA Fee
PART ONE — ENTITLEMENTS					
1.1	Client / Consultant Meetings (T&M)	20 mtgs/calls	Included in phase fee	20 hrs (max)	\$4,900
1.2	Project Management & Coordination (T&M)	20 hrs	Included in phase fee	40 hrs (max)	\$8,480
1.3	Engineering Research	Not stated	Included in phase fee	20 hrs (max)	\$4,100
1.4	Public Agency Coordination & Processing (T&M)	10 hrs	Included in phase fee	20 hrs (max)	\$4,100
1.5	Topographic Survey	—	Included in phase fee	—	\$13,500
1.6	Preliminary Site Plan	—	Included in phase fee	—	\$7,650
1.7	Preliminary Grading & Drainage Plan	—	Included in phase fee	—	\$4,900
1.8	Composite Utility Plan	—	Included in phase fee	—	\$3,700
1.9	Preliminary Hydrology Report	—	Included in phase fee	—	\$11,900
1.10	Preliminary WQMP	—	Included in phase fee	—	\$11,900
Entitlements Subtotal		<i>KHA lump sum, per S</i>	\$54,700		\$75,130

PART TWO — CONSTRUCTION DOCUMENTS / FINAL ENGINEERING					
2.1	Client / Consultant Meetings (T&M)	30 mtgs/calls	Included in phase fee	30 hrs (max)	\$7,350
2.2	Project Management & Coordination (T&M)	20 hrs	Included in phase fee	80 hrs (max)	\$12,940
2.3	Public Agency Coordination & Processing (T&M)	10 hrs	Included in phase fee	20 hrs (max)	\$4,100

2.4	Demolition Plan(s)	—	Included in phase fee	—	\$4,100
2.5	Precise Grading & Drainage Plan	—	Included in phase fee	—	\$14,500
2.6	Horizontal Control Plan	—	Included in phase fee	—	\$7,600
2.7	Water Improvement Plan	—	Included in phase fee	—	\$8,700
2.8	Sewer (Improvement) Plan	—	Included in phase fee	—	\$7,600
2.9	Storm Drain Improvement Plan	—	Included in phase fee	—	\$8,900
2.10	Erosion Control Plan	—	Included in phase fee	—	\$4,800
2.11	Final Drainage / Hydrology Report	—	Included in phase fee	—	\$7,030
2.12	Final WQMP Report	—	Included in phase fee	—	\$7,030
Construction Documents Subtotal		<i>KHA lump sum, per S</i>	\$71,800		\$94,650

TOTAL DESIGN FEE (Entitlements + Construction Documents)			\$126,500		\$169,780
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Note: Construction Administration is excluded from both proposals. KHA states its CA fee "will be provided later"; DEA's scope (Attachments A

Scope Inclusions & Contract Terms

Qualitative differences that don't show up in the fee total but affect risk, cost-control, and how ready each document is to sign.

Topic	Kimley-Horn (KHA)	David Evans & Assoc. (DEA)
Revisions included in base fee	1 submittal + 1 round of consolidated agency comments, stated once for the whole proposal	Generally 2 rounds per task — “one revision for the pre-submittal and one revision for the formal application,” plus 2 rounds for agency comments on most Final Engineering tasks
Hours-cap protection	Hours given for meeting/PM/agency-coordination tasks, but no stated requirement for client approval before billing overages	Explicit language on capped-hour tasks: “if additional hours are required, additional budget will be added to the task with client's prior written approval”
Hourly billing rate schedule	Not provided in this letter	Full schedule provided (Principal \$340/hr down to Intern \$115/hr), locked through November 1, 2027
Reimbursable expense markup	Not addressed	Cost + 10% on title company, reproduction, mileage, and delivery charges; government/agency fees paid directly by Client (not marked up)
Insurance requirements	Not addressed	Full requirements specified: \$2M CGL aggregate, \$1M Auto, \$1M/\$1M Excess-Umbrella, \$2M Professional Liability per claim/aggregate
Indemnification / dispute resolution	Not addressed	Mutual indemnification for negligence; disputes go through discussion → mediation → arbitration/court
Termination	Not applicable (not a contract)	Either party may terminate with 14 calendar days' written notice
Payment terms	LS invoiced monthly by % complete; HM billed hourly at then-current rates	Same general structure; invoices due in 30 days, 1%/month late fee after 30 days delinquent
Retainer	Not addressed	Retainer amount field is blank in this draft — to be filled in before execution
Client-furnished items assumed by both firms	Site plan by Architect before design starts; geotechnical report with infiltration/pavement recommendations by others; dry utility design by others; structural retaining wall design by others	Same: Client-approved site plan before design starts; geotechnical/soils data by others; dry utilities, landscape/irrigation, and retaining walls excluded (available as Additional Services)
KHA-specific assumptions	Foundation drainage by plumbing engineer; fire sprinkler system/booster pumps by plumbing engineer; all building-permit clearances cleared by architect	—

DEA-specific exclusion list	—	25-item itemized exclusion list: traffic signals/signs, perimeter walls, guard house/gated entry plans, potholing, haul route plan, valley gutters, settlement plate readings, and more — all explicitly “Additional Services” if needed
Offsite / public improvements	Dependent on City conditions of approval (COA) for surrounding streets — not separately scoped	Assumes project connects to existing on-site water/sewer with no new public main extensions, capacity studies, or lift stations; anything beyond that is Additional Services
Document readiness	Fee estimate only — states explicitly “This is not a contract agreement,” and fees are “subject to change based on the date a formal agreement is prepared”	Ready to execute as presented — signature blocks for both parties, all standard legal attachments included
Minor drafting note	—	Attachment A narrative mislabels two consecutive sections both as “1.7” (Preliminary Grading and Composite Utility Layout); Attachment B's fee table uses the correct 1.7 / 1.8 numbering, so the fee total isn't affected

September 28, 2026

Larry Rieder
Charter School Property Solutions
Ph: 310-993-1100

Re: Letter Agreement for Professional Services for
Learning Center Educational Research – NSLA San Bernardino Campus
Entitlements and Construction Documents
San Bernardino, California

Dear Mr. Rieder,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant", "KH") is pleased to submit this Letter Agreement (the "Agreement") to Charter School Property Solutions ("~~Developer~~Client") for providing professional services for Norton Science and Language Academy's (NSLA) campus expansion at theirNSLA San Bernardino Campus in the City of San Bernardino, CA.

Project Understanding

Kimley-Horn understands that the project will develop a new campus expansion approximately 8,600 square feet of new building that includes five (5) standard classrooms, two (2) large classrooms, three (3) specialty classrooms, administrative office space, student and staff rooms. The project will not need an environmental review through the California Environmental Quality Act ("CEQA") or DSA review per the client at the writing of this proposal.

The project is pursuing to obtain entitlements and construction documents approvals.



SITE LOCATION ON NSLA CAMPUS

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

PHASE 1 – ENTITLEMENT SERVICES**Task 1.1 – Client/Consultant Meetings**

Kimley-Horn's project manager will attend project team meetings with the Client and client's representatives, as requested during the entitlement phase. These meetings are assumed to be virtual conference calls. As the level of effort associated with preparation for, attendance at, and documentation of meeting discussions is difficult to predict, Kimley-Horn assumes an initial budget estimate of up to twenty (20) hours for this task

If additional meetings and/or additional effort per meeting is required, Consultant will bring it to the attention of the Client for discussion and subsequent adjustment of the budget.

Task 1.2 – Project Management and Coordination

Kimley-Horn will provide project management and coordination services during the entitlement phase of the Project. Services will include coordination with the Client, project design team, applicable reviewing agencies, and other project stakeholders; participation in project coordination and conference calls; internal team coordination; monitoring project schedule and deliverable milestones; and coordination of civil engineering submittals and responses to review comments. This task also includes general correspondence, coordination of information required from others, and other routine project management activities necessary to support advancement of civil design. Kimley-Horn assumes an initial budget estimate of up to twenty (20) hours for this task.

If additional project management or coordination effort is required, Consultant will bring it to the attention of the Client for discussion and subsequent adjustment of the budget.

Task 1.3 – Engineering Research

Kimley-Horn will perform engineering research related to the proposed site development and anticipated civil engineering improvements. Research will include review of available record information, applicable agency standards and requirements, existing utility information, available mapping, and other readily available information relevant to the preparation of the civil engineering documents. Kimley-Horn will use the information obtained through this research to establish the basis for the preliminary civil design and identify potential civil engineering constraints affecting the Project.

Task 1.4 – Public Agency Coordination and Processing

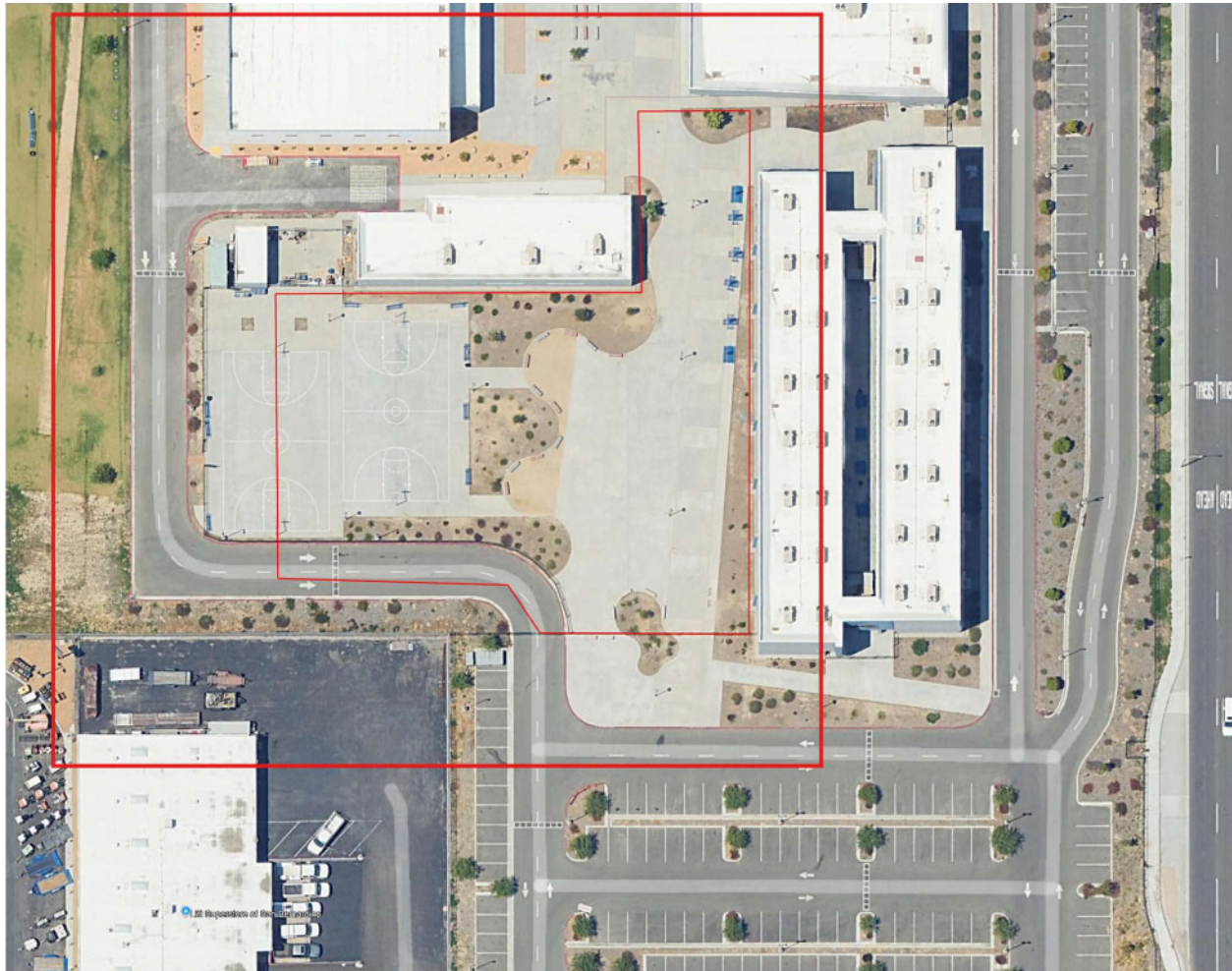
Kimley-Horn will provide coordination and processing support to the architect with applicable public agencies having jurisdiction over the Project during the entitlement phase. Services may include coordination with agency staff regarding applicable civil engineering requirements; preparation and coordination of civil engineering submittals; response to agency comments related to Kimley-Horn's scope of services; and coordination of information, revisions, and resubmittals necessary to advance the civil engineering documents through the review process.

This task assumes normal and customary agency coordination and review. Agency application, permit, plan check, impact, and other development fees are not included and shall be paid directly by the Client. Kimley-Horn assumes an initial budget estimate of up to ten (10) hours for this task.

Additional coordination resulting from changes in Project scope, agency requirements, or services outside Kimley-Horn's scope will be considered additional services.

Task 1.5 – Topographic Survey

Kimley-Horn will prepare a topographic survey of the Project area per exhibit below to support preparation of the proposed civil engineering improvements. The survey will identify readily observable existing surface features within the limits of survey, including existing improvements, pavement, curbs, visible utilities, drainage features, surface elevations, and other features relevant to the civil design. The topographic survey will serve as the base information for preparation of the preliminary and final civil engineering documents.



APPROXIMATE TOPOGRAPHIC SURVEY LIMITS

Assumption: Boundary establishment, title review, easement plotting, ALTA/NSPS Land Title Survey, utility potholing, and subsurface utility investigation are not included unless specifically requested by the Client.

1.6 Preliminary Site Plan

Kimley-Horn will prepare a Preliminary Engineered Site Plan based upon the architectural site plan provided by the Client. The plan will incorporate the proposed building and site improvements and will depict civil engineering information necessary to support the entitlement process, including proposed site geometry, accessible routes and site features, grading relationships, drainage considerations, and utility concepts, as applicable.

Assumption: The architectural site plan, including proposed building location and architectural site improvements, will be provided by the Client and/or Architect prior to commencement of this task.

Significant revisions resulting from subsequent changes to the architectural site plan may constitute additional services

1.7 Preliminary Grading and Drainage Plans

Kimley-Horn will prepare preliminary grading and drainage plans for the proposed site improvements. The plans will establish the preliminary grading concept, including proposed site elevations, slopes, drainage patterns, building pad relationships, and conceptual stormwater conveyance and management improvements necessary to support the proposed development.

1.8 Composite Utility Plan

Kimley-Horn will prepare a preliminary Composite Utility Plan depicting the anticipated locations and connections of major wet utility systems serving the proposed development. The plan will identify proposed water, sewer, storm drain, and other available utility information and will conceptually coordinate these facilities with the proposed building and site improvements. Dry utilities are assumed to be by others.

1.9 Preliminary Hydrology Report

Kimley-Horn will prepare a Preliminary Hydrology Report to evaluate the preliminary drainage characteristics of the Project and support the proposed entitlement-level site design. The report will document the preliminary drainage concept and evaluate existing and proposed drainage conditions associated with the proposed site improvements. Report will adhere to San Bernardino Hydrology Manual guidelines. The analysis will be coordinated with the Preliminary Grading and Drainage Plans and will identify anticipated stormwater conveyance and management requirements affecting the proposed development.

1.10 Preliminary Water Quality Management Plan (P-WQMP)

Kimley-Horn will prepare a Preliminary Water Quality Management Plan (P-WQMP) for the proposed development based upon the preliminary site, grading, drainage, and available geotechnical information. The P-WQMP will document the preliminary stormwater quality approach for the Project and identify anticipated stormwater management measures to be incorporated into the site design. The P-WQMP will be coordinated with the Preliminary Grading and Drainage Plans and Preliminary Hydrology Report to establish an entitlement-level stormwater management strategy.

PHASE 2 – CONSTRUCTION DOCUMENTS PHASE

Kimley-Horn will prepare Final On-Site Civil Construction Documents and Reports per the City of San Bernardino submittal requirements. The approved preliminary site plan will be used as the basis of design for the project. The Civil Construction Documents will be prepared on a 24" x 36" Title Block, for processing and approval. The tasks assume up to one (1) review cycles for consolidated comments from the City of San Bernardino on the plans and reports listed below.

As the project has no Conditions of Approvals, there may be additional tasks not currently represented in the scope of services below. Should additional tasks be required, Kimley-Horn will provide an amendment to the Agreement for tasks required by the City of San Bernardino.

2.1 Client/Consultant Meetings

Kimley-Horn will participate in project coordination meetings and conference calls with the Client, Architect, and other project consultants, as appropriate, during preparation and processing of the construction documents. Meetings may include coordination of civil design items, interdisciplinary coordination, design progress discussions, and resolution of comments or issues affecting Kimley-Horn's scope of services. Kimley-Horn assumes an initial budget estimate of up to thirty (30) hours for this task.

If additional meetings and/or additional effort per meeting is required, Consultant will bring it to the attention of the Client for discussion and subsequent adjustment of the budget.

2.2 Project Management and Coordination

Kimley-Horn will provide project management and coordination services during the Construction Document Phase. Services will include coordination with the Client, Architect, project design team, applicable reviewing agencies, and other project stakeholders; internal design team coordination; monitoring civil deliverables and schedules; and general correspondence necessary to advance the civil engineering documents. Kimley-Horn assumes an initial budget estimate of up to twenty (20) hours for this task.

If additional project management or coordination effort is required, Consultant will bring it to the attention of the Client for discussion and subsequent adjustment of the budget.

2.3 Public Agency Coordination and Processing

Kimley-Horn will provide coordination and processing support with applicable public agencies having jurisdiction over the Project. Services may include coordination with agency staff regarding civil engineering requirements, preparation and coordination of civil engineering submittals, responses to agency comments related to Kimley-Horn's scope, and coordination of revisions and resubmittals. Agency application, permit, plan check, impact, and other development fees are not included and shall be paid directly by the Client. Kimley-Horn assumes an initial budget estimate of up to twenty (20) hours for this task.

Additional coordination resulting from changes in Project scope, agency requirements, or services outside Kimley-Horn's scope will be considered additional services.

2.4 Demolition Plans

Kimley-Horn will prepare civil demolition plans identifying existing site improvements anticipated to be removed, abandoned, protected, or modified to accommodate the proposed improvements. Plans will identify applicable existing pavements, curbs, drainage facilities, wet utilities, and other civil site improvements based on site survey and record information.

2.5 Precise Grading and Drainage Plans

Kimley-Horn will prepare Precise Grading and Drainage Plans for the proposed site improvements based on the final approved architectural site plan. Plans will establish proposed finished grades, building pad and finished-floor relationships, pavement and hardscape grades, accessible-route grading, slopes, drainage patterns, and proposed stormwater conveyance improvements necessary to support construction of the Project.

Plans will include applicable civil grading and drainage details and information necessary to support agency review and construction.

2.6 Horizontal Control Plan

Kimley-Horn will prepare a Horizontal Control Plan to establish the horizontal layout of the proposed civil site improvements. The plan will provide dimensions, coordinates, offsets, and other appropriate horizontal control information for proposed civil improvements based upon the final architectural site plan and available survey control. It is assumed building layout and architectural dimensions will be established by the Architect. Construction staking and construction survey services are not included unless specifically authorized as an additional service.

2.7 Water Improvement Plan

Kimley-Horn will prepare a Water Improvement Plan for proposed water improvements required to serve the Project. The plan will depict proposed water service connections and associated civil water improvements within Kimley-Horn's scope and will be coordinated with the proposed site plan and other utilities. It is assumed that building plumbing, fire sprinkler systems, fire sprinkler calculations are by others. Final points of connection and utility requirements are subject to confirmation by the applicable water service provider.

2.8 Sewer Plans

Kimley-Horn will prepare Sewer Plans for proposed sanitary sewer improvements required to serve the Project. Plans will depict proposed sewer service connections, pipe alignments, sizes, slopes, inverts, and associated civil sewer improvements, as applicable, and will be coordinated with the proposed building connection and other site improvements. It is assumed that the building plumbing design is by others. Final connection location and requirements are subject to confirmation based upon available record information and applicable agency requirements.

2.9 Storm Drain Improvement Plan

Kimley-Horn will prepare a Storm Drain Improvement Plan for proposed storm drainage facilities necessary to collect and convey runoff from the proposed development. Plans will depict proposed storm drain facilities, including applicable alignments, sizes, slopes, structures, elevations, and connections, and will be coordinated with the Precise Grading and Drainage Plans and Final Drainage Report.

Assumption: Improvements will be based on the final site design, site survey information, geotechnical information, and applicable drainage requirements.

2.10 Erosion Control Plan

Kimley-Horn will prepare an Erosion Control Plan depicting temporary erosion and sediment control measures associated with construction of the proposed civil improvements. The plan will identify applicable Best Management Practices (BMPs) for erosion and sediment control based upon the proposed civil construction activities and anticipated disturbed areas.

Assumption: This task includes preparation of the erosion control plan within the civil construction documents. Preparation and administration of a project-specific SWPPP, including construction-phase inspections, monitoring, sampling, reporting, or QSP services, are not included in the scope.

2.11 Final Drainage Report

Kimley-Horn will prepare a Final Drainage Report documenting the proposed drainage design for the Project. The report will evaluate existing and proposed drainage conditions and provide hydrologic and, where applicable, hydraulic calculations supporting the proposed stormwater conveyance and management improvements shown on the construction documents. The Final Drainage Report will be coordinated with the Precise Grading and Drainage Plans and Storm Drain Improvement Plan.

2.12 Final WQMP Report

Kimley-Horn will prepare the Final Water Quality Management Plan (WQMP) based upon the final site, grading, drainage, and landscape design information. The Final WQMP will document the permanent stormwater quality measures incorporated into the Project and will be coordinated with the final civil construction documents. Applicable stormwater quality BMPs identified in the Final WQMP will be incorporated into the civil design, as appropriate.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Water or sewer study, Water Supply Assessment (WSA)
- Structural Engineering for retaining walls
- Fire Sprinkler Engineering, Modeling, or Tank Design for reference only
- On-Site Fire System Plans, Reports, or Permits
- Dry Utility Planning and Design
- Landscape and Irrigation Plans
- Offsite Street Improvement Plans, Offsite Utility Improvements Plans
- Mapping Easements, Plats and Legals (Can be provided if necessary)
- On-Site Conduit Plans for Electric, Communications, Gas, or Fiber
 - Will be shown on Kimley-Horn plans for reference only

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- As-built plans and reports of the existing site
- Hyperlinked Title Report
- Geotechnical Report with soil infiltration rates
- Building Elevations (provided by the Client's architect)
- Offsite Utilities Drawings (provided by Client)
- MEP Engineer Water and Sewer Data
- Fire Sprinkler Engineering information for Fire Suppression System

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services labeled **LS** for the total lump sum fee below. Individual task amounts are informational only. Kimley-Horn will perform the Services in **HR, NTE** on a labor fee plus expense basis with the maximum labor fee shown below. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary with Client's approval. Labor fee will be billed on an hourly basis according to our then-current rates.

Direct reimbursable expenses such as express delivery services, fees, ~~air travel~~, and other direct expenses will be billed at 1.~~45~~¹⁰ times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

TASK	PHASE 1 - ENTITLEMENTS PHASE	FEE	TYPE
1.1	Client/Consultant Meetings	\$ 6,800	HR NTE
1.2	Project Management and Coordination	\$ 6,800	HR NTE
1.3	Engineering Research	\$ 980	LS
1.4	Public Agency Coordination and Processing	\$ 3,400	HR NTE
1.5	Topographic Survey	\$ 5,500	LS
1.6	Preliminary Site Plan	\$ 1,250	LS
1.7	Preliminary Grading and Drainage Plans	\$ 8,370	LS
1.8	Composite Utility Plan	\$ 6,410	LS
1.9	Preliminary Hydrology Report	\$ 6,410	LS
1.10	Preliminary Water Quality Management Plan (P-WQMP)	\$ 6,410	LS
	Entitlements Subtotal	\$ 52,330	
TASK	PHASE 2 - CONSTRUCTION DOCUMENT PHASE	FEE	TYPE
2.1	Client/Consultant Meetings	\$ 10,200	HR NTE
2.2	Project Management and Coordination	\$ 6,800	HR NTE
2.3	Public Agency Coordination and Processing	\$ 3,400	HR NTE
2.4	Demolition Plans	\$ 2,450	LS
2.5	Precise Grading and Drainage Plans	\$ 12,900	LS
2.6	Horizontal Control Plan	\$ 3,170	LS
2.7	Water Improvement Plan	\$ 3,170	LS
2.8	Sewer Plans	\$ 3,170	LS
2.9	Storm Drain Improvement Plan	\$ 3,170	LS
2.10	Erosion Control Plan	\$ 3,170	LS
2.11	Final Drainage Report	\$ 8,520	LS
2.12	Final WQMP Report	\$ 8,520	LS
	Construction Documents Subtotal	\$ 68,640	
	Expenses Budget (5%)	\$ 6,050	
TOTAL CONTRACT			
	AGREEMENT TOTAL	\$ 127,020	

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "DeveloperClient" shall refer to **Charter School Property Solutions**.

"Client" refers to Norton Science and Language Academy (NSLA).

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

Regards,



Prasad Kasturi, PE, QSD CFM
Associate, RCE 84306
Prasad.kasturi@kimley-horn.com



Michael Choi, PE, LEED AP
Vice President, RCE 67851
Michael.Choi@kimley-horn.com

NORTON SCIENCE AND LANGUAGE ACADEMY CHARTER SCHOOL PROPERTY SOLUTIONS.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at ~~1.45~~1.10 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within ~~30~~25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within ~~30~~25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the services provided by Kimley-Horn during the course of this Agreement. A copy of an insurance certificate naming Client additional insured shall be provided.
- 13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 16) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 17) **Construction Phase Services.**
- If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Bid results- Architectural Services

NSLA & AAE Campuses

16-Jul-26

Construction of new classroom buildings and associated site improvements

NSLA - 8,600 square feet

AAE - 5,300 square feet

HMC Architects

NSLA	\$476,787	
AAE	<u>\$299,212</u>	
Total	\$775,999	*Includes MEP and Structural

Kevin Tsai Architects

NSLA	\$367,000	
AAE	<u>\$273,000</u>	
Total	\$640,000	*Includes MEP and Structural

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

Date of meeting: ~~08/17~~ October 19, 2026

Title: ~~08/17~~ AAE Architectural Proposal -

Presentation: _____ Consent: X Action: _____ Discussion: _____ Information: _____

Background:

Lewis Center has worked with Charter School Property Solutions (CSPS) as our construction manager to receive proposals from architectural firms for the development of a new building to house three science laboratories, instructional classrooms, restrooms and storage spaces located behind the “A” Building (Technology Building).

Through this process, CSPS presented LCER with proposals. In review of the proposals provided, LCER is happy to recommend the partnership with Kevin Tsai Architecture. Kevin Tsai Architecture has experience working in the education sector and provides a team that will incorporate our needs while providing professional guidance to meet both AAE's needs, wants and feasibility with this project. Kevin Tsai Architecture will provide the design, support the approval of the project with the Town of Apple Valley, and work with the selected General Contractor and Subs to bring these spaces to our campus. Kevin Tsai Architecture will also be responsible for the entire design including structural engineering and mechanical engineering plans to complete the design packet for a general contractor to bid on and the Town of Apple Valley Planning Department to approve and provide a building permit.

Fiscal Implications (if any):

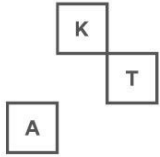
Contractual amount of \$273,000.00

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

Recommendation:

Approve entering into agreement with Kevin Tsai Architecture (\$273,000)

Submitted by: David Gruber
Chief Business Officer, LCER



Kevin Tsai Architecture

August 19, 2026

Lawrence Rieder
Charter School Property Development, LLC
2505 Anthem Village Drive
Suite E-390
Henderson, NV 89052

RE: *Design and construction of new educational facilities for Academy for Academic Excellence (AAE) located in Apple Valley, California*

Dear Larry,

Kevin Tsai Architecture ("Consultant") is pleased to submit this proposal for design services in connection with design of the Project referenced above. The following is a description of the services to be provided to **Academy for Academic Excellence (AAE)** ("Owner"). Once executed by Owner and Consultant, this proposal shall constitute the agreement of the parties ("Agreement").

1.0 PROJECT DESCRIPTION

The proposed NSLA project consists of the development of a new science classroom building on the existing school campus. The building is anticipated to contain approximately **5,300** square feet. The proposed construction and improvements include:

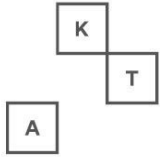
- Three science classrooms
- Two (2) standard classrooms
- Individual student and staff restrooms
- Storage and support space
- Associated site improvements, utility connections, accessibility upgrades, and minor landscaping improvements as required.

PROJECT ASSUMPTIONS

This proposal is based on the following assumptions:

- Don Empakeris will serve as a design consultant for Kevin Tsai Architecture.
- Kevin Tsai Architecture ("Consultant") will retain and coordinate the Structural Engineer and MEP Engineer as subconsultants to the Consultant for the duration of the projects.

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- The following consultant fee allowance are included in this proposal:
 - Structural Engineering (SD, DD, CD, Permit and CA): \$45,000
 - MEP Engineering including Title 24 (SD, DD, CD, Permit and CA): \$40,000
- The above consultant allowances are based on the currently anticipated project scope. Consultant to provide Owner with a written scope of services for Structural and MEP consultants.
- Any increase in consultant fees resulting from Owner-requested changes, unforeseen conditions, scope increases, schedule extensions, redesign efforts, or other circumstances beyond Consultant's control shall be considered an Additional Service and reimbursed by Owner.
- Consultant shall be reimbursed for additional consultant services authorized by Owner at cost plus a ten percent (10%) administrative and coordination fee.
- The Owner will contract directly with any other consultants required for the project, including but not limited to civil engineering, land surveying, geotechnical engineering, landscape architecture, acoustical consulting, waterproofing consulting, dry utility consulting, and any specialty consultants not specifically identified above.
- Waterproofing consultant shall be contracted with the Owner as a third party during the course of construction inspections.
- Near-Cal Corporation is anticipated to serve as the General Contractor for this project and may provide design-assist and constructability review services during design. Final engineering design documents shall be prepared by Consultant's retained Structural and MEP Engineers.

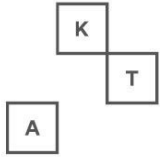
2.0 BASIC SERVICES

The Consultant shall in close coordination with the Owner perform the following services in connection with the above referenced project:

2.1 Schematic Design

- 2.1.1 Conduct visual survey of the existing spaces.
- 2.1.2 Meet with the Owner as required confirming preliminary program requirements for the project.
- 2.1.3 Explore different design alternatives.
- 2.1.4 Prepare computer generated model and 3-D renderings
- 2.1.5 In cooperation with the Owner, the Consultant shall prepare document illustrating the scale ($1/8" = 1'$) and relationship of project components (Schematic Design Documents). The documents shall include a site plan, floor plans, exterior elevations, site section and other

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documents necessary and as required to illustrate the proposed project scope and concept. The Consultant shall incorporate the proposed program and functional requirements of the Owner into Schematic Documents.

- 2.1.6 Coordinate design with other consultants including civil engineer.
- 2.1.7 Attend all required meetings with the Owner and members of the design team, and hearings with local municipality as are determined necessary.
- 2.1.8 The Consultant shall make a presentation of the Schematic Design documents and obtain approval from the Owner.
- 2.1.9 Owner will pursue Agency approval of the grading plan which will be the basis to complete the certified building pad, enabling start of foundations, once the permit is cleared.

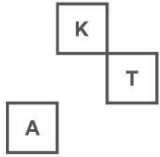
2.2 Design Development

- 2.2.1 Based on the Owner's approval of the Schematic Design Documents, and on Owner's authorization to proceed, the Consultant shall prepare Design Development documents consisting of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing and electrical systems, and such other elements as may be appropriate.
- 2.2.2 The Consultant shall make a presentation of the Design Development documents to and obtain approval from the Owner.
- 2.2.3 Prepare presentation quality renderings.
- 2.2.4 The following describes the minimum deliverables to be completed in Design Development:
 - 2.2.4.1 Illustrative site plan / roof plan
 - 2.2.4.2 Overall floor plan and parking plan
 - 2.2.4.3 Exterior building elevations
 - 2.2.4.4 Building sections, color and material boards
 - 2.2.4.5 Enlarged plans of key building area as required for detail
 - 2.2.4.6 Exterior wall elevations and section
 - 2.2.4.7 Reflected ceiling plans

2.3 Construction Documents

- 2.3.1 Based on the Owner's approval of the Design Development Documents,

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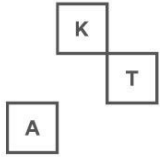
and on the Owner's authorization of any adjustments in the Project requirements, the Consultant shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

2.3.2 The Construction Documents and Specifications must be in such form as will enable the Owner to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. The following describes the minimum deliverables to be completed in Construction Documents:

- 2.3.2.1 CAD and PDF scale drawings
- 2.3.2.2 Title Sheet
- 2.3.2.3 Drawings index & cover sheet
- 2.3.2.4 General notes
- 2.3.2.5 Project data, area summary
- 2.3.2.6 Code analysis
- 2.3.2.7 Schedules (door, windows, hardware and finishes)
- 2.3.2.8 Architectural site plan
- 2.3.2.9 Building plans
- 2.3.2.10 Building sections
- 2.3.2.11 Exterior elevations
- 2.3.2.12 Interior Elevations (quantity and views at Architect/Owner's discretion)
- 2.3.2.13 Enlarged plans, sections, elevations and details of the vertical circulations (stairs & elevators)
- 2.3.2.14 Project Manual / Specifications. Preparation of a Project Manual and written technical specifications by a specifications subconsultant is not included in Basic Services and, if requested by the Owner, shall be provided as an Additional Service.
- 2.3.2.15 Architect will issue "For Construction" drawings at this point to accelerate start of construction during Agency review, via Foundation Permit. Architect will issue a "Permit Set" and issue a bulletin, which the general contractor will process into a guaranteed max. budget by change order. This Change Order incorporates all Agency Review comments.

2.4 Permits and Bidding

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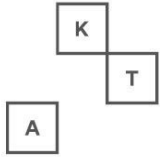
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- 2.4.1 Upon completion of Construction Documents and incorporation of changes, additions, deletions and corrections resulting from constructability reviews, the Consultant shall file with the appropriate regulatory agency all documents required for approval of governmental authorities exercising jurisdiction over the Project.
- 2.4.2 Upon incorporation of permitting agency comments the Consultant shall re-submit documents for final permit. Any changes required by the permitting agency shall be incorporated into the Construction Documents.
- 2.4.3 The Consultant shall respond to questions or requests for clarification concerning the Construction Documents during the bidding process. The Consultant shall prepare any required addenda.

2.5 Construction Phase

- 2.5.1 The Consultant shall provide general administration of the Construction Documents and the work performed by the contractors. The Consultant shall observe work executed from the Construction Documents.
- 2.5.2 The Consultant shall not have control over or charge of and shall not be responsible for construction means, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract of Construction. The Consultant shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 2.5.3 The Consultant shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the provision of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 2.5.4 The Consultant shall keep the Owner or the Owner's representative apprised of all contacts and/or communications between the Consultant and the construction contractor. The Owner shall be copied on all correspondence

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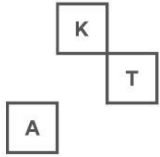
regarding this project.

- 2.5.5 The Consultant shall review the project schedule, schedules of shop drawing submittals and schedules of values prepared by the construction contractor.
- 2.5.6 The Consultant shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Consultant's services do not include continuous on-site inspection or supervision. Consultant shall not be responsible for construction means, methods, sequences, techniques, or site safety. RFI issuance shall include a reasonable due date request from the general contractor.
- 2.5.7 The Consultant shall make written reports to the Owner as necessary to inform the Owner of problems arising during construction, changes contemplated as a result of such problems and progress of the Project work. The Consultant shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by the Consultant.
- 2.5.8 The Consultant shall review, process, and approve all submissions for compliance with, or alterations and additions to, the Construction Documents and respond to such submissions in a timely manner so as to not delay the progress of the schedule or construction work. The Consultant's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.
- 2.5.9 The Consultant shall evaluate and advise the Owner of any Change Requests and material change(s) which may be requested or necessary in the Project plans and specifications. The Consultant agrees to comply with the Owner's change request process and shall provide the Owner with its opinion as to whether such change requests should be approved.
- 2.5.10 The Consultant shall determine the date of substantial completion, in consultation with the Owner and shall issue a formal Certificate of Completion
- 2.5.11 After determining that the Project is substantially complete, the Consultant shall participate in the inspection of the Project and shall prepare a Punch List of all remaining deficiencies and items needed to be corrected or completed on the Project. The Consultant shall notify the Owner of all Punch List Items.

EXCLUDED SERVICES

The Scope of Services of this proposal does not include the following. These

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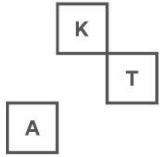
services may be engaged for additional fee under separate proposal as needed:

- Site Survey or Geotechnical Engineering investigation
- FF&E Design, Landscape Architect, Civil Engineering, Shoring Engineering, Fire Protection Engineering, Acoustical Engineering, Life & Safety, Sustainability, Lighting, Parking, Traffic, Waterproofing, Dry Utility, Graphics/Signage consultant or any other technical sub-consultants
- Computer generated fly-overs or presentation models

3.0 GENERAL REQUIREMENTS

- 3.1 The Consultant shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and Owner's consultants.
- 3.2 The Owner may be requested to supply the Consultant with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings in the Owner's possession. The Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough visual survey of site conditions.
- 3.3 The Owner shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to the Consultant which may not be shown on the existing record drawings. The Consultant shall not be responsible for the accuracy of the information or existing record drawings, except to the extent that any inaccuracy should have reasonably been detected by the Consultant, pursuant to its standard of care and visual observation of existing conditions.
- 3.4 The Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials or toxic substances in any form at the Project site.
- 3.5 The Consultant makes no representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than the Consultant and provided to the Consultant by the Owner.
- 3.6 The Consultant is an independent contractor pursuant to the terms hereof. Nothing contained in this proposal, nor any acts of the parties hereto, or either of them, or any third party, to create the relationship of employer and employee, or a partnership, or a joint venture, between the parties hereto.
- 3.7 Any use or reuse by the Owner of the Project Documents on any project other than this Project without employing the services of the Consultant shall be at the Owner's own risk and liability with respect to third parties. If the Owner uses or reuses the

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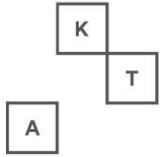


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Project Documents on any project other than this Project, it shall remove the Consultant's architect seal from the Project Documents and indemnify and hold harmless the Consultant and its officers and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. The Consultant shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Consultant, a party for which the Consultant is legally responsible or liable, or anyone approved by the Consultant.

- 3.8 Upon payment of all services properly rendered, the Drawings, Specifications and other documents prepared of this project shall be the property of the Owner unless expressly otherwise stated by the Owner. These Drawings and specifications shall not be used in part or in their entirety by the Consultant on other projects unless specifically authorized by the Owner. Owner agrees that Consultant will not have any liability to Owner, or any third party, for any revision or addition to, alteration or deviation from Consultant's Drawings, Specifications or other documents ("Work Product") occurring subsequent to Consultant's completion of services under this Agreement or earlier termination of this Agreement, or for use of Consultant's Work Product on another project by or on behalf of Owner, and Owner shall defend, indemnify and hold Consultant harmless from and against all liability, loss, damages, costs and expenses, including reasonable attorney's fees and disbursements, which Consultant and its sub-consultants may at any time sustain or incur by reason of any such use, revision, addition, alteration or deviation by or on behalf of Owner. Notwithstanding the transfer of ownership set forth above, Consultant and its sub-consultants shall retain ownership rights to its standard, non Project specifics, details, design and specifications.
- 3.9 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service from the previous Architect, the Owner, to the extent permitted by law, agrees to indemnify and hold harmless the Consultant from all cost and expenses, including the cost of defense, related to claims and cause of action asserted by any third person or entity.
- 3.10 Consultant shall not commence work until Owner has received evidence of the insurance required in this section:
- 3.10.1 Commercial Form General Liability Insurance: this insurance shall on a claim basis, cover work done or to be done by or on behalf of Consultant and shall provide insurance coverage for personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limit of Liability: \$2,000,000.00 general aggregate and \$1,000,000.00 each claim.
- 3.10.2 Worker's Compensation Insurance: this insurance shall include Employers Liability limits of \$1,000,000.00 and any other limits required under California law.
- 3.10.3 Error and Omission Insurance: Consultant shall secure and maintain appropriate errors and omissions insurance for no less than \$1,000,000.00 per claim,

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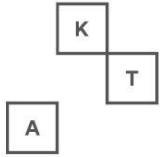


Kevin Tsai Architecture

\$2,000,000.00 per annual aggregate.

- 3.10.4 Consultant shall submit to Owner certificate of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to Owner. Renewal certifications and endorsements shall be timely filed by the Consultant for coverage until the work is accepted as complete. Owner reserves the right to require Consultant to furnish Owner complete, certified copies of required insurance policies. Consultant shall notify Owner in writing of any material change in insurance coverage.
- 3.11 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub consultants or anyone for whom the Consultant is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Owner's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Owner is legally liable, and arising from the project that is the subject of this Agreement. The Consultant is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.
- 3.12 This Agreement shall be governed by the laws of the state of California without regard to the choice of law principals. If a dispute arises from or relates to this contract or the alleged breach thereof, and if the dispute cannot be settled through negotiation within 30 days, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. If the parties agree, the mediator may be asked to serve as an arbitrator for any dispute which cannot be resolved through mediation.
- 3.13 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 3.14 Terms in this Agreement shall have the same meaning as that in AIA Document A201, General Conditions of the Contract for Construction current as of the date of this

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Agreement.

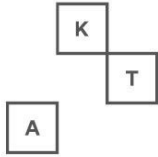
- 3.15 If any of the provisions of this Agreement shall be declared invalid by any court of competent jurisdiction, their invalidity shall not affect the remaining provisions of this Agreement, which shall remain fully enforceable by both parties as if the invalid provision did not exist.
- 3.16 In recognition to the relative risks and benefits of the project to both the Owner and the Consultant, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Sub-consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Consultant and his or her Sub-consultants to all those named shall not exceed the maximum amount available insurance proceeds, which at no time shall be less than \$1,000,000 per occurrence and \$2,000,000 per annual aggregate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability.
- 3.17 The Consultant shall perform its Services with the same degree of care and skill ordinarily used by members of the design and engineering profession practicing under similar conditions at the same time and in the same locality of the Project.
- 3.18 The Owner shall promptly report to the Consultant any defects or suspected defects in the Consultant's work or services of which the Owner becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. Failure by the Owner to notify the Consultant, shall relieve the Consultant of the costs of remedying the defects above the sum remedy would have cost had prompt notification been given.
- 3.19 Owner and Consultant hereby agree that this Proposal / Agreement cannot be assigned directly or for the benefit of others, nor can it be pledged as security for any reason, provided that Owner may assign this Agreement to any lender or affiliate of Owner without permission of Consultant.

4.0 BASIS OF COMPENSATION

Based on the Project description and Scope of Services described in Article 2.1, 2.2, 2.3, 2.4 and 2.5 Kevin Tsai Architecture proposes a fixed fee of **TWO HUNDRED SEVENTY THREE THOUSAND DOLLARS (\$273,000)** for Architect's Basic Services and MEP and Structural Engineering and mark-ups.

- 4.1 **Where compensation for Basic Services is based on a stipulated sum, the compensation for each phase of services shall be as follows:**

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Initial Deposit	\$15,000
Schematic Design Phase (Article 2.1)	\$45,000
Design Development Phase (Article 2.2)	\$45,000
Construction Documents- Plan Check Submittal (Article 2.3)	\$48,000
100% Construction Documents- Permit Ready (Article 2.4)	\$35,000

Construction Administration (Article 2.5)

Time & Material **

** Consultant's construction support in this proposal will be capped at \$5,000 / month based on actual T&M.

4.2 Payments

4.2.1 Consultant Allowances

In addition to Architect's Basic Services fee, the following consultant fee allowances are included for budgeting purposes and shall be reimbursed by the Owner:

- Structural Engineering: \$45,000
- MEP Engineering & T-24: \$40,000

4.2.2 Consultant will bill Owner on a monthly basis for hourly time accrued by Owner in the immediately preceding month. Payments are due and payable within thirty (30) days upon presentation of the Consultant's invoice.

4.2.3 The total anticipated compensation for Architect's Basic Services and the consultant allowances identified above is TWO HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$273,000.00).

4.2.4 Consultant shall retain and coordinate the Structural Engineer and MEP Engineer as subconsultants. Any consultant fees exceeding the stated allowances due to scope changes, agency requirements, Owner-requested revisions, schedule extensions, or other circumstances beyond Consultant's control shall be considered Additional Services and shall require Owner approval prior to proceeding.

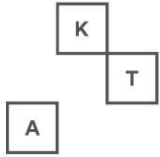
4.3 Reimbursable expenses

Reimbursable expenses are in addition to compensation for the services outlined above. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by the Consultant in the interest of the project, and include but are not limited to:

4.3.1 Document printing, reproduction, binding, and duplication costs and expenses incurred in connection with the project

4.3.2 Shipping, overnight mail, postage, messenger and other handling of drawings and

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documents

- 4.3.3 Fees paid for securing approval of authorities having jurisdiction over the project
- 4.3.4 Additional Consultants not considered a part of Basic Services

5.0 ADDITIONAL SERVICES

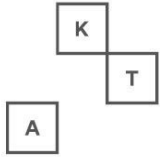
Additional Services may be authorized by the Owner. If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates set forth below, unless a fixed fee, flat rate or some other form of compensation is mutually agreed upon by the parties.

Architect	\$285.00/hour
Senior Project Manager	\$255.00/hour
Project Manager	\$215.00/hour
Intermediate Staff	\$175.00/hour
Junior Staff	\$155.00/hour

6.0 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 6.2 If the Project, through no fault of Consultant, is suspended by the Owner for more than ninety (90) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant's compensation shall be equitably adjusted to provide for expenses, if any, actually incurred by reason of the interruption and resumption of the Consultant's services.
- 6.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Consultant may terminate this Agreement by giving written notice to Owner.
- 6.4 Upon thirty (30) days written notice and opportunity to cure being afforded Owner, failure of the Owner to make payments properly due to the Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause of termination.
- 6.5 If the Owner fails to make payment when properly due the Consultant for services and expenses, the Consultant may, upon thirty (30) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within thirty (30) days of the date of the notice,

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the suspension shall take effect without further notice. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused by Owner because of such suspension of services.

6.6 In the event of termination not the fault of the Consultant or those for whom Consultant is responsible, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expensed described in Article 4.3.

6.7 In the event of termination through no fault of Consultant (or its sub-consultants) at any point prior to completion of Consultant's scope of work, the Consultant will have no control over the execution or disposition of the designs and plans. Therefore, it is understood that Owner agrees to hold harmless and indemnify Consultant and its sub-consultants against all damages and claims, suits, or losses, including reasonable legal costs, which result from any use of the plans without written authorization or approval of Consultant unless such claim or damages are result of Consultant's negligence, willful misconduct or breach of this Agreement.

COMMENCING THE WORK

If you have any questions or comments regarding this proposal, please do not hesitate to contact me. If you are in agreement with the contents of this proposal, please sign both originals and initial all attachments and the deposit of \$15,000.00 to start work. We are thrilled with the opportunity to take the project to the next step with you!

Sincerely,

Kevin (Kuo Huei) Tsai
Principal
Kevin Tsai Architecture

Confirmation of Agreement

Signature

Print Name and Title

Date

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

Date of meeting: ~~08/01/2026~~ October 19, 2026

Title: ~~08/01/2026~~ NSLA Architectural Proposal -

Presentation: _____ Consent: X Action: _____ Discussion: _____ Information: _____

Background:

Lewis Center has worked with Charter School Property Solutions (CSPS) as our construction manager to receive proposals from architectural firms for the development of a new building to house science laboratories, multiple instructional classrooms, office, restrooms and storage spaces located behind the “F” Building (South end of Campus).

Through this process, CSPS presented LCER with proposals. In review of the proposals provided, LCER is happy to recommend the partnership with Kevin Tsai Architecture. Kevin Tsai Architecture has experience working in the education sector and provides a team that will incorporate our needs while providing professional guidance to meet both NSLA's needs, wants and feasibility with this project. Kevin Tsai Architecture will provide the design, support the approval of the project with the City of San Bernardino and work with the selected General Contractor and Subs to bring these spaces to our campus. Kevin Tsai Architecture will also be responsible for the entire design including structural engineering and mechanical engineering plans to complete the design packet for a general contractor to bid on and the City of San Bernardino Planning Department to approve and provide a building permit.

Fiscal Implications (if any):

Contractual amount of \$ 367,000.00

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

Recommendation:

Approve entering into agreement with Kevin Tsai Architecture (\$367,000)

Submitted by: David Gruber
Chief Business Officer, LCER

October 1, 2026

Norton Science and Language Academy
c/o Larry Rieder
Charter School Property Solutions
Ph: 310-993-1100

Re: Letter Agreement for Professional Services for Learning Center Educational Research – NSLA
San Bernardino Campus Entitlements and Construction Documents San Bernardino, California

Dear Mr. Rieder,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant", "KH") is pleased to submit this Letter Agreement (the "Agreement") to Norton Science and Language Academy (NSLA) ("Client") for providing professional services for the NSLA campus expansion at their San Bernardino Campus in the City of San Bernardino, CA.

Project Understanding

Kimley-Horn understands that the project will develop a new campus expansion approximately 8,600 square feet of new building that includes five (5) standard classrooms, two (2) large classrooms, three (3) specialty classrooms, administrative office space, student and staff rooms. The project will not need an environmental review through the California Environmental Quality Act ("CEQA") or DSA review per the client at the writing of this proposal.

The project is pursuing to obtain entitlements and construction documents approvals.



SITE LOCATION ON NSLA CAMPUS

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

PHASE 1 – ENTITLEMENT SERVICES**Task 1.1 – Client/Consultant Meetings**

Kimley-Horn's project manager will attend project team meetings with the Client and client's representatives, as requested during the entitlement phase. These meetings are assumed to be virtual conference calls. As the level of effort associated with preparation for, attendance at, and documentation of meeting discussions is difficult to predict, Kimley-Horn assumes an initial budget estimate of up to twenty (20) hours for this task.

If additional meetings and/or additional effort per meeting is required, Consultant will bring it to the attention of the Client for discussion and subsequent adjustment of the budget.

Task 1.2 – Project Management and Coordination

Kimley-Horn will provide project management and coordination services during the entitlement phase of the Project. Services will include coordination with the Client, project design team, applicable reviewing agencies, and other project stakeholders; participation in project coordination and conference calls; internal team coordination; monitoring project schedule and deliverable milestones; and coordination of civil engineering submittals and responses to review comments. This task also includes general correspondence, coordination of information required from others, and other routine project management activities necessary to support advancement of civil design. Kimley-Horn assumes an initial budget estimate of up to twenty (20) hours for this task.

If additional project management or coordination effort is required, Consultant will bring it to the attention of the Client for discussion and subsequent adjustment of the budget.

Task 1.3 – Engineering Research

Kimley-Horn will perform engineering research related to the proposed site development and anticipated civil engineering improvements. Research will include review of available record information, applicable agency standards and requirements, existing utility information, available mapping, and other readily available information relevant to the preparation of the civil engineering documents. Kimley-Horn will use the information obtained through this research to establish the basis for the preliminary civil design and identify potential civil engineering constraints affecting the Project.

Task 1.4 – Public Agency Coordination and Processing

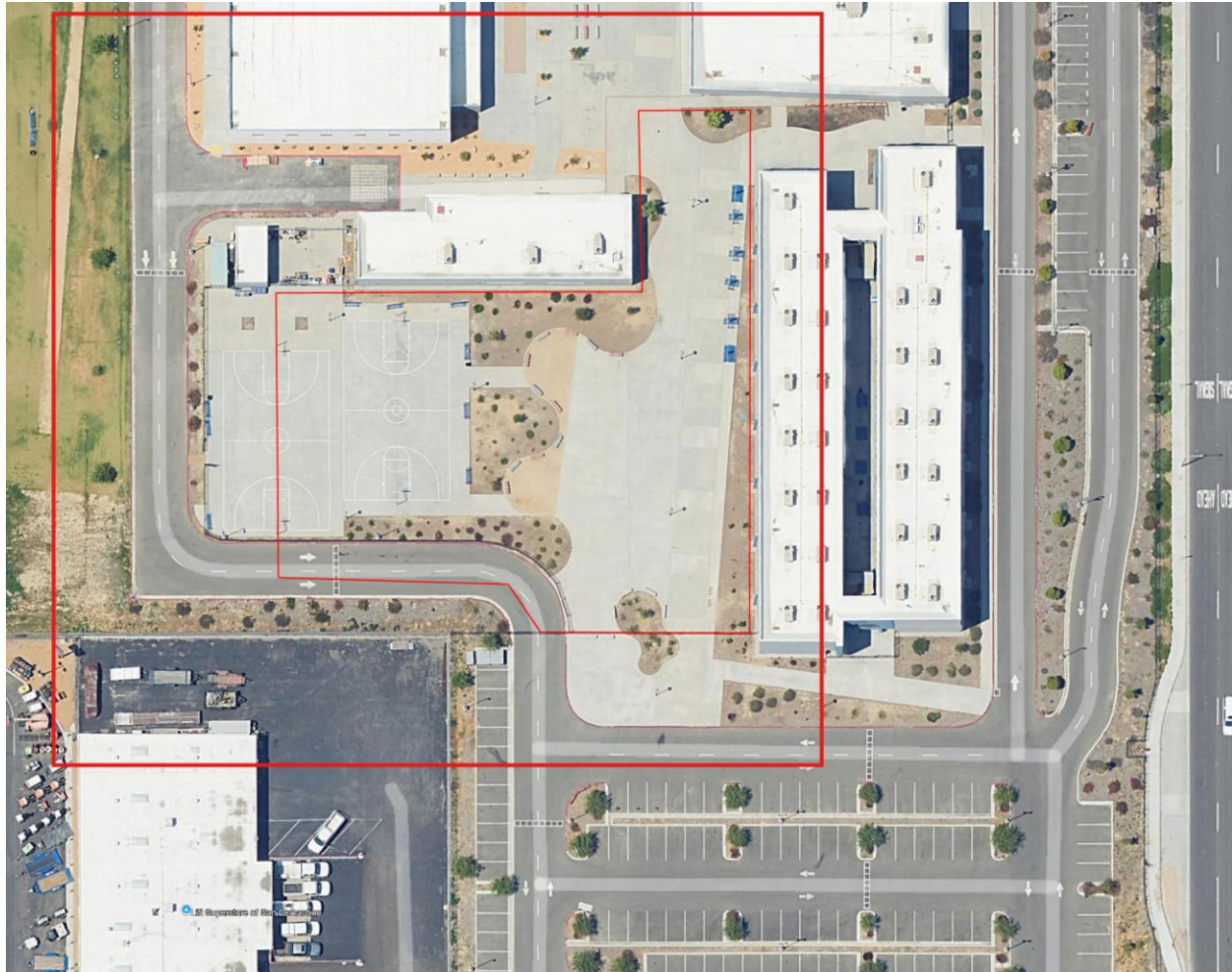
Kimley-Horn will provide coordination and processing support to the architect with applicable public agencies having jurisdiction over the Project during the entitlement phase. Services may include coordination with agency staff regarding applicable civil engineering requirements; preparation and coordination of civil engineering submittals; response to agency comments related to Kimley-Horn's scope of services; and coordination of information, revisions, and resubmittals necessary to advance the civil engineering documents through the review process.

This task assumes normal and customary agency coordination and review. Agency application, permit, plan check, impact, and other development fees are not included and shall be paid directly by the Client. Kimley-Horn assumes an initial budget estimate of up to ten (10) hours for this task.

Additional coordination resulting from changes in Project scope, agency requirements, or services outside Kimley-Horn's scope will be considered additional services.

Task 1.5 – Topographic Survey

Kimley-Horn will prepare a topographic survey of the Project area per exhibit below to support preparation of the proposed civil engineering improvements. The survey will identify readily observable existing surface features within the limits of survey, including existing improvements, pavement, curbs, visible utilities, drainage features, surface elevations, and other features relevant to the civil design. The topographic survey will serve as the base information for preparation of the preliminary and final civil engineering documents.



APPROXIMATE TOPOGRAPHIC SURVEY LIMITS

Assumption: Boundary establishment, title review, easement plotting, ALTA/NSPS Land Title Survey, utility potholing, and subsurface utility investigation are not included unless specifically requested by the Client.

1.6 Preliminary Site Plan

Kimley-Horn will prepare a Preliminary Engineered Site Plan based upon the architectural site plan provided by the Client. The plan will incorporate the proposed building and site improvements and will depict civil engineering information necessary to support the entitlement process, including proposed site geometry, accessible routes and site features, grading relationships, drainage considerations, and utility concepts, as applicable.

Assumption: The architectural site plan, including proposed building location and architectural site improvements, will be provided by the Client and/or Architect prior to commencement of this task.

Significant revisions resulting from subsequent changes to the architectural site plan may constitute additional services

1.7 Preliminary Grading and Drainage Plans

Kimley-Horn will prepare preliminary grading and drainage plans for the proposed site improvements. The plans will establish the preliminary grading concept, including proposed site elevations, slopes, drainage patterns, building pad relationships, and conceptual stormwater conveyance and management improvements necessary to support the proposed development.

1.8 Composite Utility Plan

Kimley-Horn will prepare a preliminary Composite Utility Plan depicting the anticipated locations and connections of major wet utility systems serving the proposed development. The plan will identify proposed water, sewer, storm drain, and other available utility information and will conceptually coordinate these facilities with the proposed building and site improvements. Dry utilities are assumed to be by others.

1.9 Preliminary Hydrology Report

Kimley-Horn will prepare a Preliminary Hydrology Report to evaluate the preliminary drainage characteristics of the Project and support the proposed entitlement-level site design. The report will document the preliminary drainage concept and evaluate existing and proposed drainage conditions associated with the proposed site improvements. Report will adhere to San Bernadino Hydrology Manual guidelines. The analysis will be coordinated with the Preliminary Grading and Drainage Plans and will identify anticipated stormwater conveyance and management requirements affecting the proposed development.

1.10 Preliminary Water Quality Management Plan (P-WQMP)

Kimley-Horn will prepare a Preliminary Water Quality Management Plan (P-WQMP) for the proposed development based upon the preliminary site, grading, drainage, and available geotechnical information. The P-WQMP will document the preliminary stormwater quality approach for the Project and identify anticipated stormwater management measures to be incorporated into the site design. The P-WQMP will be coordinated with the Preliminary Grading and Drainage Plans and Preliminary Hydrology Report to establish an entitlement-level stormwater management strategy.

PHASE 2 – CONSTRUCTION DOCUMENTS PHASE

Kimley-Horn will prepare Final On-Site Civil Construction Documents and Reports per the City of San Bernardino submittal requirements. The approved preliminary stie plan will be used as the basis of design for the project. The Civil Construction Documents will be prepared on a 24" x 36" Title Block, for processing and approval. The tasks assume up to one (1) review cycles for consolidated comments from the City of San Bernardino on the plans and reports listed below.

As the project has no Conditions of Approvals, there may be additional tasks not currently represented in the scope of services below. Should additional tasks be required, Kimley-Horn will provide an amendment to the Agreement for tasks required by the City of San Bernardino.

2.1 Client/Consultant Meetings

Kimley-Horn will participate in project coordination meetings and conference calls with the Client, Architect, and other project consultants, as appropriate, during preparation and processing of the construction documents. Meetings may include coordination of civil design items, interdisciplinary coordination, design progress discussions, and resolution of comments or issues affecting Kimley-Horn's scope of services. Kimley-Horn assumes an initial budget estimate of up to thirty (30) hours for this task.

If additional meetings and/or additional effort per meeting is required, Consultant will bring it to the attention of the Client for discussion and subsequent adjustment of the budget.

2.2 Project Management and Coordination

Kimley-Horn will provide project management and coordination services during the Construction Document Phase. Services will include coordination with the Client, Architect, project design team, applicable reviewing agencies, and other project stakeholders; internal design team coordination; monitoring civil deliverables and schedules; and general correspondence necessary to advance the civil engineering documents. Kimley-Horn assumes an initial budget estimate of up to twenty (20) hours for this task.

If additional project management or coordination effort is required, Consultant will bring it to the attention of the Client for discussion and subsequent adjustment of the budget.

2.3 Public Agency Coordination and Processing

Kimley-Horn will provide coordination and processing support with applicable public agencies having jurisdiction over the Project. Services may include coordination with agency staff regarding civil engineering requirements, preparation and coordination of civil engineering submittals, responses to agency comments related to Kimley-Horn's scope, and coordination of revisions and resubmittals. Agency application, permit, plan check, impact, and other development fees are not included and shall be paid directly by the Client. Kimley-Horn assumes an initial budget estimate of up to twenty (20) hours for this task.

Additional coordination resulting from changes in Project scope, agency requirements, or services outside Kimley-Horn's scope will be considered additional services.

2.4 Demolition Plans

Kimley-Horn will prepare civil demolition plans identifying existing site improvements anticipated to be removed, abandoned, protected, or modified to accommodate the proposed improvements. Plans will identify applicable existing pavements, curbs, drainage facilities, wet utilities, and other civil site improvements based on site survey and record information.

2.5 Precise Grading and Drainage Plans

Kimley-Horn will prepare Precise Grading and Drainage Plans for the proposed site improvements based on the final approved architectural site plan. Plans will establish proposed finished grades, building pad and finished-floor relationships, pavement and hardscape grades, accessible-route grading, slopes, drainage patterns, and proposed stormwater conveyance improvements necessary to support construction of the Project.

Plans will include applicable civil grading and drainage details and information necessary to support agency review and construction.

2.6 Horizontal Control Plan

Kimley-Horn will prepare a Horizontal Control Plan to establish the horizontal layout of the proposed civil site improvements. The plan will provide dimensions, coordinates, offsets, and other appropriate horizontal control information for proposed civil improvements based upon the final architectural site plan and available survey control. It is assumed building layout and architectural dimensions will be established by the Architect. Construction staking and construction survey services are not included unless specifically authorized as an additional service.

2.7 Water Improvement Plan

Kimley-Horn will prepare a Water Improvement Plan for proposed water improvements required to serve the Project. The plan will depict proposed water service connections and associated civil water improvements within Kimley-Horn's scope and will be coordinated with the proposed site plan and other utilities. It is assumed that building plumbing, fire sprinkler systems, fire sprinkler calculations are by others. Final points of connection and utility requirements are subject to confirmation by the applicable water service provider.

2.8 Sewer Plans

Kimley-Horn will prepare Sewer Plans for proposed sanitary sewer improvements required to serve the Project. Plans will depict proposed sewer service connections, pipe alignments, sizes, slopes, inverts, and associated civil sewer improvements, as applicable, and will be coordinated with the proposed building connection and other site improvements. It is assumed that the building plumbing design is by others. Final connection location and requirements are subject to confirmation based upon available record information and applicable agency requirements.

2.9 Storm Drain Improvement Plan

Kimley-Horn will prepare a Storm Drain Improvement Plan for proposed storm drainage facilities necessary to collect and convey runoff from the proposed development. Plans will depict proposed storm drain facilities, including applicable alignments, sizes, slopes, structures, elevations, and connections, and will be coordinated with the Precise Grading and Drainage Plans and Final Drainage Report.

Assumption: Improvements will be based on the final site design, site survey information, geotechnical information, and applicable drainage requirements.

2.10 Erosion Control Plan

Kimley-Horn will prepare an Erosion Control Plan depicting temporary erosion and sediment control measures associated with construction of the proposed civil improvements. The plan will identify applicable Best Management Practices (BMPs) for erosion and sediment control based upon the proposed civil construction activities and anticipated disturbed areas.

Assumption: This task includes preparation of the erosion control plan within the civil construction documents. Preparation and administration of a project-specific SWPPP, including construction-phase inspections, monitoring, sampling, reporting, or QSP services, are not included in the scope.

2.11 Final Drainage Report

Kimley-Horn will prepare a Final Drainage Report documenting the proposed drainage design for the Project. The report will evaluate existing and proposed drainage conditions and provide hydrologic and, where applicable, hydraulic calculations supporting the proposed stormwater conveyance and management improvements shown on the construction documents. The Final Drainage Report will be coordinated with the Precise Grading and Drainage Plans and Storm Drain Improvement Plan.

2.12 Final WQMP Report

Kimley-Horn will prepare the Final Water Quality Management Plan (WQMP) based upon the final site, grading, drainage, and landscape design information. The Final WQMP will document the permanent stormwater quality measures incorporated into the Project and will be coordinated with the final civil construction documents. Applicable stormwater quality BMPs identified in the Final WQMP will be incorporated into the civil design, as appropriate.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Water or sewer study, Water Supply Assessment (WSA)
- Structural Engineering for retaining walls
- Fire Sprinkler Engineering, Modeling, or Tank Design for reference only
- On-Site Fire System Plans, Reports, or Permits
- Dry Utility Planning and Design
- Landscape and Irrigation Plans
- Offsite Street Improvement Plans, Offsite Utility Improvements Plans
- Mapping Easements, Plats and Legals (Can be provided if necessary)
- On-Site Conduit Plans for Electric, Communications, Gas, or Fiber
 - Will be shown on Kimley-Horn plans for reference only

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- As-built plans and reports of the existing site
- Hyperlinked Title Report
- Geotechnical Report with soil infiltration rates
- Building Elevations (provided by the Client's architect)
- Offsite Utilities Drawings (provided by Client)
- MEP Engineer Water and Sewer Data
- Fire Sprinkler Engineering information for Fire Suppression System

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services labeled **LS** for the total lump sum fee below. Individual task amounts are informational only. Kimley-Horn will perform the Services in **HR, NTE** on a labor fee plus expense basis with the maximum labor fee shown below. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary with Client's approval. Labor fee will be billed on an hourly basis according to our then-current rates.

Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a 15% markup, will be immediately issued to and paid by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

TASK	PHASE 1 - ENTITLEMENTS PHASE	FEE	TYPE
1.1	Client/Consultant Meetings	\$ 6,800	HR NTE
1.2	Project Management and Coordination	\$ 6,800	HR NTE
1.3	Engineering Research	\$ 980	LS
1.4	Public Agency Coordination and Processing	\$ 3,400	HR NTE
1.5	Topographic Survey	\$ 5,500	LS
1.6	Preliminary Site Plan	\$ 1,250	LS
1.7	Preliminary Grading and Drainage Plans	\$ 8,370	LS
1.8	Composite Utility Plan	\$ 6,410	LS
1.9	Preliminary Hydrology Report	\$ 6,410	LS
1.10	Preliminary Water Quality Management Plan (P-WQMP)	\$ 6,410	LS
	Entitlements Subtotal	\$ 52,330	
TASK	PHASE 2 - CONSTRUCTION DOCUMENT PHASE	FEE	TYPE
2.1	Client/Consultant Meetings	\$ 10,200	HR NTE
2.2	Project Management and Coordination	\$ 6,800	HR NTE
2.3	Public Agency Coordination and Processing	\$ 3,400	HR NTE
2.4	Demolition Plans	\$ 2,450	LS
2.5	Precise Grading and Drainage Plans	\$ 12,900	LS
2.6	Horizontal Control Plan	\$ 3,170	LS
2.7	Water Improvement Plan	\$ 3,170	LS
2.8	Sewer Plans	\$ 3,170	LS
2.9	Storm Drain Improvement Plan	\$ 3,170	LS
2.10	Erosion Control Plan	\$ 3,170	LS
2.11	Final Drainage Report	\$ 8,520	LS
2.12	Final WQMP Report	\$ 8,520	LS
	Construction Documents Subtotal	\$ 68,640	
	Expenses Budget (5%)	\$ 6,050	
TOTAL CONTRACT			
	AGREEMENT TOTAL	\$ 127,020	

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Non-Standard Provisions, which are incorporated by reference. As used in the Non-Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Norton Science and Language Academy (NSLA).

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

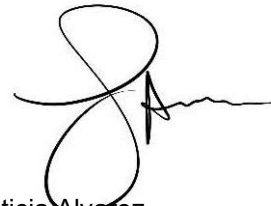
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

Regards,



Prasad Kasturi, PE, QSD CFM
Associate, RCE 84306
Prasad.kasturi@kimley-horn.com



Leticia Alvarez
Associate, RCE 94675
leticia.alvarez@kimley-horn.com



NORTON SCIENCE AND LANGUAGE ACADEMY

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Non-Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
NON-STANDARD PROVISIONS
(with changes to Sections 1., 4.a. and 12.)

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless

from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the services provided by Kimley-Horn during the course of this Agreement and will provide a certificate of insurance evidencing such coverage.
- 13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

- 14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 16) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 17) **Construction Phase Services.**
- If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
AND**

Lewis Center for Educational Research Charter

This Memorandum of Understanding ("MOU") is entered into by and between the Trustees of the California State University, on behalf of California State University, San Bernardino ("CSUSB"), and **Lewis Center for Educational Research Charter Schools** ("District"). CSUSB and District are collectively referred to herein as the "Parties," and individually as a "Party."

WHEREAS, CSUSB is committed to increasing access to higher education for local high school students and improving college-going and completion rates;

WHEREAS, CSUSB and the District seek to increase access to postsecondary education for historically underserved students through a direct admission partnership;

WHEREAS, this partnership supports the California State University's goals under the Graduation Initiative 2025 and aligns with the CSU's systemwide commitment to equity and student success;

NOW, THEREFORE, the Parties agree to the following terms:

I. PURPOSE

This MOU establishes a Direct Admission Partnership between CSUSB and the District. Under this agreement, eligible high school seniors enrolled in the District will be proactively admitted to CSUSB based on predefined criteria agreed upon by both Parties.

II. ELIGIBILITY CRITERIA

To qualify for direct admission to CSUSB under this agreement, a student must:

1. Be enrolled as a senior in a participating high school within the District.
2. Meet the CSU minimum eligibility requirements for first-time freshmen, including completion of A-G coursework and a minimum GPA as defined by the CSU.
3. Meet additional academic or administrative criteria as jointly agreed upon by CSUSB and the District.

III. RESPONSIBILITIES OF CSUSB

CSUSB agrees to:

1. Automatically admit eligible students from the District and notify them of their admission status.
 2. Provide pre-admissions counseling and outreach support to students and families.
 3. Design and deliver direct admission events in partnership with the District.
 4. Offer communications and marketing support to promote the partnership.
 5. Track application, admission, and enrollment outcomes for participating students.
 6. Collaborate with District personnel to support FAFSA submission, orientation registration, and yield efforts.
-

IV. RESPONSIBILITIES OF THE DISTRICT

The District agrees to:

1. Identify and submit a list of eligible students who meet the criteria for direct admission.
 2. Collaborate with CSUSB to host outreach events, including school-based presentations and Direct Admission Days.
 3. Promote direct admission opportunities to students, families, and school staff.
 4. Facilitate access to transcripts and student data necessary for eligibility verification, in accordance with FERPA.
 5. Encourage student participation in financial aid workshops and college readiness activities.
-

V. DATA SHARING AND PRIVACY

Both Parties shall ensure that all data shared under this agreement complies with the Family Educational Rights and Privacy Act (FERPA) and all applicable federal and state laws. Data Sharing agreement described in the attached Direct Admission Data Sharing Appendix.

VI. TERM AND TERMINATION

This MOU will take effect upon signature by both Parties and remain in effect through 12/31/30 (Date), unless terminated earlier by either Party with 30 days' written notice.

VII. GENERAL PROVISIONS

1. **Amendments:** This MOU may be amended only in writing and signed by both Parties.
 2. **Non-Discrimination:** Both Parties agree to comply with all applicable non-discrimination laws.
 3. **Insurance and Liability:** Each Party will be responsible for maintaining its own insurance coverage and will hold the other Party harmless from liability resulting from its own acts or omissions.
-

VIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the dates written below:

California State University, San Bernardino

Signature: _____ Name: Dr. David Dufault-Hunter

Title: Vice President, Strategic Enrollment Mgmt & Marketing

Date: _____

Lewis Center for Educational Research Cl

Signature: _____ Name: Dr. Lisa Lamb

Title: President/CEO, Lewis Center for Educational Research

Date: _____

CA-NDPA Standard Version

Instructions:

Please complete the fillable fields only on the following pages:

Cover Sheet

Page 2 (mark checkbox only if applicable-refers to page 17)

Page 3

Page 10

Pages 11-13 as applicable

Page 17 section 1 (only if applicable)

Page 18 as applicable

Page 20

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard Version 1.1

Local Education Agency

Lewis Center for Educational Research Charter Schools

and

University

California State University San Bernardino

Date: _____

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the FY 25-26 "Effective Date") and is entered into by and between:

Lewis Center for Educational Research Charter Schools, located at 17500 Mana Rd, Apple Valley CA 92307 (the "Local Education Agency" or "LEA") and California State University San Bernardino (the "University") located at 5500 University Pkwy. San Bernardino, CA 92407

WHEREAS, the University is providing educational or digital services to LEA.

WHEREAS, the University is providing data about University applicants or University students to LEA, WHEREAS, the University and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20

U.S.C. § 12329 (34 CFR Part 99);

the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations

and

WHEREAS, the University and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations

NOW THEREFORE, for good and valuable consideration, LEA and University agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to University, the information about University applicants or University students that may be provided by University to LEA, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
☐ If checked, the University, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and University's Terms of Service or Privacy Policy the terms of this DPA shall control.
4. TERM: The term of this Agreement Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by University to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Dr. Lisa Lamb Title: President/CEO
Address: 17500 Mana Rd, Apple Valley CA 92307
Phone: 760-946-5414 Email: llamb@lcer.org

The designated representative for the University for this DPA is:

Name: Dr. David Dufault-Hunter Title: Vice President, Strategic Enrollment Mgmt & Marketing
Address: 5500 University Pkwy., San Bernardino CA 92407
Phone: 909-537-5801 Email: ddh@csusb.edu

IN WITNESS WHEREOF, LEA and University execute this DPA as of the Effective Date.

LEA: Lewis Center for Educational Research Charter Schools

By: _____ **Date:** _____

Printed Name: Dr. Dufault-Hunter Title/Position: VP, SMM

University: California State University San Bernardino

By: _____ **Date:** _____

Printed Name: Dr. Lisa Lamb Title/Position: President/CEO

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the University shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. University shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the University pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The University further acknowledges and agrees that all copies of such Student Data transmitted to the University, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the University shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. University shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the University to view or correct as necessary. In the event that a parent of a student or other individual contacts the University to review any of the Student Data accessed pursuant to the Services, the University shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the University, University shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student- Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact University with a request for Student Data held by the University pursuant to the Services, the University shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** University shall enter into written agreements with all Subprocessors performing functions for the University in order for the University to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purpose of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify University promptly of any known unauthorized access. LEA will assist University in any efforts by University to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF UNIVERSITY

1. **Privacy Compliance.** The University shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **University Employee Obligation.** University shall require all of University's employees and agents Who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. University agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** University acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non--public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not

apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the University pursuant to this DPA. University will not Sell Student Data to any third party.

5. **De-Identified Data:** University agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the University for those purposes allowed under FERPA and the following purposes:
(1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the University's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. University's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, University agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the University shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, University shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, University shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and University employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations.** University is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit University from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, University will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the University will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The University will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the University and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the University's facilities, staff, agents and LEA's Student Data and all records pertaining to the University, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The University agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The University shall adhere to any applicable law relating to data security. The University shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. University may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. University shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the University, the University shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. University shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the University and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either
 - (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) University agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) University further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, University shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

University may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the University shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to University in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the University sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the University shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the University is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT “A”
DESCRIPTION OF SERVICES

In partnership with Lewis Center for Educational Research Charter Schools (“LEA”), California State University San Bernardino (CSUSB) will be providing students in the boundaries of the San Bernardino County with targeted communication regarding their potential eligibility for admission to a campus in the system.

The data elements provided by “LEA” to CSUSB will be used to identify students for the program and for communication with students and families eligible for the offer. In addition, data elements will be used to evaluate the program through disaggregation along demographic lines.

Finally, additional demographic information and program participation information will be provided to CSUSB in order to identify eligibility for specialized support services for incoming students, including but not limited to programs to support students with special needs, students in the foster care system, or students experiencing homelessness.

CSUSB will provide, through the application cycle, back to “LEA” for purposes of program support and evaluation, the following data elements for the 23 campuses:

- Application submission by campus and declared major (first and second choice when applicable)
- Admittance data by campus, major, and program
- Campus awarded scholarship through admissions (i.e. Chancellors Scholarship)
- Statement of intent to register by campus
- Enrollment by campus

EXHIBIT “B”**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc	☐
	Other application technology meta data- Please specify:	☐
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	☐
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☒
	Place of Birth	☐
	Gender	☒
	Ethnicity or race	☒
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☒
	Student grade level	☒
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☒
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☒
	Email	☒
	Phone	☐

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☒
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☒
	Low-income status	☐
	Medical alerts/health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☒
	Living situations (homeless/foster care)	☒
	Other indicator-Please specify:	☐
Student Contact Information	Address	☒
	Email	☒
	Phone	☐
Student Identifiers	Local (school district) ID number	☐
	State ID number	☒
	University/App assigned student ID number	☒
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	☒
Student in App Performance	Program/application performance) typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐
	Other student work data-Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/performance scores	☐

Category of Data	Elements	Check if Used by Your System
	Other transcript data-Please specify: CSU A-G eligibility – California Colleges Guidance Init.	☒
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application	☐
None	No Student Data collected at this time. University will immediately notify LEA if this designation is no longer applicable.	☐

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the University.

University: For purposes of the DPA, the term "University" means Provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "University" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by University or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the University pursuant to the Services. Student Data shall not constitute information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of University's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or University, who University uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the University's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "University."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

University to dispose of data obtained by University pursuant to the terms of the service agreement between LEA and University. The terms of the Disposition are set forth below:

1. **Extent of Disposition**

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of date here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. **Nature of Disposition**

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. **Schedule of Disposition**

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By _____

4. **Signature**

Authorized Representative of LEA

Date

5. **Verification of Disposition of Data**

Authorized Representative of Company

Date

This page to be left blank until services have ended

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

University offers the same privacy protections found in this DPA between it and Lewis Center for Educational Research Charter Schools ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and University's signature shall not necessarily bind University to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The University and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the University to suit the unique needs of the Subscribing LEA. The University may withdraw the General Offer in the event of:
(1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of University's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to University at the following address:

N/A

University: California State University San Bernardino

By: _____ Date: _____

Printed Name: Dr. Dufault-Hunter Title/Position: VP, SMM

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with University, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the University shall therefore be bound by the same terms of this DPA for the term of the DPA between the San Bernardino County Superintendent of Schools and the University. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO UNIVERSITY PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: Lewis Center for Educational Research Charter Schools

By: _____ Date: _____

Printed Name: Dr. Lisa Lamb Title/Position: President/CEO

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Section 1 should only be completed if other LEAs will be allowed to piggyback on this agreement.
Section 2 should be left blank

EXHIBIT “F”

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles (Cybersecurity Frameworks) that may be utilized by University.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORKS(S)
☐	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization	Information technology – Security techniques - Information security management systems (IS) 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks

Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California ("Amendment") is entered into on the date of full execution (the "Effective Date") and is incorporated into and made a part of the Student Data Privacy Agreement ("DPA") by and between: Lewis Center for Educational Research Charter Schools, located at 17500 Mana Rd, Apple Valley CA 92307 (the "Local Education Agency" or "LEA") and California State University San Bernardino (the "University"), located at 5500 University Pkwy, San Bernardino, CA 92407

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the University is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes University to access, store, and use pupil records; and

WHEREAS, the University and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the University and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the University will provide the services to LEA within the State of California and the parties recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the University and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and University agree as follows:

1. **Term** of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA**, Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

University is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit University from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); ~~or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education products updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and University execute this Amendment as of the Effective Date.

LEA: Lewis Center for Educational Research Charter Schools

By: _____

Date: _____

Printed Name: Dr. Lisa Lamb

Title/Position: President/CEO

University: California State University San Bernardino

By: _____

Date: _____

Printed Name: David Dufault-Hunter

Title/Position: VP, SEMM

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

Date of meeting: 10/19/26

Title: LCER Alternative Format Plan

Presentation: Consent: X Action: Discussion: Information:

Background:

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act prohibit discrimination against qualified individuals with disabilities and require public entities to provide effective communication and appropriate auxiliary aids and services when necessary. As an educational organization participating in Medi-Cal programs, LCER will provide individuals with disabilities equal access to applicable Medi-Cal information, programs, and services. This may include a student, parent/guardian, authorized representative, or another individual with whom communication is necessary to provide services to the student. Alternative formats are intended to ensure effective communication and may be provided in conjunction with an individual's preferred language. For example, when an individual requires large print and has Spanish identified as their preferred written language, LCER will make reasonable efforts to provide the information in both Spanish and large print. This follows the approach reflected in the LCER plan, which expressly addresses both disability-related format needs and language preferences.

Fiscal Implications (if any):

None

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

The purpose of the Lewis Center for Educational Research (LCER) Alternative Format Plan is to ensure that individuals with speech, hearing, vision, or other disabilities have equal access to school health and Medi-Cal-related information and communications by providing information in a format that is appropriate and accessible to the individual. This plan establishes LCER's procedures for identifying alternative format needs, responding to requests, providing accessible information, documenting requests, and coordinating alternative format needs associated with Medi-Cal services. LCER will provide appropriate alternative formats at no cost to the individual requesting the accommodation and will consider both the individual's accessibility needs and language preference when providing information.

Recommendation:

Consent needed on the LCER Alternative Format Plan used to support SMAA/RMTS Agreements for both AAE and NSLA..

Submitted by:

Toni Preciado, Director of Student Services

Annalee Carrillo, Fiscal Analyst & SMAA Coordinator for LCER



Lewis Center for Educational Research

17500 Mana Rd., Apple Valley, CA 92307

www.lewiscenter.org

ACADEMY FOR ACADEMIC EXCELLENCE - 17500 Mana Rd. Apple Valley, CA 92307
NORTON SCIENCE & LANGUAGE ACADEMY - 230 S. Waterman Ave. San Bernardino, CA 92408

LCER - Alternative Format Plan

Purpose

The purpose of the Lewis Center for Educational Research (LCER) Alternative Format Plan is to ensure that individuals with speech, hearing, vision, or other disabilities have equal access to school health and Medi-Cal-related information and communications by providing information in a format that is appropriate and accessible to the individual.

This plan establishes LCER's procedures for identifying alternative format needs, responding to requests, providing accessible information, documenting requests, and coordinating alternative format needs associated with Medi-Cal services.

LCER will provide appropriate alternative formats at no cost to the individual requesting the accommodation and will consider both the individual's accessibility needs and language preference when providing information.

Background

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act prohibit discrimination against qualified individuals with disabilities and require public entities to provide effective communication and appropriate auxiliary aids and services when necessary.

As an educational organization participating in Medi-Cal programs, LCER will provide individuals with disabilities equal access to applicable Medi-Cal information, programs, and services. This may include a student, parent/guardian, authorized representative, or another individual with whom communication is necessary to provide services to the student.

Alternative formats are intended to ensure effective communication and may be provided in conjunction with an individual's preferred language. For example, when an individual requires large print and has Spanish identified as their preferred written language, LCER will make reasonable efforts to provide the information in both Spanish and large print.

This follows the approach reflected in the LCER plan, which expressly addresses both disability-related format needs and language preferences.

Alternative Formats Available

LCER will determine the appropriate alternative format based upon the individual's needs, preferred method of communication, and the nature, length, and complexity of the information being communicated.

Alternative formats may include, but are not limited to:

- Large print
- Audio format or audio recording
- Accessible electronic formats compatible with screen readers
- Closed captioning
- Text-to-speech





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- Voice-to-text
- Other accessible formats necessary to provide effective communication

Both sample plans identify Braille, large print, audio, accessible electronic formats, captioning, text-to-speech, and voice-to-text as potential alternative formats.

Primary consideration will be given to the format requested by the individual. If the requested format would fundamentally alter the information or impose an undue burden, LCER will work with the individual to identify another effective means of communication.

Requesting an Alternative Format

A request for information in an alternative format may be made by:

- A student;
- Parent or guardian;
- Authorized representative;
- Staff member assisting the individual; or
- Other appropriate person communicating on behalf of the student or family.

Requests may be made verbally or in writing to appropriate LCER or school-site personnel.

When the request involves Medi-Cal information, the individual may also submit an Alternative Format Selection Application (AFSA) request through the California Department of Health Care Services (DHCS).

Processing Alternative Format Requests

When LCER becomes aware of an alternative format request, the following process will be used:

1. **Receive and document the request.**
LCER will document the date the request was received, the individual making the request, the information or document involved, and the requested alternative format.
2. **Determine the appropriate format.**
LCER staff will review the individual's communication and accessibility needs and determine the appropriate means of providing effective communication. When appropriate, the individual requesting the accommodation will be consulted.
3. **Identify language needs.**
LCER will consider the individual's preferred language in addition to the requested alternative format.
4. **Prepare or obtain the accessible material.**
Depending upon the requested format, LCER may:
 - Convert the material internally;
 - Obtain an accessible version from DHCS or another appropriate source; or
 - Contract with an appropriate accessibility service provider.





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5. **Provide the alternative format.**

The accessible information will be provided directly to the student, parent/guardian, beneficiary, or authorized representative.

6. **Document the accommodation.**

When the alternative format relates to an individual student's educational or health needs, the accommodation may also be documented in the appropriate student plan or record, including an IEP, Section 504 Plan, Individualized Health Plan, or other applicable record.

7. **Maintain the alternative format preference.**

LCER will maintain appropriate documentation of the request so that future Medi-Cal-related information and communications can be provided in the appropriate format when applicable.

This process incorporates the documentation and future-use provisions contained in LCER's plan.

Timelines

LCER will respond to alternative format requests as promptly as possible and will ensure that the provision of accessible information does not unnecessarily delay access to services or information.

Coordination with Medi-Cal

LCER will coordinate alternative format requests associated with Medi-Cal services with the appropriate Local Educational Consortium (LEC), Local Governmental Agency (LGA), Medi-Cal billing provider/vendor, and/or DHCS, as applicable.

LCER will review information provided through its Medi-Cal administrative or billing processes to identify individuals who have an alternative format preference on file.

When LCER receives notice of an existing alternative format request, appropriate LCER personnel will be informed so that Medi-Cal-related documents and communications can be provided in the appropriate format.

New Medi-Cal alternative format requests may be submitted through the DHCS Alternative Format Selection Application (AFSA) system or through other methods established by DHCS.

Recordkeeping and Confidentiality

LCER will maintain documentation of alternative format requests in accordance with applicable student record, confidentiality, and Medi-Cal documentation requirements.

Records may include:

- Date the request was received;
- Individual requesting the alternative format;
- Requested format;
- Language preference, when applicable;
- Documents or information requiring conversion;





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- Date the alternative format was provided;
- Method used to provide the information; and
- Any continuing alternative format preference.

Information regarding a student's disability, Medi-Cal status, health information, or alternative format request will be maintained and disclosed in accordance with applicable confidentiality requirements.

Responsibility for Implementation

The LCER Student Services Department, in coordination with appropriate school-site staff and personnel responsible for Medi-Cal administration, will oversee implementation of this Alternative Format Plan.

Depending upon the nature of the request, implementation may involve:

- Director of Student Services;
- Student Support Services staff;
- School administrators;
- School nurses or health office personnel;
- Special education staff;
- Section 504 personnel;
- Medi-Cal/SMAA personnel;
- Administrative support staff; and
- Contracted accessibility providers.

Staff who receive an alternative format request should promptly forward the request to the designated LCER staff member responsible for coordinating the request.

Plan Availability

The LCER Alternative Format Plan will be maintained as part of LCER's applicable Medi-Cal/SMAA documentation and will be made available upon request to students, parents/guardians, authorized representatives, staff, DHCS, and other appropriate entities.

LCER may also make the plan available through its website or other publicly accessible means.

Upon request, the Alternative Format Plan itself will be provided or communicated in an accessible format appropriate to the requesting individual's needs.

Review of Plan

LCER will periodically review this Alternative Format Plan and revise it as necessary to reflect changes in DHCS guidance, Medi-Cal requirements, accessibility requirements, organizational procedures, or available resources.



**Lewis Center for Educational Research
STAFF REPORT**

Date: Oct 19, 2026
To: LCER Board of Directors
From: Lisa Lamb
Re: President/CEO Report

The strategic goal of the Board and Executive Team is to ensure student success by serving the whole student through effective academic, behavioral, and social-emotional programs. Each of the objectives below serves to support student achievement.

Objective 1: Instructional excellence will be supported through multiple strategies aligned with LCAP Goals, WASC Action Plans, and AAE/NSLA Charters.

1.1 Strategy : Conduct regular classroom and campus walkthroughs with a goal of coaching and giving feedback. Utilize walkthrough data to scale successful practices, measure implementation of curriculum and initiatives (PLC, C6- NSLA, CKH, co-teaching, etc), and target instructional support where needed.

AAE

Currently, we have conducted 412 classroom walkthroughs for a total of 353 admin/teacher touchpoints. The walkthrough focus this month has been on implementing Capturing Kids' Hearts strategies and monitoring classroom management.

Observation themes: Great relational capacity exhibited in all classrooms. New secondary electives have shown success. Labs are being conducted in Physics, Anatomy/Physiology and Forensic Science. CKH implementation is more consistent with Social Contracts and greetings at the door. Our focus will be on empowering students to lead good things and greetings at the door.

Professional Learning Committee (PLC) meetings are starting back with a focus on scope, sequence, and essential standards. We are still working on solidifying our mission statement. The current consensus is: *The Academy for Academic Excellence exists to develop disciplined thinkers prepared for post-secondary success through a rigorous education grounded in critical inquiry, analytical reasoning, and responsible citizenship.*

NSLA

As of September 30, 2026 we have conducted 171 classroom walkthroughs. This number does not count those completed by Dr. Lamb & members of our LCER team. At NSLA, we are not quantifying quick check-ins, but we can report that both VPs and the Principal have “class visits” intentionally calendared each day. September saw an uptick in VPs getting called away from class visits due to students needing admin. redirection in the office.

The walkthrough focus in September has been the intentionality of the instructional strategies we use. Our debrief discussions reveal a clear distinction between teachers whose delivery was potentially more “superficially” planned and teachers who planned down to the questions they would ask during their lessons.

	Based on this, walkthroughs & feedback in October will focus on more in-depth planning for key strategies such as checks for understanding, guiding questions & critical reading to improve comprehension. <u>LCER</u> Lisa Lamb, Heather Muir, and Toni Preciado are also participating in classroom walkthroughs at both schools. These are recorded among the school data.
1.2 Strategy: Targeted professional development aligned with research-based instructional practices (CKH, C6-NSLA, Ed Tech, differentiated instruction, etc.)	<u>LCER</u> The LCER Board and Executive Team completed Leadership Training with Vern Hazard from Capturing Kids Hearts (CKH) on September 18, 2026. As part of this training, participants received an overview of the CKH philosophy, the EXCEL Leadership Model, and an opportunity to examine personal leadership practices. The Board and Exec Team also created a Social Contract, which is an agreement on how members will work together and navigate conflict. The goal is to schedule a two-day Leadership Blueprint in July 2026, which will include Board, Exec, and the LCER Management Team. <u>NSLA & AAE</u> Select members of our Academic Leadership Teams (ALT) attended the first meeting of the second year of training through Solution Tree & the California Principal's Support Network (CAPS). This multi-year training for principals and their leadership teams focuses on high-impact leadership strategies to improve student learning. Year 2 will focus more heavily on our Tier 2 & 3 interventions. <u>NSLA</u> In early September, Dr. Jose Medina spent three days on campus as part of our ongoing C6 Biliteracy partnership with Dr. Medina. It was an incredible reminder of the amazing work our staff is doing each day to support our students. Dr. Medina shared specific highlights and observations from the shared instructional rounds conducted. The team was left with many things to celebrate, along with very specific goals. Dr. Medina noted high levels of student engagement, content and language learning targets posted and understood by students, and teachers leveraging comprehensible input across campus. The CIA Team reviewed four specific areas for growth. Collectively, these goals will be an area of intentional planning and focus. Dr. Medina will return in January to continue supporting these efforts.
1.3 Strategy: Use verified academic data to inform instructional practices throughout the year (Parsec, iReady, Las Links, DRA, etc.)	The monthly Partner Success Parsec meeting is scheduled for October 9th. That meeting will focus on: • Charter Presentation with AVUSD • Current-year teachers mapped to prior-year results • Real campaigns tied to data • Site-Level Data to Action package with Summer • CCSA co-presentation invite • Questions and next steps The CA Dashboard is expected to be released on October 15th. The CIA and Executive Team will use this data, along with Fall iReady data, to guide the focus for PLCs and walkthroughs. Principals will present this data to the Board in December. AAE Data

	2025 EOY	2026 EOY	Feb	Mar	Apr	May	Aug	Sept
Secondary Attendance	95.14	94.87	93.5	94.25	94.70	93.23	96.70	95.07
Secondary Tardies (10 or more)			20; Sec 9; Elem	42; Sec 15; Elem	62; Sec 22; Elem	113; Sec 40; Elem	0; Sec 0; Elem	8; Sec 5; Elem
Elementary Attendance	95.17	95.22	93.03	94.37	95.09	94.79	96.65	95.95
Secondary Enrollment	810	801	810	806	801	801	809	813
Elementary Enrollment	674	679	681	680	679	679	728	730
Total Enrollment	1484	1480	1491	1486	1480	1480	1537	1543
ALC's			26	29	21	17	1	5
Suspensions	65	41	4	2	2	5	1	7
Walk Thrus (Progressive)	681	325	276	302	325	325	353	412

iReady Data
Fall Reading

Grade 1	
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Fall Math

Grade 1		2%	5%	77%	15%	0%	97/100
Grade 2		0%	9%	59%	32%	0%	98/100
Grade 3		6%	14%	68%	8%	5%	109/110
Grade 4		3%	17%	45%	21%	14%	111/112
Grade 5		14%	11%	38%	21%	17%	112/112
Grade 6		14%	23%	39%	11%	13%	122/123
Grade 7		3%	26%	41%	7%	23%	112/120
Grade 8		5%	21%	31%	12%	32%	107/122

Objective 2: Maintain successful charter renewals and positive relationships with authorizers through effective and transparent operational practices.

2.1 Strategy: Maintain middle or high-performing tier status for both schools based upon the CA Dashboard.

Current 2026-27 Progress on certain Dashboard Indicators and comparison to 2024-2025 and 2025-2026 school year:

Chronic Absenteeism (CA Dashboard Calculations)

AAE ▾			
2024-25 Month ▾	2024-25 Month End % ▾	2025-26 Month End % ▾	2026-27 Month End % ▾
September	15.9%	8.9%	13.2%
October	11.0%	6.2%	
November	8.8%	8.6%	
December	10.1%	6.0%	
January	11.0%	6.7%	
February	10.3%	7.9%	
March	9.2%	7.1%	
April	7.9%	7.1%	
May	7.7%	7.1%	
June	8.6%	8.5%	

NSLA 			
2024-25 Month 	2024-25 Month End % 	2025-26 Month End % 	2026-27 Month End % 
September	18.2%	15.6%	21.2%
October	15.4%	15.0%	
November	19.9%	17.6%	
December	17.3%	15.4%	
January	18.5%	18.2%	
February	19.2%	19.3%	
March	21.9%	18.3%	
April	20.4%	17.7%	
May	19.7%	16.3%	
June	19.2%	19.2%	

Suspension Rate for the first two months of 2026-27:

AAE						
Month	24-25 Month End SUS/ISS	2024-25 Month End %	25-26 Month End SUS/ISS	2025-26 Month End %	2026-27 Month End SUS/ISS	2026-27 Month End %
August	8	0.5%	1	0.1%	1	0.1%
September	8 (7)	1.0%	3	0.3%	8 (6)	0.5%
October	4 (3)	1.2%	2	0.4%		
November	6 (4)	1.4%	7 (5)	0.7%		
December	5 (4)	1.7%	6 (3)	0.9%		
January	2 (0)	1.7%	5 (4)	1.1%		
February	6 (3)	1.9%	4 (2)	1.2%		
March	7 (4)	2.1%	5 (4)	1.5%		
April	1 (0)	2.1%	2 (2)	1.6%		
May	17 (15)	3.1%	5 (4)	1.9%		
June	1	3.2%				

NSLA						
Month	24-25 Month End SUS/ISS	2024-25 Month End %	25-26 Month End SUS/ISS	2025-26 Month End %	2026-27 Month End SUS/ISS	2026-27 Month End %
August	6	0.5%	4	0.3%	3	0.2%
September	2	0.6%	7	0.8%	1	0.3%
October	7	1.2%	3	1.1%		
November	4	1.5%	5 (4)	1.4%		
December	2	1.6%	1	1.4%		
January	9 (7)	2.2%	4 (3)	1.6%		
February	3	2.4%	4 (3)	1.9%		
March	13 (11)	3.2%	7 (6)	2.3%		
April	8 (6)	3.7%	6 (6)	2.7%		
May	17 (11)	4.6%	6 (3)	3.0%		
June	6	5%				

* Numbers in parentheses are the unduplicated count for that month. (For example, "7 (5)" means that there were seven suspensions for that month, but only 5 were unduplicated. The other two had been suspended earlier in the year)

** Month-end suspensions totals based on assigned date in IC, not the dates served.

2.2 Strategy: Maintain strong fiscal health through positive budget practices, transparent reporting, clean audits, stable bond covenants, and by securing additional funding sources whenever applicable.

- Finance has completed the Alternative Forms for the Annual closing of the fiscal year for each school. Finance has begun presenting monthly encumbrance reports and detailed general ledgers to budget managers and their assistants to help monitor their activities and meet the goals and objectives set forth in the LCAP at each site. Finance with support of the Facilities Department, worked with Property Condition Assessments (PCA) to meet the Bond Requirements at each site. This assessment allows planning over the next 5-year period of time to address site needs for ample and timely maintenance of the facilities. This assessment will be completed every five years or as long as we have Bond Debt at each site.
- Finance is also working closely with US Bank on a funding opportunity for the new construction of Science Classrooms and additional space to support the schools cash-flow during the construction process.
- The Finance Department is preparing to begin our Annual Year-End Audit for the 2025/26 Fiscal Year. Nigro & Nigro is working with the team as we upload requested documents to a secure link to begin their review. With the new budget, Governor Newsom signed into law a change requiring the annual audit to be completed and submitted to the State of California no later than January 30th each year following the

close of the fiscal year. This changes the deadline from December 15th, as previously required by the State of California. Finance is also working with the Auditors to ensure we are prepared to report and monitor all new regulations signed into law with the passing of SB126.

- Finance has continued to complete the required grant reporting for each school. In the past month, Finance has completed reporting on
 - SELPA Maintenance of Effort (MOE) Reporting for both schools:
 - SEMA - Actual Expenditures for the prior year
 - SEMB - Budgeted Expenditures for the current year
 - Excess Cost Calculation
 - Subsequent Year Tracking of State and Local Expenditures
 - Universal Pre Kindergarten (UPK) Program Report

2.3 Strategy: Ensure all teachers meet required credentialing and are supported to provide high-quality instruction. This will be measured through staff retention data and required state, federal, and authorizer reporting.

NSLA									
Credential Level	TK-2	3 to 5	English	Math	Science	Social Science	SPED	Non-core	Totals
Clear:	14	8	5	2	4	5	4	8	50
Prelim:	1	2	1	3	1	1	3	3	15
G(S)ELAP:	0	0	0	0	0	0	0	0	0
Intern:	0	2	0	0	0	0	2	0	4
STSP:	0	0	0	0	0	0	0	0	0
PIP:	0	0	0	0	0	0	0	0	0
ETK:	1	0	0	0	0	0	0	0	1
Sub:	0	0	0	0	0	0	0	0	0
Total:	16	12	6	5	5	6	9	11	70
***Classroom-based teachers only									

AAE									
Credential Level	TK-2	3 to 5	English	Math	Science	Social Science	SPED	Non-core	Totals
Clear:	9	8	7	6	3	6	3	9	51
Prelim:	6	2	0	0	1	0	3	3	15
G(S)ELAP:	0	0	0	0	1	0	0	0	1
Intern:	0	0	0	1	0	0	2	0	3
STSP:	1	1	0	0	1	0	0	0	3
PIP:	0	0	0	0	0	0	0	0	0
ETK:	0	0	0	0	0	0	0	0	0
Sub:	0	1	0	0	0	0	0	0	1
Total:	16	12	7	7	6	6	8	12	74
***Classroom-based teachers only									

2.4 Strategy: Consistently review staff compensation and benefits throughout the organization to attract and retain high-quality staff.	For the 2026-2027 School Year: • All regular positioned Salary Schedules received a 5% COLA eff. July 1 2026 • Additional \$100/month contribution to offset the H&W increase starting October 1, 2026 • Ed Specialists were given 5 days throughout the school year to support planning and casework (Substitute Covered). • 1 Additional step on salary schedule for all Ed Specialists • Increased athletic coaching stipends ○ Elementary Coaches - \$600 to \$1,000 per season ○ Middle School Coach - \$1,750 to \$2,500 per Season ○ High School Assistant Coach - \$1,500 to \$2,250 per season ○ High School Head Coach - \$2,500 to \$3,500 per season • Added 1 extra planning day for all new teachers for training • Added 1 extra work planning day for all teachers to meet with grade level/subject if they had new curriculum • Added 1 extra work day for all 181 or 182 days PT classified staff to complete mandatory training videos • Continuing to provide 1 Additional step on salary schedule for teaching a Bilingual course of study • Continuing to provide 2 Additional steps on salary schedule for holding the full Bilingual Authorization in conjunction with teaching Dual Immersion Studies • Continuing to provide 1 Additional step on salary schedule for all LCER alumni • Continuing to hire Ed Specialist Paraprofessionals and offered to existing Ed Specialist Paraprofessionals the increase of two ranges (5%) to support higher needs students • Continuing to offer mid-year salary column changes for certificate staff completing additional credential units • Continuing to pay for induction for new teacher participation fee and teacher coaches • Continuing longevity step and stipend/bonus every 5 years starting with their 20th year with LCER • Continuing Foundation milestone bonuses • Continuing paid non duty day increase for all non-exempt full time classified staff • Continuing sick leave accrual increases for Classified PERS members
2.5 Additional authorizer requests/updates	October 26: SBCSS Staff Report released for NSLA Charter Petition November 9: NSLA Charter Renewal Decision Hearing- Dorothy Ingram Learning Center at 1pm. November 16: AVUSD Staff Report released for AAE Charter Petition December 10: AAE Charter Renewal Decision Hearing- AVUSD District Office at 7pm.
Objective 3: Improve communication with all stakeholders (including staff, families, students, and board) to ensure that it is timely and two-way.	
3.1 Strategy: Educate stakeholders on communication methods and engagement opportunities.	<u>Social Media Engagement</u> LCER's school social media platforms experienced exceptional engagement and organic reach over the past 30 days, demonstrating the continued effectiveness of short-form video and student-centered storytelling in expanding awareness of our schools. Academy for Academic Excellence (AAE) generated 254,586 views across Instagram and Facebook during the 30-day reporting period, reaching 103,017 individual viewers. Most notably, 78.1% of views came from non-followers, demonstrating that AAE content is reaching well

	beyond its existing social media audience. Reels accounted for 90% of all content views and 86.8% of content interactions. AAE also generated 17,027 interactions, with 75.8% coming from non-followers, and engaged 11,784 accounts during the reporting period. One student-centered Reel alone received about 115,000 views and 11,600 interactions, showing the reach possible through authentic, engaging school storytelling. Norton Science and Language Academy (NSLA) generated an additional 106,898 views, including 97,405 on Instagram and 9,493 through Facebook, reaching 16,585 individual viewers. Similar to AAE, NSLA continues to reach new audiences, with 71.9% of all views coming from non-followers. Reels generated 87.7% of NSLA's content views. NSLA content generated 3,838 interactions and engaged 1,608 accounts. The school's top-performing content included Reels highlighting students, staff, classroom experiences, and campus life, reinforcing the value of authentic, people-centered storytelling in connecting audiences with the NSLA experience. A significant portion of this social media success is driven by our student PR interns, Aly at AAE and Leo at NSLA, who create much of the day-to-day content featured on their respective school accounts.
3.2 Strategy: Seek feedback on what is/is not working via surveys and forums.	During a summer planning session, the Executive Team, coordinators, and site administrators met to discuss end-of-year surveys, including the 2025–26 annual staff climate survey and Capturing Kids' Hearts (CKH) end-of-year data. The team reviewed the data for LCER, AAE, and NSLA. Overall, staff feedback reflected a strong commitment to students and positive relationships across LCER. CKH data similarly demonstrated that relationships with students remain a significant organizational strength. Areas identified for continued growth included communication, collaboration and staff input, recognition, workload and resources, and consistent implementation of CKH practices. The survey feedback is being used to inform individual/department leadership priorities, professional development, and resource allocation for the 2026–27 school year. We also sent a Back-to-School survey to all employees in August. Each year after the All Staff Meetings and trainings, the Executive Team seeks feedback on the best way to format the three non-student days before school starts to best meet staff needs and compliance mandates. The survey responses are summarized below: • Total respondents: 129 • Most respondents are from AAE (51%) and NSLA (42%), with a smaller group from LCER (7%). • Most respondents are Certificated staff (76%), with Classified staff making up 24%. • The majority of participants rated the main professional development activities positively, with most scores being 4 or 5 out of 5 for sessions like 'Capturing Kids' Hearts', 'All Staff Meeting', and 'TK-12 Staff Meeting.' • Other activities, such as curriculum trainings and orientation sessions, also received favorable ratings from those who attended, though fewer responses were received. • Very few attendees gave low ratings (1 or 2), indicating overall satisfaction. • For teachers, the most preferred schedule for non-student days is "Option 3: Combined All Staff and TK-12 Meeting Day, Professional Development, Teacher Work Day" (43%). • 59% of teachers are not interested in moving the non-student day in June to before school, while 41% are open to it. • Thematic analysis of open-ended feedback highlights topics such as Collaboration Time, Meeting Content Relevance, and Professional Development Content.

3.3 Strategy: Utilize designated stakeholder groups to inform decision-making (School Site Council, English Learner Advisory Committee, PTO/PTC, Academic Leadership Teams, All Staff Meetings, Student Leadership groups, parent/community forums, etc.)	<u>AAE</u> Principal's Cabinet: We met on 10/6/26. Discussions about our food vendor. The food seems to be different this school year. We are planning the building a Hollywood-type AAE sign for the mountains behind our campus, and conveying information between the cabinet and our students to maintain student voice. ALT: Continuing discussions from PLC CAPS Training about structured and systemic RTI (Response to Intervention) for our secondary students. Working to incorporate time within the school day by using homeroom time and rotations time for Middle School. SSC/ELAC: We are looking to bring in new members to replace some that have either graduated or ended their term. The first meeting is on October 27th. PTC: Working on Fall Festival. Fall Festival meeting on 10/6/26 to prepare. Elementary catalog sale brought in \$6700. Book Fair was conducted from Sept 28th to Oct 2nd. School Cents Program fundraiser through the Mall of Victor Valley. <u>NSLA</u> • PTO met with the admin. team for our monthly meeting. We discussed upcoming events including Fall Festival as well as debriefed past events including the success of recent fundraisers. • Our first Cafecito/ELAC and Principal's Cabinet meetings were held in September. Both teams gave input on NSLA's evolving mission statement. Parents & students have largely agreed on one of the statements that has been put forward. Parents also opined that this particular statement might be reworded to put more emphasis on our science focus at NSLA. • SSC will have our first meeting in late October • ASB has decided to postpone Homecoming to November to allow our Cadet Corp. & Club Chile students the chance to attend (both groups will be gone for the original date)
Accomplishments and Highlights	
9/11 Commemoration Ceremonies: Both AAE and NSLA held meaningful 9/11 Commemoration Ceremonies, bringing together students, staff, families, first responders, veterans, and community members to honor the lives lost on September 11, 2001, while recognizing the everyday heroes who continue to serve our communities. 7th Annual LCER Foundation Gala: The Lewis Center Foundation hosted a sold-out annual gala at The Mitten Building in Redlands, bringing supporters together for an evening celebrating the people and partnerships that make a difference across LCER. This year's Distinguished Service honorees included Angélica Ramos (NSLA), Rick Samp (AAE), and Ricky Baca (LCER), with AAE PTC and NSLA PTO recognized as LCER's Community Partners for their continued dedication and support of our schools. AAE Blood Drive: AAE's annual Blood Drive was another success, with students, staff, families, and community members coming together to give back. More than 60 successful donations were collected to help save lives in our local community, an incredible demonstration of service in action. Young Writers' Showcase: Five NSLA students had the opportunity to share their original poetry at the Young Writers' Showcase, celebrating the culmination of their participation in the summer Young Writers' Camp. The experience gave our young authors an opportunity to share their creativity and voices with a larger audience.	

Charter Renewal & Student Voice: AAE and NSLA are currently navigating their respective charter renewal processes, providing an important opportunity to showcase the programs, accomplishments, and, most importantly, the students who make our schools exceptional. Students from across the Lewis Center have represented student voice at Board meetings in both Apple Valley and San Bernardino, speaking confidently about their experiences and the impact their schools have had on them. As always, our students continue to impress as thoughtful, articulate public speakers and outstanding ambassadors for their school communities.

NSLA Scholarship Winners: 8th graders Elysa and Johnathan were awarded \$5,000 scholarships after submitting short essays explaining the impact that lessons from FutureSmart: Financial Literacy for Middle Schoolers had on them. 8th grader, Rosabell, also earned entrance into the Jack Kent Cooke Foundation's Young Scholars Program, a selective five-year, pre-college scholarship that provides multiple supports like college advising, summer programs, and internships.

Facilities Projects

AAE:

- The shade canopies for North Elem and the outside dining shade structures are being replaced due to aging and tearing. The project is scheduled over Fall-Break.
- Trenching and running conduit to mineral city for data and electrical for adding cameras.
- Adding seismic shut off valves to all the main Gas Valves.
- On 10/6, initial planning meetings were held on each campus to discuss proposed construction plans. These meetings included campus walks as well as an overview of classroom and additional needs. Once the agreements are finalized, Larry Rieder will schedule biweekly meetings to guide each project.

NSLA:

- The shade structure on the West side of A-buildings is in progress and should be completed over Fall-Break.
- Adding fire life safety strobes into the new office spaces in the Admin office over Fall-Break.
- On 10/6, initial planning meetings were held on each campus to discuss proposed construction plans. These meetings included campus walks as well as an overview of classroom and additional needs. Once the agreements are finalized, Larry Rieder will schedule biweekly meetings to guide each project.

LCER

- At AVCI Painting the lower observatory over Fall-Break.
- Also painting the landing deck walls for Gavrt.
- Repair the AVCI Courtyard Fountain catch basin.

Upcoming Dates

AAE

- 10/1 AAE Charter Presentation @ AVUSD Board Meeting
- 10/3 Saturday WIN Day
- 10/8 Pumpkin Patch 1st grade
- 10/9 Pumpkin Patch 1st grade
- Fall Break Oct. 10-18th
- 10/11-14 SFJROTC Going to VanDerBurg Air Force Base
- 10/19 LCER Board Meeting
- 10/21 LCER Management Meeting
- 10/21 PTC Parent Meeting

- 10/23 Fall Festival
 - 10/26 PSAT/NMSQT
 - 10/26 Leadership Cohort Meeting
 - 10/27 SSC/ELAC
 - 10/29 and 30 Kindergarten goes to Pumpkin Patch
 - 10/30 Parents and Pastries
-

NSLA

- 10/2 ... Fall Festival
 - 10/3 ... Saturday Attendance Recovery Day
 - 10/7 ... Cafecito / ELAC Meeting
 - 10/9 ... Quarter 1 Ends
 - 10/12-16 ... Fall Break
 - 10/19 ... LCER Board Meeting
 - 10/21 ... Family Voices Parent Forum : Test Scores & Planning for Next Year...A look at the Master Schedule
 - 10/22 ... New Teacher Check-In
 - 10/26-30 ... Red Ribbon Week
 - 10/27 ... National Honor Society & National Junior Honor Society Induction Ceremonies
 - 10/28 ... ASVAB Exam
 - 10/28 ... TK - 12th Grade Teacher Meeting
-

LCER

- 10/7-16 - NSLA/GAVRT Chile Student Exchange
- 11/14 from 5-9pm at NSLA - Noche de las Estrellas

2026-2027 GRANT TRACKING SHEET

Grant	Purpose / Description	Total Grant Amount	Direct Amount	Due Date	Date Submitted	Awarded?	Award Date	Grant Manager
Building Space Weather Readiness Through Solar and Planetary Science Engagement	SciAct Grant	\$615,174.00	\$575,977.00	3/31/2026	3/31/26	Declined	N/A	Lisa Lamb

The High Desert Partnership in Academic Excellence Foundation, Inc.
Check/Voucher Register - Board Report - 10K
From 9/1/2026 Through 9/30/2026

Effective Date	Check #	Vendor Name	Check Amount	Transaction Description
9/1/2026	58148	PNC Bank	17,965.38	PO 2627-0609-LCER
9/2/2026	58158	AmTab	24,206.37	PO 2526--1414-AAE
9/2/2026		AmTab	25,668.37	PO 2526-1415-NSLA
9/2/2026	58160	CharterSAFE	77,078.00	Insurance premium pymt for October
9/2/2026	58161	McGraw Hill LLC	92,769.38	PO 2627--0005-NSLA
9/2/2026	58162	SBCSS	106,484.74	NSAA PERS contributions for August
9/2/2026		SBCSS	154,568.98	LCER/AAE - PERS contributions for August
9/2/2026	58165	SBCSS	207,718.86	NSAA STRS contributions for August
9/2/2026		SBCSS	240,006.98	LCER/AAE - STRS contributions for August
9/3/2026	58171	SBCSS	29,681.00	2025-2026 X-Pot Contribution Payment Error, #883500
9/3/2026		SBCSS	33,331.00	2025-2026 X-Pot Contribution Payment Error, #881411
9/10/2026	58201	Sidepath	75,380.89	PO 2526-1567-AAE
9/10/2026		Sidepath	75,380.89	PO 2526-1568-NSLA
9/15/2026	349		370,332.52	Group: Payroll; Pay Date: 9/15/2026
9/15/2026	350		449,079.57	Group: 11mo Payroll; Pay Date: 9/15/2026
9/17/2026	58214	American Fidelity Assurance	17,064.99	American Fidelity - July 2021
9/17/2026	58246	Southern California Edison	22,971.71	Account #700281016926
9/17/2026		Southern California Edison	25,762.53	Account #700119778270
9/17/2026	58247	SchoolsFirst Federal Credit	11,653.52	Employee TSA contributions - August 31, 2026
9/17/2026	58248	SISC	364,566.70	Health Coverage for September 2026
9/17/2026	58259	Top Notch Lunches	135,471.45	Breakfast, Lunch, Snack, A La Carte, month of August 2026
9/17/2026	58265	Vista Higher Learning	16,596.53	PO 2627-0430-NSLA
9/22/2026	58271	SchoolsFirst Federal Credit	11,653.52	Employee TSA contributions - September 15, 2026
9/22/2026	58272	US Bank	10,712.94	Account #4148 4410 0000 2882
9/22/2026		US Bank	42,112.70	Account #4148 4400 7955 5648
9/24/2026	58285	eLuma	26,509.08	Speech provided: QTN-20260618-171021374
9/25/2026	58300	Dave Bang Associates, Inc.	16,695.69	PO 2627-0758-AAE, 50% Deposit for Replacement Shade Fabric
9/28/2026	58312	Amazon Capital Services	10,595.02	PO 2627-0643-AAE
9/30/2026	351		383,527.76	Group: Payroll; Pay Date: 9/30/2026
9/30/2026	352		452,521.50	Group: 11mo Payroll; Pay Date: 9/30/2026
9/30/2026	58344	SchoolsFirst Federal Credit	13,748.02	Employee TSA contributions - September 30, 2026
Report Total			3,541,816.59	

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

2025-2026

Note - Revenue Reported is % of Budgeted Revenue Earned

	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Revised	Actual thru September		
Revenue		Annual Budgeted Revenue		
Revenue	47,259,881	3,288,197	43,971,684	93.04%
Expense				
Certificated Salaries	17,610,820	3,313,574	14,297,246	81.18%
Classified Salaries	6,781,561	1,540,409	5,241,152	77.29%
Benefits	9,668,609	1,853,276	7,815,333	80.83%
Books and Supplies	2,771,261	818,039	1,953,223	70.48%
Services & Other	10,049,247	1,803,456	8,245,791	82.05%
Capital Outlay	265,500	343,378	(77,878)	-29.33%
Other Outgo	0	0	0	N/A
Share of LCER	0	0	0	N/A
Total Expense	47,146,998	9,672,131	37,474,867	79.49%
Add (Subtract) to Reserves	112,883	(6,383,934)	6,496,817	
Total Revenue	47,259,881	3,288,197	43,971,684	6.96%
Total Expense	47,146,998	9,672,131	37,474,867	20.51%
Add (Subtract) to Reserves	112,883	-6,383,934	6,496,817	

2026-2027				
Note - Revenue Reported is % of Budgeted Revenue Earned	Current Period			
	Total Budget \$ - Original	Actual thru September	Remaining Budget	Percent Remaining
Revenue	Annual Budgeted Revenue			
Revenue	51,755,423	12,230,677	39,524,746	76.37%
Expense				
Certificated Salaries	19,084,701	3,733,635	15,351,066	80.44%
Classified Salaries	7,646,153	1,673,079	5,973,074	78.12%
Benefits	10,632,387	2,087,256	8,545,131	80.37%
Books and Supplies	2,638,665	1,501,052	1,137,613	43.11%
Services & Other	10,123,319	2,532,275	7,591,044	74.99%
Capital Outlay	418,407	370,792	47,615	11.38%
Other Outgo	0	0	0	N/A
Share of LCER	0	0	0	N/A
Total Expense	50,543,632	11,898,089	38,645,543	76.46%
Add (Subtract) to Reserves	1,211,791	332,588	879,203	
Total Revenue	51,755,423	12,230,677	39,524,746	23.63%
Total Expense	50,543,632	11,898,089	38,645,543	23.54%
Add (Subtract) to Reserves	1,211,791	332,588	879,203	

AAE - Budget Comparison 2025/26 to 2026/27

2025-2026

Note - Revenue Reported is % of Budgeted Revenue Earned	Current Period			
	Total Budget \$ - Revised	Actual thru September	Remaining Budget	Percent Remaining
Revenue		Annual Budgeted Revenue		
Revenue	21,753,674	1,657,371	20,096,303	92.38%
Expense				
Certificated Salaries	8,217,528	1,574,522	6,643,006	80.84%
Classified Salaries	2,259,898	491,946	1,767,952	78.23%
Benefits	4,137,609	762,843	3,374,766	81.56%
Books and Supplies	1,336,843	422,422	914,421	68.40%
Services & Other	2,841,498	458,190	2,383,308	83.88%
Capital Outlay	160,000	132,077	27,923	17.45%
Other Outgo	0	0	0	N/A
Share of LCER	2,782,956	233,108	2,549,849	91.62%
Total Expense	21,736,332	4,075,108	17,661,224	81.25%
Add (Subtract) to Reserves	17,342	(2,417,736)	2,435,078	
Total Revenue	21,753,674	1,657,371	20,096,303	7.62%
Total Expense	21,736,332	4,075,108	17,661,224	18.75%
Add (Subtract) to Reserves	17,342	-2,417,736	2,435,078	

2026-2027				
Note - Revenue Reported is % of Budgeted Revenue Earned	Current Period			
	Total Budget \$ - Original	Actual thru September	Remaining Budget	Percent Remaining
Revenue		Annual Budgeted Revenue		
Revenue	24,466,438	6,205,214	18,261,224	74.64%
Expense				
Certificated Salaries	9,060,727	1,763,288	7,297,439	80.54%
Classified Salaries	2,512,460	514,390	1,998,070	79.53%
Benefits	4,580,201	861,444	3,718,757	81.19%
Books and Supplies	1,338,764	876,187	462,577	34.55%
Services & Other	2,864,133	874,825	1,989,308	69.46%
Capital Outlay	211,058	191,823	19,235	9.11%
Other Outgo	0	0	0	N/A
Share of LCER	2,974,394	743,599	2,230,796	75.00%
Total Expense	23,541,737	5,825,556	17,716,181	75.25%
Add (Subtract) to Reserves	924,701	379,657	545,044	
Total Revenue	24,466,438	6,205,214	18,261,224	25.36%
Total Expense	23,541,737	5,825,556	17,716,181	24.75%
Add (Subtract) to Reserves	924,701	379,657	545,044	

NSLA - Budget Comparison 2025/26 to 2026/27

2025-2026

Note - Revenue Reported is % of Budgeted Revenue Earned	Current Period			
	Total Budget \$ - Revised	Actual thru September	Remaining Budget	Percent Remaining
Revenue	Annual Budgeted Revenue			
Revenue	25,283,941	1,620,552	23,663,389	93.59%
Expense				
Certificated Salaries	8,445,053	1,525,861	6,919,192	81.93%
Classified Salaries	2,064,970	460,652	1,604,318	77.69%
Benefits	3,886,251	713,540	3,172,711	81.64%
Books and Supplies	1,393,968	389,453	1,004,515	72.06%
Services & Other	6,578,928	1,196,753	5,382,175	81.81%
Capital Outlay	75,000	180,669	(105,669)	-140.89%
Other Outgo	0	0	0	N/A
Share of LCER	2,812,526	703,132	2,109,395	75.00%
Total Expense	25,256,696	5,170,061	20,086,635	79.53%
Add (Subtract) to Reserves	27,245	(3,549,509)	3,576,754	
Total Revenue	25,283,941	1,620,552	23,663,389	6.41%
Total Expense	25,256,696	5,170,061	20,086,635	20.47%
Add (Subtract) to Reserves	27,245	-3,549,509	3,576,754	

2026-2027

Note - Revenue Reported is % of Budgeted Revenue Earned

	Current Period			
	Total Budget \$ -	Actual	Remaining Budget	Percent Remaining
	Original	thru September		
Revenue	Annual Budgeted Revenue			
Revenue	27,098,985	5,974,943	21,124,042	77.95%
Expense				
Certificated Salaries	9,188,144	1,753,589	7,434,555	80.91%
Classified Salaries	2,344,401	496,346	1,848,055	78.83%
Benefits	4,319,340	819,081	3,500,259	81.04%
Books and Supplies	1,246,403	619,768	626,635	50.28%
Services & Other	6,633,071	1,544,001	5,089,070	76.72%
Capital Outlay	175,849	173,897	1,952	1.11%
Other Outgo	0	0	0	N/A
Share of LCER	2,978,786	744,697	2,234,090	75.00%
Total Expense	26,885,994	6,151,378	20,734,616	77.12%
Add (Subtract) to Reserves	212,991	(176,436)	389,427	

Total Revenue	27,098,985	5,974,943	21,124,042	22.05%
Total Expense	26,885,994	6,151,378	20,734,616	22.88%
Add (Subtract) to Reserves	212,991	-176,436	389,427	

LCER - Budget Comparison 2025/26 to 2026/27

2025-2026

Note - Revenue Reported is % of Budgeted Revenue Earned				
	Total Budget \$ - Revised	Current Period Actual thru September	Remaining Budget	Percent Remaining
Revenue	Annual Budgeted Revenue			
Revenue	222,266	10,274	211,992	95.38%
Expense				
Certificated Salaries	948,239	213,191	735,048	77.52%
Classified Salaries	2,456,693	587,811	1,868,882	76.07%
Benefits	1,644,749	376,893	1,267,856	77.09%
Books and Supplies	40,450	6,163	34,287	84.76%
Services & Other	628,821	148,513	480,308	76.38%
Capital Outlay	30,500	30,631	(131)	-0.43%
Other Outgo	0	0	0	N/A
Share of LCER	(5,595,482)	(936,239)	(4,659,243)	
Total Expense	153,970	426,962	(272,992)	-177.30%
Add (Subtract) to Reserves	68,296	(416,688)	484,984	
Total Revenue	222,266	10,274	211,992	4.62%
Total Expense	153,970	426,962	-272,992	277.30%
Add (Subtract) to Reserves	68,296	-416,688	484,984	

2026-2027

Note - Revenue Reported is % of Budgeted Revenue Earned

	Total Budget \$ - Original	Current Period Actual		Remaining Budget	Percent Remaining
		thru September			
Revenue	Annual Budgeted Revenue				
Revenue	190,000	50,521	139,479	73.41%	
Expense					
Certificated Salaries	835,830	216,758	619,072	74.07%	
Classified Salaries	2,789,292	662,343	2,126,949	76.25%	
Benefits	1,732,846	406,730	1,326,116	76.53%	
Books and Supplies	53,498	5,097	48,401	90.47%	
Services & Other	626,115	113,449	512,666	81.88%	
Capital Outlay	31,500	5,073	26,427	83.90%	
Other Outgo	0	0	0	N/A	
Share of LCER	(5,953,180)	(1,488,295)	(4,464,885)	75.00%	
Total Expense	115,901	(78,846)	194,747	168.03%	
Add (Subtract) to Reserves	74,099	129,367	(55,268)		

Total Revenue	190,000	50,521	139,479	26.59%
Total Expense	115,901	-78,846	194,747	-68.03%
Add (Subtract) to Reserves	74,099	129,367	-55,268	

Lewis Center Foundation
(LCF) Lewis Center Foundation, Period Ending 09/30/2026

RECONCILIATION REPORT

Reconciled on: 10/05/2026

Reconciled by: Sam Gonzalez

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

Summary	USD
Statement beginning balance	330,418.92
Checks and payments cleared (5)	-26,794.74
Deposits and other credits cleared (15)	12,855.25
Statement ending balance	316,479.43
Register balance as of 09/30/2026	316,479.43

Details

Checks and payments cleared (5)				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/10/2026	Expense	DI	California Creativity AS	-450.00
08/27/2026	Expense	Aug CC	US Bank	-2,965.03
08/27/2026	Check	0415	The Mitten Building	-18,574.65
09/29/2026	Expense		US Bank	-3,356.15
09/30/2026	Expense		LCER Ambassadors	-1,448.91
Total				-26,794.74

Deposits and other credits cleared (15)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/01/2026	Deposit		Square Transfer	632.80
09/01/2026	Deposit		Paypal Transfer	31.52
09/04/2026	Deposit		Stripe	1,035.00
09/08/2026	Deposit		Paypal Transfer	228.68
09/08/2026	Deposit		Square Transfer	194.65
09/11/2026	Deposit		Stripe	465.74
09/14/2026	Deposit		Square Transfer	5,241.84
09/14/2026	Deposit		Square Transfer	194.50
09/15/2026	Deposit		Paypal Transfer	401.03
09/18/2026	Deposit		Stripe	872.35
09/22/2026	Deposit		Paypal Transfer	400.95
09/23/2026	Deposit			2,340.00
09/25/2026	Deposit		Stripe	48.25
09/29/2026	Deposit		Paypal Transfer	46.55
09/29/2026	Deposit			721.39
Total				12,855.25

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	Present	Present			88%
Amber Hom	Absent	Present	Present	Present	Present	Present	Present	Absent			75%
Dr. Steve Levin	Absent	Present	Present	Present	Present	Present	Present	Absent			75%
Marisol Sanchez	Present	Present	Absent	Present	Present	Present	Present	Present			88%
Lucy Tello	Present	Present	Present	Present	Present	Present	Present	Present			100%
Michael Razo	Absent	Present	Present	Absent	Present	Present	Present	Absent			63%
Pat Schlosser	Present	Absent	Present	Present	Present	Present	Present	Present			88%

	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 10/01/2026

LCER Board Give and Get

Member	Give	Get	In-kind	Total
Yolanda Carlos	\$ 300	\$ -	\$ -	\$ 300
Steven Levin	\$ -	\$ -	\$ -	\$ -
Mike Razo	\$ 250	\$ -	\$ -	\$ 250
Jessica Rodriguez	\$ -	\$ -	\$ -	\$ -
Marisol Sanchez	\$ 2,500	\$ -	\$ 500	\$ 3,000
Pat Schlosser	\$ -	\$ -	\$ -	\$ -
Lucy Tello	\$ -	\$ -	\$ -	\$ -
Amber Hom	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,050	\$ -	\$ 500	\$ 3,550

Lewis Center Foundation Board Give and Get

Member	Give	Get	In-kind	Total
Buck Goodspeed	\$ 1,000	\$ -	\$ -	\$ 1,000
Vianey Gonzalez	\$ -	\$ -	\$ -	\$ -
Ambar Martinez	\$ -	\$ -	\$ 140	\$ 140
Jessica Rodriguez	\$ -	\$ -	\$ -	\$ -
Marisol Sanchez	\$ 2,500	\$ -	\$ 500	\$ 3,000
Sabrina Schneider	\$ 500	\$ -	\$ 140	\$ -
Total	\$ 4,000	\$ -	\$ 780	\$ 4,780

Charter School Certification - July 1, 2025 to June 30, 2026

County: San Bernardino

Charter Number: 0127

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:

Name:
Wendryn Barnhart
Title:
Fiscal Support Analyst
Telephone:
(909) 386-9679
Email address:
Wendryn.Barnhart@sbcss.net

For Approving Entity:

Name:
Cindy Kunkel
Title:
Director, Fiscal Services
Telephone:
(760) 247-8001
Email address:
Cindy_Kunkel@avusd.org

For Charter School:

Name:
David Gruber
Title:
Chief Business Officer
Telephone:
(760) 946-5414
Email address:
Dgruber@lcer.org

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Charter School Official:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): 09/09/2026

Printed Name: David Gruber

Title: Chief Business Officer

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): 09/09/2026

Printed Name: Cindy Kunkel

Title: Director, Fiscal Services

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** *This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).*

County Superintendent/Designee:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): 09/15/2026

Alternative Form - July 1, 2025 to June 30, 2026

County: San Bernardino

Charter Number: 0127

This charter school uses the following basis of accounting: (Select one)

(X) (Selected) Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)

() (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	9,119,645.00	-	9,119,645.00
Education Protection Account State Aid - Current Year	8012	6,859,517.00	-	6,859,517.00
State Aid - Prior Years	8019	2,214,638.15	-	2,214,638.15
Transfers to Charter Schools in Lieu of Property Taxes	8096	2,038,170.00	-	2,038,170.00
Other LCFF Transfers	8091, 8097	(849,282.51)	849,282.51	0.00
Total, LCFF Sources		19,382,687.64	849,282.51	20,231,970.15
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	310,278.00	310,278.00
Special Education - Federal	8181, 8182	-	229,978.00	229,978.00
Child Nutrition - Federal	8220	-	427,896.14	427,896.14
Donated Food Commodities	8221	-	0.00	0.00
Other Federal Revenues	8110, 8260–8299	121,091.63	0.00	121,091.63
Total, Federal Revenues		121,091.63	968,152.14	1,089,243.77
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	1,172,772.80	1,172,772.80
All Other (AO) State Revenues	StateRevAO	314,791.23	1,673,778.81	1,988,570.04
Total, Other State Revenues		314,791.23	2,846,551.61	3,161,342.84
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	306,521.90	57,621.64	364,143.54
Total, Local Revenues		306,521.90	57,621.64	364,143.54
5. Total Revenues		20,125,092.40	4,721,607.90	24,846,700.30
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	5,723,560.54	997,415.25	6,720,975.79
Certificated Pupil Support Salaries	1200	325,532.51	112,763.19	438,295.70

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	480,615.27	0.00	480,615.27
Other Certificated Salaries	1900	186,983.78	343,205.45	530,189.23
Total, Certificated Salaries		6,716,692.10	1,453,383.89	8,170,075.99
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	330,727.73	528,291.79	859,019.52
Noncertificated Support Salaries	2200	85,274.63	144,221.20	229,495.83
Noncertificated Supervisors' and Administrators' Salaries	2300	114,364.97	0.00	114,364.97
Clerical, Technical and Office Salaries	2400	454,966.53	0.00	454,966.53
Other Noncertificated Salaries	2900	642,228.70	42,599.39	684,828.09
Total, Noncertificated Salaries		1,627,562.56	715,112.38	2,342,674.94
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	1,140,514.56	237,608.98	1,378,123.54
Public Employees' Retirement System (PERS)	3201–3202	537,196.32	184,437.62	721,633.94
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	240,918.83	79,418.27	320,337.10
Health and Welfare Benefits	3401–3402	1,264,720.46	166,445.49	1,431,165.95
Unemployment Insurance	3501–3502	4,125.74	1,081.05	5,206.79
Workers' Compensation Insurance	3601–3602	82,785.73	21,386.02	104,171.75
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702	0.00	0.00	0.00
OPEB, Active Employees	3751–3752	0.00	0.00	0.00
Other Employee Benefits	3901–3902	0.00	0.00	0.00
Total, Employee Benefits		3,270,261.64	690,377.43	3,960,639.07
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	0.00	273,995.28	273,995.28
Books and Other Reference Materials	4200	9,897.54	1,474.70	11,372.24
Materials and Supplies	4300	312,240.29	126,814.75	439,055.04
Noncapitalized Equipment	4400	56,575.58	26,960.92	83,536.50
Food	4700	2,193.75	910,901.46	913,095.21
Total, Books and Supplies		380,907.16	1,340,147.11	1,721,054.27
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	0.00	231,490.00	231,490.00
Travel and Conferences	5200	12,422.72	110,747.36	123,170.08
Dues and Memberships	5300	22,449.46	423.50	22,872.96
Insurance	5400	184,851.40	0.00	184,851.40
Operations and Housekeeping Services	5500	566,722.88	11,787.85	578,510.73
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	169,790.15	0.00	169,790.15
Transfers of Direct Costs	5700–5799	0.00	0.00	0.00

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	2,565,997.39	499,276.40	3,065,273.79
Communications	5900	53,688.66	140.01	53,828.67
Total, Services and Other Operating Expenditures		3,575,922.66	853,865.12	4,429,787.78
6. Capital Outlay (Objects 6100-6170, 6200-6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100-6170	-	-	0.00
Buildings and Improvements of Buildings	6200	-	-	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	0.00
Equipment	6400	-	-	0.00
Equipment Replacement	6500	-	-	0.00
Lease Assets	6600	-	-	0.00
Subscription Assets	6700	-	-	0.00
Depreciation Expense (Accrual basis only)	6900	162,921.94	0.00	162,921.94
Amortization Expense - Lease Assets (Accrual basis only)	6910	264,423.53	0.00	264,423.53
Amortization Expense - Subscription Assets (Accrual basis only)	6920	0.00	0.00	0.00
Total, Capital Outlay		427,345.47	0.00	427,345.47
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110-7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211-7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Special Education	7221-7223SE	-	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00
All Other Transfers	7281-7299	318,057.29	141,250.95	459,308.24
Transfers of Indirect Costs	7300-7399	(82,323.09)	82,323.09	0.00
Debt Service:	-	-	-	-
Interest	7438	444,194.00	0.00	444,194.00
Principal (For modified accrual basis only)	7439	-	-	0.00
Total Debt Service		444,194.00	0.00	444,194.00
Total, Other Outgo		679,928.20	223,574.04	903,502.24
8. Total Expenditures		16,678,619.79	5,276,459.97	21,955,079.76
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		3,446,472.61	(554,852.07)	2,891,620.54
D. Other Financing Sources/Uses				
1. Other Sources	8930-8979	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		0.00	0.00	0.00
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		3,446,472.61	(554,852.07)	2,891,620.54
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	11,894,883.42	2,846,259.09	14,741,142.51
b. Adjustments/Restatements	9793, 9795	(65,969.10)	0.00	(65,969.10)
c. Adjusted Beginning Fund Balance/Net Position		11,828,914.32	2,846,259.09	14,675,173.41
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		15,275,386.93	2,291,407.02	17,566,793.95
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	0.00
2. Stores (equals Object 9320)	9712	-	-	0.00
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	0.00
4. All Others	9719	-	-	0.00
b. Restricted	9740	-	-	0.00
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	0.00
2. Other Commitments	9760	-	-	0.00
d. Assigned	9780	-	-	0.00
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	0.00
2. Unassigned/Unappropriated Amount	9790M	-	-	0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796	162,518.23	0.00	162,518.23
b. Restricted Net Position	9797	-	2,291,407.02	2,291,407.02
c. Unrestricted Net Position	9790A	15,112,868.70	0.00	15,112,868.70
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110	0.00	0.00	0.00
b. Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00
c. In Banks	9120	8,456,366.46	1,901,318.47	10,357,684.93
d. In Revolving Fund	9130	0.00	0.00	0.00
e. With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
f. Collections Awaiting Deposit	9140	0.00	0.00	0.00
2. Investments	9150	0.00	0.00	0.00
3. Accounts Receivable	9200	4,451,150.99	745,176.17	5,196,327.16

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290	0.00	0.00	0.00
5. Stores	9320	0.00	0.00	0.00
6. Prepaid Expenditures (Expenses)	9330	145,807.79	5,493.38	151,301.17
7. Other Current Assets	9340	0.00	0.00	0.00
8. Lease Receivable	9380	0.00	0.00	0.00
9. Capital Assets (accrual basis only)	9400-9489	11,177,147.37	0.00	11,177,147.37
10. Total, Assets		24,230,472.61	2,651,988.02	26,882,460.63
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490	0.00	0.00	0.00
2. Total, Deferred Outflows		0.00	0.00	0.00
I. Liabilities				
1. Accounts Payable	9500	271,380.68	29,681.00	301,061.68
2. Due to Grantor Governments	9590	0.00	330,900.00	330,900.00
3. Current Loans	9640	0.00	0.00	0.00
4. Unearned Revenue	9650	0.00	0.00	0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	8,683,705.00	0.00	8,683,705.00
6. Total, Liabilities		8,955,085.68	360,581.00	9,315,666.68
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690	0.00	0.00	0.00
2. Total, Deferred Inflows		0.00	0.00	0.00
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		15,275,386.93	2,291,407.02	17,566,793.95

**L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement -
July 1, 2025 to June 30, 2026**

County: San Bernardino

Charter Number: 0127

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay (\$)	Debt Service (\$)	Total
a. None			0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
Total Federal Revenues Used for Capital Outlay and Debt Service	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount (\$) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		0.00

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount (\$)
a.		
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount (\$)
a. Total Expenditures (B8)	21,955,079.76
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	1,089,243.77
c. Subtotal of State & Local Expenditures [a minus b]	20,865,835.99
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	607,115.94
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	20,258,720.05

ALT - Charter School Unaudited Actuals Financial Report — Alternative Form

July 1, 2025 to June 30, 2026

Local Educational Agency (LEA): Norton Science and Language Academy

Charter Number: 0903

County: San Bernardino

Oversight Entity: San Bernardino County Office of Education

Fiscal Year and Reporting Period: 2025–26 Unaudited Actuals

County District School (CDS) Number: 36 10363 0115808

Dataset Submission Number: G8AYDC4X4Z (2025–26)

California Department of Education (CDE)

Standardized Account Code Structure (SACS) Web Financial Reporting System,
System Version SACS V16

Form ALT, Form Version 11 (FV11)

Printed: 10/02/2026 10:15 AM

Note: In this document, non-shaded cells within tables that contain a dash ('-') represent instances where no data is displayed. Cells within tables that contain a dash ('-') and are shaded gray represent instances where the system does not allow data entry. Individuals experiencing difficulties with this document can contact the Financial Accountability & Information Services Office of the School Fiscal Services Division at sacsweb@cde.ca.gov.

Charter School Certification - July 1, 2025 to June 30, 2026

County: San Bernardino

Charter Number: 0903

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Wendryn Barnhart	Name: Heather Kinney	Name: David Grubwr
Title: Fiscal Support Analyst	Title: Project Manager	Title: Chief Business Officer
Telephone: (909) 386-9679	Telephone: (909) 388-5732	Telephone: (760) 946-5414
Email address: Wendryn.Barnhart@sbcss.net	Email address: Heather.Kinney@sbcss.net	Email address: Dgruber@lcer.org

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Charter School Official:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): 09/11/2026

Printed Name: David Gruber

Title: Chief Business Officer

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): 09/28/2026

Printed Name: Heather Kinney

Title: Project Manager

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** *This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).*

County Superintendent/Designee:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): 09/30/2026

Alternative Form - July 1, 2025 to June 30, 2026

County: San Bernardino

Charter Number: 0903

This charter school uses the following basis of accounting: (Select one)

(X) (Selected) Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)

() (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	12,808,204.00	-	12,808,204.00
Education Protection Account State Aid - Current Year	8012	5,331,539.00	-	5,331,539.00
State Aid - Prior Years	8019	874,518.00	-	874,518.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	5,829.00	-	5,829.00
Other LCFF Transfers	8091, 8097	(1,039,602.70)	1,039,602.70	0.00
Total, LCFF Sources		17,980,487.30	1,039,602.70	19,020,090.00
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	1,228,918.00	1,228,918.00
Special Education - Federal	8181, 8182	-	230,828.00	230,828.00
Child Nutrition - Federal	8220	-	729,677.48	729,677.48
Donated Food Commodities	8221	-	0.00	0.00
Other Federal Revenues	8110, 8260–8299	0.00	0.00	0.00
Total, Federal Revenues		0.00	2,189,423.48	2,189,423.48
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	788,389.84	788,389.84
All Other (AO) State Revenues	StateRevAO	1,597,199.32	2,655,055.21	4,252,254.53
Total, Other State Revenues		1,597,199.32	3,443,445.05	5,040,644.37
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	206,902.34	24,428.29	231,330.63
Total, Local Revenues		206,902.34	24,428.29	231,330.63
5. Total Revenues		19,784,588.96	6,696,899.52	26,481,488.48
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	5,861,524.89	1,152,830.98	7,014,355.87
Certificated Pupil Support Salaries	1200	193,668.83	1,785.81	195,454.64

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	557,644.76	8,373.31	566,018.07
Other Certificated Salaries	1900	0.00	352,312.57	352,312.57
Total, Certificated Salaries		6,612,838.48	1,515,302.67	8,128,141.15
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	313,649.57	531,501.51	845,151.08
Noncertificated Support Salaries	2200	437,416.83	163,740.29	601,157.12
Noncertificated Supervisors' and Administrators' Salaries	2300	76,733.00	2,042.57	78,775.57
Clerical, Technical and Office Salaries	2400	335,646.30	28,182.20	363,828.50
Other Noncertificated Salaries	2900	181,922.45	19,423.49	201,345.94
Total, Noncertificated Salaries		1,345,368.15	744,890.06	2,090,258.21
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	1,064,994.00	224,628.01	1,289,622.01
Public Employees' Retirement System (PERS)	3201–3202	555,580.24	224,109.16	779,689.40
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	242,120.26	90,322.97	332,443.23
Health and Welfare Benefits	3401–3402	990,046.02	222,568.38	1,212,614.40
Unemployment Insurance	3501–3502	3,967.67	1,123.98	5,091.65
Workers' Compensation Insurance	3601–3602	79,002.73	22,442.07	101,444.80
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702	0.00	0.00	0.00
OPEB, Active Employees	3751–3752	0.00	0.00	0.00
Other Employee Benefits	3901–3902	0.00	0.00	0.00
Total, Employee Benefits		2,935,710.92	785,194.57	3,720,905.49
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	0.00	410,041.87	410,041.87
Books and Other Reference Materials	4200	3,814.79	7,470.23	11,285.02
Materials and Supplies	4300	192,756.72	226,170.97	418,927.69
Noncapitalized Equipment	4400	38,952.64	36,154.42	75,107.06
Food	4700	156.00	768,580.53	768,736.53
Total, Books and Supplies		235,680.15	1,448,418.02	1,684,098.17
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	0.00	1,331,581.27	1,331,581.27
Travel and Conferences	5200	4,205.25	146,463.65	150,668.90
Dues and Memberships	5300	23,004.61	9,567.48	32,572.09
Insurance	5400	199,971.83	0.00	199,971.83
Operations and Housekeeping Services	5500	236,737.91	21,199.28	257,937.19
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	232,050.68	0.00	232,050.68
Transfers of Direct Costs	5700–5799	0.00	0.00	0.00

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	2,729,924.30	504,475.92	3,234,400.22
Communications	5900	47,493.85	4,800.17	52,294.02
Total, Services and Other Operating Expenditures		3,473,388.43	2,018,087.77	5,491,476.20
6. Capital Outlay (Objects 6100-6170, 6200-6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100-6170	-	-	0.00
Buildings and Improvements of Buildings	6200	-	-	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	0.00
Equipment	6400	-	-	0.00
Equipment Replacement	6500	-	-	0.00
Lease Assets	6600	-	-	0.00
Subscription Assets	6700	-	-	0.00
Depreciation Expense (Accrual basis only)	6900	84,591.68	0.00	84,591.68
Amortization Expense - Lease Assets (Accrual basis only)	6910	1,215,424.72	0.00	1,215,424.72
Amortization Expense - Subscription Assets (Accrual basis only)	6920	0.00	0.00	0.00
Total, Capital Outlay		1,300,016.40	0.00	1,300,016.40
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110-7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211-7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Special Education	7221-7223SE	-	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00
All Other Transfers	7281-7299	229,321.51	141,250.95	370,572.46
Transfers of Indirect Costs	7300-7399	(160,992.73)	160,992.73	0.00
Debt Service:	-	-	-	-
Interest	7438	2,716,670.96	0.00	2,716,670.96
Principal (For modified accrual basis only)	7439	-	-	0.00
Total Debt Service		2,716,670.96	0.00	2,716,670.96
Total, Other Outgo		2,784,999.74	302,243.68	3,087,243.42
8. Total Expenditures		18,688,002.27	6,814,136.77	25,502,139.04
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		1,096,586.69	(117,237.25)	979,349.44
D. Other Financing Sources/Uses				
1. Other Sources	8930-8979	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		0.00	0.00	0.00
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		1,096,586.69	(117,237.25)	979,349.44
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	7,650,504.58	1,601,202.56	9,251,707.14
b. Adjustments/Restatements	9793, 9795	(12,871.37)	(12,981.00)	(25,852.37)
c. Adjusted Beginning Fund Balance/Net Position		7,637,633.21	1,588,221.56	9,225,854.77
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		8,734,219.90	1,470,984.31	10,205,204.21
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	0.00
2. Stores (equals Object 9320)	9712	-	-	0.00
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	0.00
4. All Others	9719	-	-	0.00
b. Restricted	9740	-	-	0.00
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	0.00
2. Other Commitments	9760	-	-	0.00
d. Assigned	9780	-	-	0.00
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	0.00
2. Unassigned/Unappropriated Amount	9790M	-	-	0.00
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	0.00	0.00	0.00
b. Restricted Net Position	9797	-	1,470,984.31	1,470,984.31
c. Unrestricted Net Position	9790A	8,734,219.90	0.00	8,734,219.90
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110	0.00	0.00	0.00
b. Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00
c. In Banks	9120	9,726,271.87	544,557.06	10,270,828.93
d. In Revolving Fund	9130	0.00	0.00	0.00
e. With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
f. Collections Awaiting Deposit	9140	0.00	0.00	0.00
2. Investments	9150	0.00	0.00	0.00
3. Accounts Receivable	9200	3,619,037.90	1,149,959.25	4,768,997.15

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290	0.00	0.00	0.00
5. Stores	9320	0.00	0.00	0.00
6. Prepaid Expenditures (Expenses)	9330	100,468.89	0.00	100,468.89
7. Other Current Assets	9340		0.00	0.00
8. Lease Receivable	9380	0.00	0.00	0.00
9. Capital Assets (accrual basis only)	9400–9489	40,803,617.25	0.00	40,803,617.25
10. Total, Assets		54,249,395.91	1,694,516.31	55,943,912.22
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490	0.00	0.00	0.00
2. Total, Deferred Outflows		0.00	0.00	0.00
I. Liabilities				
1. Accounts Payable	9500	396,471.13	0.00	396,471.13
2. Due to Grantor Governments	9590	0.00	223,532.00	223,532.00
3. Current Loans	9640	0.00	0.00	0.00
4. Unearned Revenue	9650	0.00	0.00	0.00
5. Long-Term Liabilities (accrual basis only)	9660–9669	45,118,704.88	0.00	45,118,704.88
6. Total, Liabilities		45,515,176.01	223,532.00	45,738,708.01
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690	0.00	0.00	0.00
2. Total, Deferred Inflows		0.00	0.00	0.00
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		8,734,219.90	1,470,984.31	10,205,204.21

**L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement -
July 1, 2025 to June 30, 2026**

County: San Bernardino

Charter Number: 0903

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay (\$)	Debt Service (\$)	Total
a. None			0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
Total Federal Revenues Used for Capital Outlay and Debt Service	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount (\$) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		0.00

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount (\$)
a.	None	
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount (\$)
a. Total Expenditures (B8)	25,502,139.04
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	2,189,423.48
c. Subtotal of State & Local Expenditures [a minus b]	23,312,715.56
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	2,801,262.64
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	20,511,452.92

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

Date of meeting: October 19, 2026

Title:

Proposed Revisions to LCER Board Policy 3516- Emergencies and Disaster Preparedness Plan

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

Background: As part of the regular revision process, it is proposed that the LCER Board approve updates to this policy. BP 3516 has not been revised since it was adopted in 2003.

The recommended updates modernize BP 3516 and align it with current emergency-planning requirements under AB 1747, including the integration of emergency procedures into each school's Comprehensive School Safety Plan.

Fiscal Implications (if any): N/A

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

N/A

Recommendation:

Approve the updates as presented for BP 3516 or give directions on revisions to be presented for a second reading.

Submitted by:

Lisa Lamb, President/CEO

Lewis Center for Educational Research

BP 3516: BUSINESS AND NONINSTRUCTIONAL OPERATIONS EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Adopted: June 5, 2003

Revised: October 19, 2026

~~In order to save lives and protect property, all LCER staff and students must be prepared to respond quickly and responsibly to emergencies, disasters and events which threaten to result in a disaster. The Board of Directors recognizes that all LCER staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. LCER shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on students, staff, schools, and operations.~~

~~The CEO or designee shall develop and maintain a disaster preparedness plan which details provisions for handling all foreseeable emergencies and disasters. The CEO or designee may appoint a committee to regularly review the disaster preparedness plan and recommend changes. The President/CEO or designee shall develop and maintain an Emergency Operations Plan that contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973. Applicable procedures shall be incorporated into each school's Comprehensive School Safety Plan. (Education Code 32282)~~

~~The principal or designee shall augment the LCER plan with working plans and procedures specific to each school. He/she shall present a copy of these site plans and procedures to the CEO. The President/CEO or designee shall ensure that the emergency and disaster procedures within each school's Comprehensive School Safety Plan are reviewed and updated annually and include site-specific procedures.~~

~~LCER and site plans shall address at least the following situations:~~

- ~~1. Fire on or off school grounds which endangers students~~
- ~~2. Natural or man-made disasters~~
- ~~3. Bomb threat or actual detonation~~
- ~~4. Attack or disturbance by individuals or groups~~

~~The CEO or designee should ensure that the plan includes:~~

- ~~1. Procedures for personal safety and security~~
- ~~2. Ways to ensure smooth administrative control of operations during a crisis~~
- ~~3. Procedures to establish a clear, effective communications system~~
- ~~4. Guidelines for law enforcement involvement, including specific steps for law enforcement intervention depending upon the intensity of the crisis~~

In developing and updating the Emergency Operations Plan, the President/CEO or designee shall involve LCER staff at appropriate levels, including administrators, security and safety personnel, facilities and transportation staff, food services personnel, school psychologists, counselors, school health personnel, teachers, classified employees, and public information personnel. As appropriate, the President/CEO or designee shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, students, and other community partners.

The CEO or designee shall use state-approved Standard Emergency Management System guidelines when updating LCER emergency and disaster preparedness plans. The Emergency Operations Plan and related site procedures shall comply with the state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System (NIMS).

The CEO or designee shall consult with city and/or county agencies so that LCER and site plans may provide the best possible way of handling each situation and also provide for emergency communications systems between these agencies and the LCER.

The CEO or designee may provide a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety.

Disaster preparedness exercises shall be held regularly at each school site and shall demonstrate how safety procedures may be applied to various types of emergencies. All students and employees shall receive instruction regarding emergency plans. The President/CEO or designee shall provide employees with training regarding their emergency responsibilities, including periodic drills and exercises to test and refine staff responsiveness. Students shall receive age-appropriate instruction and participate in emergency drills as required by law and the applicable school safety plan.

The Board encourages all employees to become proficient in first aid and cardiopulmonary resuscitation (CPR). The CEO or designee shall ascertain that at least one staff member at each school holds a valid certificate in these areas. The CEO or designee shall provide for CPR inservice training to be offered at least once a year for LCER staff.

The Board shall make school buildings, grounds, and equipment available to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting public health and welfare, when such use is feasible and consistent with student and staff safety and LCER operational needs. LCER shall cooperate with such agencies in furnishing and maintaining services the Board or its designee determines necessary to meet community needs. (Education Code 32282) LCER employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

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

Date of meeting: October 19, 2026

Title:

BP and AR 9150- Student Board Members

Presentation: **Consent:** **Action:** x **Discussion:** X **Information:**

Background:

The LCER Board has discussed adding student board members to increase student voice and perspective in governance decisions. The follow board policy and administrative regulation drafts have been created by Lisa Lamb with input from the Executive Team.

Fiscal Implications (if any):

N/A

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

Having students involved in decision making at the board level will further LCER's mission:

The mission of the Lewis Center for Educational Research is to ensure student success in a global society through data driven and research-based schools and programs that are safe, innovative and culturally inclusive.

Specifically, the vision for student board members is to create a direct pipeline from the student body to the board in order to ensure that the decisions made promote a safe, innovative and culturally inclusive environment from their perspective.

Recommendation:

Approve the drafts as presented or make suggestions or give direction for revisions.

Submitted by:

Lisa Lamb, President/CEO

Lewis Center for Educational Research

BP 9150: BYLAWS STUDENT BOARD MEMBERS

Adopted: October 19, 2026

Revised:

STUDENT BOARD MEMBERS

- In order to enhance communication and collaboration between the LCER Board of Directors (“Board”) and the student body and to teach students the importance of civic involvement, the Board supports the participation of high school students in governance.

- The Board believes that engaging the student body and seeking its input and feedback regarding LCER’s educational programs and activities are vital to achieving LCER’s mission to “ensure student success in a global society through data driven and research-based schools and programs that are safe, innovative and culturally inclusive.”

- To enhance communication between the Board and the student body and to encourage student involvement in LCER governance, the Board will include at least one student Board member from each of its schools to be selected in accordance with procedures approved by the Board.

- Student Board members shall not be liable for any acts of the Board.

Choosing Student Board Members

- A student Board member shall be a student enrolled in an LCER high school and chosen in accordance with AR 9150.

- The term of student Board member(s) shall be one year, commencing on July 1. However, the Board may adjust the term of a student Board member by vote of the Board.

Role and Responsibilities of Student Board Members

- A student Board member shall not be counted in determining the vote required to carry any item before the Board or whether a quorum is in attendance at a Board meeting.

- Student Board member(s) shall have the right to attend all Board meetings except closed or Executive Committee sessions.

- All materials presented to Board members, except those related to closed sessions, shall be presented to student Board members at the same time they are presented to other Board members.

- A student Board member shall be seated with other members of the Board. In addition, a student Board member shall be recognized at Board meetings as a full member and may participate in asking questions and discussing issues.

- A student Board member may cast preferential votes on all matters except those subject to closed session discussion. Preferential voting means a formal expression of opinion that is recorded in the minutes and shall be cast prior to the official Board vote and shall not affect the final numerical outcome of a vote.

- Student Board member(s) may make motions that may be acted upon by the Board.

Student Board members shall be appointed to committees of the Board in the same manner as other Board members, be made aware of the time commitment required to participate in committee meetings and work and have the right to decline an appointment. The availability of all committee members, including the availability of student Board members, may be considered when scheduling committee meetings.

Student Board members shall be invited to attend functions of the Board, such as forums, meetings with students and parents/guardians, and other general assemblies.

Student Board members shall not be considered members of a legislative body for purposes of the Brown Act.

Student Board Member Development

- As necessary, the President/CEO or designee shall provide learning opportunities to student Board members, through venues such as trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of leadership skills and their Board responsibilities.

- The President/CEO or designee may provide an orientation for student Board member candidates to give them an understanding of the responsibilities and expectations of Board service. Once chosen or appointed, incoming student Board members shall be properly onboarded to build knowledge of LCER and an understanding of the responsibilities and expectations of the position.

Elimination of Position

- Once established, the student Board member position shall continue to exist until the Board, by majority vote of all voting Board members, approves a motion to eliminate the position. Such a motion shall be listed as a public agenda item for a Board meeting prior to the motion being voted upon.

Lewis Center for Educational Research

AR 9150: BYLAWS STUDENT BOARD MEMBERS

Adopted: October 19, 2026

Revised:

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) values meaningful student voice and recognizes the importance of providing students opportunities to participate in organizational leadership and governance. Student representatives to the LCER Board of Directors provide the Board with student perspectives while developing their own understanding of governance, civic leadership, and organizational decision-making.

Student Representation

LCER shall seek to include one student representative from each LCER high school:

- Academy for Academic Excellence (AAE)
- Norton Science and Language Academy (NSLA)

Student representatives shall serve the interests of the entire LCER TK–12 student community while also providing insight into the experiences of students at their respective schools.

Eligibility

Applicants must:

1. Be enrolled as an LCER high school student for the entirety of the anticipated term of service.
2. Be a member of the Ambassador Program, Associated Student Body, or a cadet.
3. Be in good academic standing, with a minimum cumulative GPA of 3.5.
4. Demonstrate outstanding attendance, citizenship, and behavior.
5. Demonstrate leadership experience and the character necessary to participate in a public governance setting.
6. Be able to attend regularly scheduled LCER Board meetings and other required activities.
7. Demonstrate an ability and willingness to represent perspectives beyond their own individual experience.
8. Commit to communicating regularly with students regarding the work of the LCER Board.

Application Process

Eligible students interested in serving shall submit an application established by the President/CEO or designee.

The application may include:

- Academic information, including GPA
- Attendance and citizenship information
- School and community leadership experience
- Extracurricular activities and service
- Responses describing the applicant's interest in Board service

- Reflection on how previous leadership experiences have prepared the applicant for the role
- A plan for gathering student perspectives from across the LCER TK–12 community
- A plan for communicating relevant Board information back to students
- Student and parent/guardian acknowledgment of the responsibilities and time commitment associated with the position
- Applicants may also be asked to provide a staff or advisor recommendation.

Screening of Applicants

The President/CEO and Principals shall review applications to verify that applicants meet established eligibility requirements. Qualified applicants shall advance to the student selection process. The purpose of administrative screening is to determine eligibility and readiness for service and shall not replace the role of students in selecting their representative.

Candidate Preparation

Prior to selection, qualified candidates shall receive an orientation regarding the responsibilities of the position, including:

- The role of the LCER Board of Directors
- Governance versus management
- Expectations for attendance and preparation
- Brown Act/Public meeting protocols
- Appropriate handling of Board information
- The responsibility to represent the broader student body
- Expectations for communicating with students and gathering student input

Candidates may be asked to provide a brief written statement or presentation describing their qualifications, interest in serving, and approach to representing students.

Selection

The selection process shall provide students a meaningful role in choosing their student representatives. Each LCER high school shall establish a fair and accessible process through which high school students may consider qualified candidates and select their school's student representative.

The President/CEO or designee, in consultation with the school principal and student leadership advisors, shall establish annual election procedures, including:

- Candidate information and campaigning guidelines
- Voting procedure
- Election timeline
- Voter eligibility
- Procedures for resolving a tie
- Verification and announcement of results

Term of Service

Student representatives shall normally serve a one-year term. Whenever practicable, selection shall occur prior to the end of the preceding school year to allow time for orientation and transition. A student representative may serve an additional term if the student continues to meet eligibility requirements.

Responsibilities of Student Representatives

Student representatives are expected to:

1. Attend and actively participate in LCER Board meetings for which student participation is appropriate.
2. Review open-session Board materials in advance of meetings.
3. Participate thoughtfully in discussions and provide student perspectives when appropriate.
4. Seek input from students at their school and throughout the LCER TK–12 community.
5. Develop regular methods for communicating relevant Board information back to students.
6. Maintain appropriate confidentiality.
7. Model professionalism, integrity, respectful communication, and responsible leadership.
8. Participate in orientation, training, and periodic meetings with the President/CEO or designee.

Communication with the TK–12 Student Body

Student representatives shall serve as a communication bridge between LCER students and the Board of Directors. With support from school administration and student leadership advisors, representatives should develop age-appropriate opportunities to:

- Gather student perspectives and concerns;
- Learn about the experiences of students across grade levels and campuses;
- Share information about significant open-session Board discussions and actions; and
- Increase student understanding of LCER governance and decision-making.

Communication shall respect student privacy, confidentiality requirements, and the distinction between information appropriate for public communication and matters reserved to the Board or administration.

Vacancies

If a student representative resigns, becomes ineligible, is unable to fulfill the responsibilities of the position, or otherwise vacates the position, the President/CEO or designee shall implement a replacement process. When feasible, the next eligible candidate from the selection process may be considered, or a new selection process may be conducted.

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

Date of meeting: October 19, 2026

Title:

Second Read- Revisions to LCER Administrative Regulation 5141.52- Suicide Prevention

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

Background: This is a follow up from the September 21 Board Meeting. The Board suggested that the individual staff and student names be removed from the policy.

Student identification card requirements were updated to specify applicable grade levels (6–12) and to align the required information with California Education Code § 215.5.

These edits have been completed on the attached draft.

Fiscal Implications (if any): N/A

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

N/A

Recommendation:

Approve the revised draft of AR 5141.52.

Submitted by:

Lisa Lamb, President/CEO

Toni Preciado, Director of Student Services

Lewis Center for Educational Research

AR 5141.52: STUDENTS SUICIDE PREVENTION

Adopted: December 10, 2018

**Revised: ~~September 21, 2026~~
October 19, 2026**

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) recognizes that suicide prevention is most effective when students, staff, parents, and community members have adequate information about prevention.

In compliance with Education Code section 215, the below has been developed in consultation with LCER and community stakeholders, LCER employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating LCER’s strategies for suicide prevention and intervention. LCER will work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, LCER shall appoint an individual (or team) to serve as the suicide prevention point of contact for LCER. The suicide prevention point of contact for LCER and the President/CEO or designee shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Suicide Prevention Crisis Team

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, LCER created an in-house Suicide Prevention Crisis Team (“SPCT”) consisting of administrators, mental health professionals, relevant staff, parents, and middle and high school students. The SPCT includes the following individuals:

Academy for Academic Excellence:

1. Social Emotional Counselor, (760) 946-5414 - primary suicide liaison
2. School Psychologist, (760) 946-5414 - secondary suicide liaison
3. Coordinator of Student Support Services
4. Director of Student Support Services

To ensure the SPCT reflects the student body’s perspective, LCER has designated the following volunteer student representatives to provide consultative insights:

1. AAE Ambassador, Student Representative

Norton Science and Language Academy:

1. Social Emotional Counselor, (909) 386-2300 - primary suicide liaison
2. School Psychologist, (909)386-2300 - secondary suicide liaison
3. Coordinator of Student Support Services
4. Director of Student Support Services

To ensure the SPCT reflects the student body's perspective, LCER has designated the following volunteer student representatives to provide consultative insights:

1. NSLA Ambassador, Student Representative

The functions of the SPCT are to:

- Review mental health related school policies and procedures;
- Provide annual updates on school data and trends;
- Review and revise school prevention policies;
- Review and select general and specialized mental health and suicide prevention training;
- Review and oversee staff, parent/guardian, and student trainings;
- Ensuring the suicide prevention policy, protocols, and resources are posted on the school website;
- Ensure compliance with Education Code section 215;
- Collaborate with community mental health organizations;
- Identify resources and agencies that provide evidence-based or evidence-informed treatment;
- Help inform and build skills among law enforcement and other relevant partners; and
- Collaborate to build community response.

Employee Qualifications and Scope of Services

Employees of LCER must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Suicide Awareness and Prevention Training for School Staff

LCER, along with its partners, has carefully reviewed available staff training to ensure the curriculum is evidence-based, evidence-informed, aligned with best practices in suicide prevention, and promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training and professional development shall be provided for all school staff members (certificated and classified) and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool program staff).

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals,

such as psychologists, social workers, or nurses) who have received advanced training specific to suicide prevention. Charter School has collaborated with [Department of Behavioral Health and Community Crisis Response Team, San Bernardino County] to review the training materials and content to ensure it is evidence-based, evidence-informed, and aligned with best practices.

2. Staff training is reviewed and adjusted annually based on previous professional development activities, emerging best practices, and feedback.
3. LCER shall ensure that training is available for new hires during the school year.
4. At least annually, all staff shall receive training on prevention and protective factors such as the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
5. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk and protective factors and warning signs, prevention, intervention, referral, and postvention). Core components of the general suicide prevention training shall include:
 - a. How to identify youth who may be at risk for suicide including suicide risk factors, warning signs, and protective factors.
 - b. Appropriate ways to approach, interact, and respond to a youth who is demonstrating emotional distress or having thoughts of suicide including skill building to ask directly about suicide thoughts.
 - c. LCER-approved procedures for responding to suicide risk (including programs and services in a Multi-tiered System of Support (MTSS) and referral protocols). Such procedures will emphasize the student should be under constant supervision and immediately referred for a suicide risk assessment.
 - d. LCER-approved procedures identifying the role educators, school staff, and volunteers play in supporting youth and staff after a suicide or suicide death or attempt (postvention).
6. **In addition to** core components of suicide prevention, ongoing annual staff professional development for all staff shall include the following components:
 - a. The impact of traumatic stress on emotional and mental health.
 - b. Common misconceptions about suicide.
 - c. LCER and community mental health and suicide prevention resources.
 - d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines).
 - e. Ways to identify youth who may be at risk of suicide including suicide warning signs, risk, and protective factors.
 - f. Appropriate ways to approach, interact, and respond to a youth who is demonstrating emotional distress or is having thoughts of suicide. Specifically, how to talk with a

student about their thoughts of suicide, including skill building to ask directly about suicide thoughts and warm handoffs.

- g. LCER-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures will emphasize that the student should be constantly supervised until a suicide risk assessment is completed.
- h. LCER-approved procedures for identifying the role educators, school staff, and volunteers play in supporting youth and staff after a suicide or suicide death or attempt (postvention).
- i. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
 - Youth affected by suicide.
 - Youth with a history of suicide ideation or attempts.
 - Youth with disabilities, mental illness, or substance abuse disorders.
 - Lesbian, gay, bisexual, transgender, or questioning youth.
 - Youth experiencing homelessness or in out-of-home settings, such as foster care.
 - Youth who have suffered traumatic experiences.

LCER will follow the Suicide Prevention Resource Center's Safe Messaging Guidelines, available at <http://www.sprc.org/sites/sprc.org/files/library/SafeMessagingrevised.pdf>, in suicide prevention education with staff. Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials.

Specialized Professional Development for School-based Mental Health Staff (Screening and/or Assessment)

Additional professional development in suicide risk assessment (SRA) and crisis intervention is provided to designated student mental health professionals, including but not limited to school counselors, psychologists, social workers, administrators, and nurses employed by LCER. Training for these staff is specific to conducting SRAs, intervening during a crisis, de-escalating situations, interventions specific to preventing suicide, making referrals, safety planning, and re-entry.

Specialized Professional Training for targeted School-based mental health staff includes the following components:

- Best practices and skill building on how to conduct an effective suicide risk screening/SRA using an evidence-based, LCER-approved tool; Patient Health Questionnaire 9 (PHQ-9) Depression Scale; BSS Beck Scale for Suicide Ideation; National Institute of Mental Health (NIMH)'s Ask Suicide-Screening Questions (ASQ) Toolkit; and the Adolescent Suicide Assessment Protocol – 20.
- Best practices on approaching and talking with a student about their thoughts of suicide and how to respond to such thinking, based on school guidelines and protocols.

- Best practices on how to talk with a student about thoughts of suicide and appropriately respond and provide support based on school guidelines and protocols.
- Best practices on follow up with parents/caregivers.
- Best practices on re-entry.

Virtual Screenings for Suicide Risk

Virtual suicide prevention efforts include checking in with all students, promoting access to school and community-based resources that support mental wellbeing and those that address mental illness and give specific guidance on suicide prevention.

LCER has established a protocol for assigning school staff to connect with students during distance learning and school closures. In the event of a school closure, LCER has determined a process and protocols to establish daily or regular contact with all students. Staff understand that any concern about a student's emotional wellbeing and/or safety must be communicated to the appropriate school staff, according to LCER protocols.

LCER has determined a process and protocols for school-based mental health professionals to establish regular contact with high-risk students, students who are on their caseloads, and those who are identified by staff as demonstrating need. When connecting with students, staff are directed to begin each conversation by identifying the location of the student and the availability of parents or caregivers. This practice allows for the staff member to ensure the safety of the student, particularly if they have expressed suicidal thoughts.

Parent Notification, and Caregivers Participation and Education

1. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the LCER Web page. Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
2. Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the LCER shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
3. LCER shall notify the parent/guardian/caregiver when a student has been screened or screened/assessed for suicide risk regardless of outcome
4. LCER shall establish and widely disseminate a referral process to all parents/guardians/caregivers/families, so they are aware of how to respond to a crisis and are knowledgeable about protocols and school, community-based, and crisis resources.
5. Community-based organizations that provide evidence-based suicide-specific treatments shall be highlighted on the Charter School's website with treatment referral options marked accordingly.
6. Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.
7. All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:

- Suicide risk factors, warning signs, and protective factors.
 - How to talk with a student about thoughts of suicide.
 - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.
 - LCER's referral processes and how they or their children can reach out for help, etc.
8. Parent/guardians are provided with information on suicide prevention resources including crisis hotlines, local warmlines, and school and community-based supports and crisis resources including the National Suicide Prevention Lifeline, Crisis text line, and local crisis hotlines and includes information that hotlines/resources are not just for crisis but also for friends/family and referral.
 9. Parents/guardians/caregivers are reminded that the Family Educational Rights and Privacy Act ("FERPA") generally protects the confidentiality of student records, which may sometimes include counseling or crisis intervention records. However, FERPA's health or safety emergency provision permits the disclosure of personally identifiable information from a student's education records, to appropriate parties, in order to address a health or safety emergency when the disclosure is necessary to protect the health or safety of the student or other individuals.

Student Participation and Education

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, LCER along with its partners has carefully reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school climate that enhances students' feelings of connectedness with LCER and is characterized by caring staff and harmonious interrelationships among students.

LCER's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

LCER's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the LCER's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress. The content of the education may include:
 - a. Coping strategies for dealing with stress and trauma.
 - b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others.
 - c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.
 - d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

2. Receive developmentally appropriate guidance regarding LCER's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

LCER will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

LCER will include the following information on ~~all~~ grades 6-12 student identification cards:

1.

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
 - Call or Text "988"
 - Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text "HOME" to 741741
- ~~Teen Line: Text "TEEN" to 839863~~
- Trevor Project: Call 1-866-488-7386 or Text "START" to 678-678
- ~~Trans Lifeline: 1-877-565-8860~~
- Local suicide prevention hotline telephone number
- QR Code that links to the mental health resources internet website of San Bernardino County

2. In addition to listing the above resources on student identification cards, LCER shall include the following language: *"If you or someone you know is struggling emotionally or having trouble coping, there is help. Students in distress or those who just want to talk about their problems, can call or text the phone numbers listed here for free, confidential support."*

LCER shall establish and widely disseminate a referral process to all students, so they know how to access support through school, community-based, and crisis services. Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they have knowledge or concerns of another student's emotional distress, suicidal ideation, or attempt.

Intervention and Emergency Procedures

Every statement regarding suicidal ideation shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal ideation, he/she shall promptly notify a school administrator or school counselor.

The suicide prevention liaison shall immediately notify the Principal or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at LCER or in the community.

Whenever schools establish a peer support system to provide support for students, peers shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

A. Action Plan for Suicide Attempts on Campus or During School-Sponsored Activity

LCER shall implement the following response protocol for suicide attempts during the school day.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911. The call shall NOT be made in the presence of the student and the student shall not be left unsupervised. Staff shall NOT physically restrain or block an exit.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
 - a. Securing immediate medical treatment if a suicide attempt has occurred.
 - b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.
 - c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
 - d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed.
 - e. Moving all other students out of the immediate area.
 - f. Not sending the student away or leaving him/her alone, even to go to the restroom.
 - g. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence.
 - h. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, LCER shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural

stigma, financial issues) and work to rectify the situation and build understanding of care. If follow up care is still not provided, LCER may contact Child Protective Services.

5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at LCER.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the LCER campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in LCER's safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. LCER staff may receive assistance from LCER counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

B. Action Plan for Off Campus Suicide Attempts

In the event a suicide occurs or is attempted off the LCER campus and unrelated to school activities, the Principal or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like LCER to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged through the education program and in LCER activities to notify a teacher, the Principal, another LCER administrator, psychologist, LCER counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. LCER shall implement the following steps during or after a crisis:

1. Treat every threat with seriousness and approach with a calm manner; make the student a priority.
2. Listen actively and non-judgmentally to the student. Let the student express their feelings.
3. Acknowledge the feelings and do not argue with the student.
4. Offer hope and let the student know they are safe, and that help is available. Do not promise confidentiality or cause stress.
5. Explain calmly and get the student to a skilled mental health professional or designated staff to further support the student.
6. Keep close contact with the parents/guardians/caregivers/families and mental health professionals working with the student.

Re-Entry to School After a Suicide Attempt

A student who has verbalized ideation or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well-planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

LCER shall implement the following steps upon the student's re-entry:

1. The Principal shall obtain a written release of information signed by parents/guardians/caregivers/families and providers.
2. School mental health professionals shall confer with the student and parents/guardians/caregivers/families about any specific requests on how to handle the situation.
3. School-based mental health professionals shall confer with the student and parents/guardians/caregivers/families to develop a safety plan.
4. School-based mental health professionals shall inform the student's teachers about possible days of absences.
5. Teachers and administrators shall allow accommodations for student to make up work (understanding that missed assignments may add stress to student).
6. Mental health professionals or trusted staff members shall maintain ongoing contact to monitor student's actions and mood.
7. School-based mental health professionals shall work with parents/guardians/caregivers/families to involve the student in an aftercare plan.
8. School-based mental health professionals shall provide parent's/guardians/caregivers/families local emergency numbers for after school and weekend emergency contacts.

Messaging About Suicide Prevention

LCER along with its partners shall:

1. Thoroughly and regularly review with its partners, all materials and resources used in awareness efforts to ensure they align with best practices for safe and effective messaging about suicide.
2. Ensure that all communications, documents, materials related to messaging about suicide focus on warning signs as well as risk, prevention, and protective factors, avoid discussing details about methods of suicide, avoid oversimplifying¹⁶⁸ (i.e. identifying singular cause of suicide), avoid

sensational language, and only includes clear, respectful, people-first language that encourages an environment free of stigma. As part of safe messaging for suicide, we use specific terminology when referring to actions related to suicide or suicidal behavior:

Use	Do Not Use
“Died by suicide” or “Took their own life”	“Committed suicide” Note: Use of the word “commit” can imply crime/sin
“Attempted suicide”	“Successful” or “unsuccessful” Note: There is no success, or lack of success, when dealing with suicide

3. Provide suicide prevention resources in parent/student handbooks and on school-issued identification cards for staff and students, on school websites, and during any mental health or suicide prevention skill-building activity for students or parents/families and professional development for staff.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. LCER shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the President/CEO to:
 - a. Confirm death and cause.
 - b. Identify a staff member to contact deceased’s family (within 24 hours).
 - c. Enact the Suicide Postvention Response.
 - d. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
 - a. Notification (if not already conducted) to staff about suicide death.
 - b. Emotional support and resources available to staff.
 - c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration).
 - d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to needs of students regarding the following:
 - a. Review of protocols for referring students for support/assessment.
 - b. Talking points for staff to notify students.
 - c. Resources available to students (on and off campus).

4. Identify students significantly affected by suicide death and other students at risk of imitative behavior. To avoid a suicide “contagion effect”, the Student Support Team shall closely monitor and provide any necessary follow up to students who may be at a higher risk of post-suicide emulation.
5. Identify students affected by suicide death but not at risk of imitative behavior.
6. Communicate with the larger school community about the suicide death.
7. Consider funeral arrangements for family and school community.
 - a. If possible, suggest the funeral occur outside of school hours.
 - b. Encourage parents/guardians of students to attend funeral/memorial with their children.
 - c. Request family approval to attend and staff a table for resources to be available at the funeral, if possible, to remind students and the community of available resources.
 - d. Offer a safe space on campus for students to utilize if needed before/after funeral or memorial service.
 - e. Acknowledge there may be a high rate of absenteeism on the day of the funeral and school officials should make appropriate accommodations for staff and students to attend.
8. Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered.
9. Identify media spokesperson if needed.
10. Include long-term suicide postvention responses:
 - a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed.
 - b. Support siblings, close friends, teachers, and/or students of deceased.
 - c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.
11. The school should not create or sanction memorials. School should not be canceled for the funeral. Refer to the crisis management protocol for procedures regarding the death of a student.