



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 August 17, 2026 - (pg. 3)

3. RECOGNITIONS / SPECIAL PRESENTATIONS

- .01 LCER Ambassador's Student Update
- .02 AAE Principal's School Update – Principal Richards
- .03 NSLA Principal's School Update – Principal Agosto
- .04 NSLA Poetry Out Loud Presentation and Poem Recital by Maximillian Goodly (The Ecosystem of Us)

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 lcboard@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 SFJROTC Senior Class Overnight Field Trip to Vandenberg Space Force Base October 12-15, 2026 – (pg. 6)
- .02 Approval of NSLA Cadet Corps Annual Bivouac Overnight Field Trip to Camp Big Horn in Running Springs, CA on October 9-11, 2026 – (pg. 9)
- .03 Approval of Lewis Center AAE Campus Consulting Agreement for Engineering Services with David Evans and Associates Inc. – (pg. 14)
- .04 Approval of Lewis Center Norton Campus Consulting Agreement for Engineering Services and Surveying Services with David Evans and Associates Inc. – (pg. 36)

6. DISCUSSION/ACTION ITEMS

- .01 Lewis Center Foundation Board Update – Marisol Sanchez, Foundation Board Chairman
 - Post Gala Update
- .02 Approve Proposition 28: Arts and Music in Schools Funding Guarantee and Accountability Act (AMS) AAE Annual Report – (pg. 58)

- .03 Approve Proposition 28: Arts and Music in Schools Funding Guarantee and Accountability Act (NSLA) AAE Annual Report – (pg. 60)
- .04 Discuss AAE and NSLA Charter Renewal Updates

7. INFORMATION INCLUDED IN PACKET

- .01 President/CEO Report – (pg. 62)
- .02 Grant Tracking Report – (pg. 76)
- .03 LCER Financial Reports
 - Checks Over \$10K – (pg. 77)
 - Budget Comparisons – (pg. 78)
 - Lewis Center Foundation Financial Reports – (pg. 79)
- .04 Quarterly Financial Report (Phan 6/30) – (pg. 80)
- .05 LCER Board Attendance Log – (pg. 108)
- .06 LCER Board/Lewis Center Foundation Give & Get – (pg. 109)

8. BOARD POLICIES / ADMINISTRATIVE REGULATIONS

- .01 Approval of Revision to Administrative Regulation AR5141.52 Suicide Prevention – (pg. 110)
- .02 Approval of Revision to Board Policy BP3516 Business and Noninstructional Operations: Emergencies and Disaster Preparedness Plan Procedures – (pg. 126)
- .03 Approval to Retire Administrative Regulation AR3516 Business and Noninstructional Operations: Emergencies and Disaster Preparedness Plan Procedures – (pg. 126)
- .04 Approval to Retire Administrative Regulation AR3516.3 Business and Noninstructional Operations: Earthquake Emergency Procedure System – (pg. 126)

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 4:30pm.
- .02 Roll Call - LCER Board Members Present: Chairman Yolanda Carlos, Amber Hom, Dr. Steve Levin (attending remotely), Michael Razo (arrived at: 4:35pm), Marisol Sanchez (attending remotely), Pat Schlosser, and Lucy Tello.
- .03 Adoption of the Agenda - A motion to adopt the agenda as presented was made by Patrick Schlosser, seconded by Dr. Steven Levin. The motion passed by a roll call vote of 6-0. Michael Razo was not yet present to vote.

2. APPROVAL OF MINUTES

- .01 Approval of the Minutes of the Regular Board Meeting Held June 8, 2026 - On a motion by Marisol Sanchez, seconded by Lucy Tello, vote 6-0, the LCER Board of Directors approved agenda item 2.01 by roll call vote. Michael Razo was not yet present to vote.

3. RECOGNITIONS / SPECIAL PRESENTATIONS

- .01 LCER Ambassador's Student Update – AAE Student Ambassadors Landon Applegate, Nayeli Alvarado, and Marco Acuna shared with the Board Ambassador activities, including attending the Drug Prevention Coalition at the town hall, and were invited to present at the next meeting. One student recorded a radio station commercial in Spanish for Station X. Ambassadors are looking for sponsorships to fund their advocacy trip to Washington, DC, and they invited all to donate at their blood drive on September 23rd. Athletics updates included welcoming our new athletics director, Mr. Forsberg and volleyball season has started. ASB has established committees, they're busy planning for the upcoming prep rally, hosting a car wash fundraiser on Saturday, and student store is opening. ROTC will be taking a field trip to Goldstone on August 25th for the ribbon cutting of the new Deep Space Station 23 radio telescope, and their color guard will be presenting. Senior Leadership Team is holding elections and looking forward to the first senior activities, including Senior Back to School Night and Senior Sunrise. Back to school night was held last week and lots of families came out to meet teachers and visit classrooms. Upcoming events include the 9/11 Ceremony and Lewis Center Foundation Gala. They encouraged all to support the students and school by following their social media accounts. NSLA Student Ambassadors Esmeralda Gorostieta and Katelyn Remigio shared with the Board that Seniors kicked off the year with their Senior Sunrise event, and it was a huge success with games, food, and more. Club Rush takes place during high school and middle school lunch on September 4th. ASB is planning for homecoming and more information to be announced soon. Cadet Corp's color guard was invited to present colors at the LCER Foundation Gala. Ambassadors represented at the recent San Bernardino County Board Meeting for NSLA's charter renewal submission. NSLA hosted their blood drive over the summer. PTO is having a fundraiser at Raising Canes on Wednesday, August 19th and hosting a Baseball Family Night Out at the 66ers Stadium on Friday, August 28th. Poetry Out Loud has elected their Executive Board and Katelyn was elected as their treasurer. Chairman Carlos thanked the Ambassadors.
- .02 AAE Principal's School Update – Principal Richards reported a strong start to the school year with phenomenal attendance and no suspensions to date. Preliminary test scores show significant gains in science and record high ELA and math scores. He introduced Dr. Robinett as the new secondary Vice Principal. Updates included the launch of the TK program and a focus on admin walkthroughs to support teachers. Approximately 300 walkthroughs have taken place and he is very excited about the school year. Grading policies were refined and Navigate360 was introduced for SEL curriculum. Rescore or retesting options are available for students to be given a second opportunity to increase their scores. A No-Go list for extra curricular activities was implemented based on tardies, attendance, dress code, grades, and behavior.
- .03 NSLA Principal's School Update – Principal Agosto updated the Board on the first weeks of school and are in full swing. TK is almost at capacity, and noted the successful launch of the TK program. Admin has been participating in intensive walkthroughs focusing on AVID strategies, note taking, and critical reading. Every

classroom has been visited twice, with feedback being emailed to the teachers immediately after. Efforts are underway to transition control of “Capturing Kids Hearts” strategies to students. NSLA also implemented a No-Go list for extracurriculars, defining these as non curricular events like dances and incentive field trips. The list focuses on three buckets: attendance, behavior, and academics.

4. PUBLIC COMMENTS - There were no public comments.

5. CONSENT ITEMS

- .01 Approve AAE ASB and Student Activities Spending Plans
- .02 Approve NSLA Curriculum List for Upcoming Williams Visit
- .03 Approve Overnight Field Trip to Colegio Concepcion, Chile, October 7-16, 2026

On a motion by Dr. Steven Levin, seconded by Patrick Schlosser, vote 7-0, the LCER Board of Directors approved agenda Consent Items 5.01-5.03 by roll call vote.

6. DISCUSSION/ACTION ITEMS

- .01 Lewis Center Foundation Board Update – Marisol Sanchez, Foundation Board Chairman
 - Annual Gala – September 12th at the Mitten Building in Redlands, Ca. – 189 seats are currently filled and Grand Raffle Tickets are still available at \$100 each. You will have a chance to win a \$1000 Disney gift card and themed gift basket, and do not need to be present to win. The Foundation is still seeking raffle basket donations and sponsors for their largest fundraiser, which supports scholarships and staff awards.
- .02 Appoint Nominating Committee – Dr. Lamb discussed the terms for existing board members and need for recruitment of new members. The committee should consider that one current board member must also serve on the Foundation Board as President. The Board appointed Marisol Sanchez, Pat Schlosser, Yolanda Carlos, and Dr. Lamb to the nominating committee to recruit candidates for the December seating.
- .03 Discuss AAE’s Moody Rating – David Gruber reported that AAE has officially achieved an entry level investment grade rating from Moody’s. This rating is a significant achievement for a charter school and will assist with future construction financing and financial stability.
- .04 Discuss and Approve NSLA Charter Renewal Updates and Renewal Submission – Dr. Lamb reported that the NSLA charter petition was submitted to the County Board of Education. Norton has solidly landed in the middle performing track, meaning it no longer requires an academic improvement plan.

On a motion by Lucy Tello, seconded by Michael Razo, vote 7-0, the LCER Board of Directors approved agenda item 6.04 by roll call vote.

- .05 Discuss and Approve Charter Property Solutions (CSPS) at AAE – The Board gave David Gruber permission to speak on items 6.05-6.06 collectively, but they will be voted on individually. Mr. Gruber gave details on the construction plans and included Larry Rieder, the construction project manager, who was present to answer any questions. They discussed a proposal for a new science wing at AAE, consisting of three labs, a special education space, and an additional classroom. Dr. Lamb included history on past construction projects that were nearly catastrophic to the organization and since going through this process with Mr. Rieder, it has her feeling comfortable with him and his team. The management fee is \$250,000. Mr. Schlosser inquired if the selection required a formal bidding process. Mr. Gruber clarified that the fee falls within the informal threshold and they had reviewed multiple vendor proposals to ensure comparable pricing. Dr. Levin asked for clarification on how this project differs from their previous successful collaborations. Mr. Reider and Mr. Gruber confirmed the project is well within their wheelhouse, utilizing similar materials and designs used in the Norton campus build. Dr. Levin further noted that the board is hiring CSPS based on the established trust that they will manage change orders and subcontractor accountability effectively.

On a motion by Patrick Schlosser, seconded by Dr. Steven Levin, vote 7-0, the LCER Board of Directors approved agenda item 6.05 by roll call vote.

- .06 Discuss and Approve Charter Property Solutions (CSPS) at NSLA – David Gruber explained that this would be a larger project than AAE’s and detailed what the project entailed. He is anticipating eight additional classrooms, additional offices, restrooms, and closets. Mrs. Tello asked if the new build would include a dedicated library space. Mr. Gruber explained that the additional classrooms would allow the school to repurpose existing spaces and that would bring the library back to use. Dr. Lamb added the importance of fiscal transparency and to lead the organization in a way that is sustainable. High school enrollment is currently twelve students below conservative projections, representing roughly a \$200,000 revenue shortfall, and this is giving her pause. The team will not move forward until the enrollment can support it. There are no reservations starting AAE’s project. Recruitment and

marketing strategies are in full force, including reaching out to the families who unenrolled. Dr. Levin asked for confirmation that the contract would only be valid if and when the school decides to proceed with the development. Staff confirmed the Board could grant the “green light” now, allowing the executive team to proceed once enrollment stabilizes. Mr. Razo asked about student retention and why students leave the charter. Principal Agosto shared exit survey responses. That information is being reviewed along with recruitment efforts.

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

7. INFORMATION INCLUDED IN PACKET

- .01 Grant Tracking Report
- .02 LCER Financial Reports
 - Checks Over \$10K
 - Budget Comparisons
 - Lewis Center Foundation Financial Reports
- .03 AAE and NSLA Cash Management Data Collection for Categorical Funds
- .04 LCER Board Attendance Log
- .05 LCER Board/Lewis Center Foundation Give & Get
- .06 NSLA Williams Monitoring Process – Fourth Quarterly Reporting

8. BOARD POLICIES / ADMINISTRATIVE REGULATIONS

- .01 Approval of Revision to Board Policy BP 5144 Discipline; Suspension/Expulsion (Second Reading) – Dr. Lamb presented the second reading, noting minor updates, including legal updates. During the discussion, the Board inquired about the composition of the administrative panel used for expulsions. Dr. Lamb explained the panel requirements. To ensure neutrality, LCER’s practice could also include staff from the opposite school site to serve on the panel, or retired administration.

On a motion by Patrick Schlosser, seconded by Marisol Sanchez, vote 7-0, the LCER Board of Directors approved Board Policies/Administrative Regulations Agenda Item 8.01.

- 9. FUTURE AGENDA ITEMS** – The primary discussion centered on the upcoming submission of the AAE Charter Petition to the Apple Valley Unified School District on September 10th. Because the Board would not meet again before the submission deadline, they gave Dr. Lamb direction and authority to proceed, with the understanding that the draft would be shared with them for review, along with the petition. Dr. Levin questioned if the public would still have an opportunity to provide feedback after the submission. The Board clarified that the authorizers host public hearings, which serve as the primary venue for stakeholder feedback and support during the renewal process. Changes could still be brought forward for revision.

- 10. BOARD/STAFF COMMENTS** – Chairman Carlos shared that she was interviewed by CBS LA regarding boundaries for children and screen time. It was a very exciting event for her and she did not expect the taping to be live. It was a great opportunity, and it led to a podcast and article in Yahoo! News on squishies and why children use them. Dr. Levin has an interview next week at PBS on the GAVRT partnership, noting he would represent his various roles as a board member, JPL lead, and Juno project scientist. Dr. Lamb shared that Chairman Carlos’s interview was very impressive and she is very honored to have her and Dr. Levin as board members. Capturing Kids Hearts training for the Executive Team and Board is scheduled for September 18th with trainer Vern Hazard. Dr. Lamb commended Robert Mejia for redesigning the multi-purpose rooms, which included new murals and acoustic panels to reduce noise during lunches. Efforts are ongoing to partner with Space Force units. Although LCER did not receive the SciAct grant, they are moving forward with curriculum initiatives, including a hands on lesson for Nation Day of Radio.

- 11. ADJOURN** - Chairman Carlos adjourned the meeting at 6:08pm.

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

Date of meeting:

Title: AAE SFJROTC senior class field trip to Vandenberg Space Force Base

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

Background: . AAE SFJROTC will be visiting Vandenberg Space Force base to learn about the mission and operational goals of the military base. Cadets will have opportunity to watch 3 launches scheduled in October.

Fiscal Implications (if any): N/A

Impact on Mission, Vision or Goals (if any): Impact will be minimal if not approved.

Recommendation: Please review and approve the senior class field trip to Vandenberg Space Force Base scheduled for October 12 – 15, 2026.

Submitted by: MSgt Padua



LEWIS CENTER FOR EDUCATIONAL RESEARCH
FIELD TRIP REQUEST FORM

Office Use Only

Date/Time Submitted:
Initials:
Transportation Booked:
Initials:
Calendared:
Initials:

Date Submitted: 7/31/2026

Requested by: MSGT PADUA

Phone: 951 850 4715

Overnight, Out of State or Water Activities? ☒ Yes ☐ No

If yes, Board Approval is Required 3 months prior to the trip. Submit This Form with a Board Cover Sheet and Itinerary or List of Activities*

Date(s) of Trip: OCT 11-14, 2026

Destination: VANDENBERG SPB

Number of: Students 14 Staff 5

Grade Level(s): OCT 12-15, 2026

Estimated Number of Volunteers**

School Departure Time: 0900 OCT 12, 26

Destination Arrival Time: 1300

Destination Departure Time: 1200 OCT 15, 26

School Return Time: 1630

Specific Learning Objectives of Trip: ARE CAREERS WILL LEARN MISSION AND OBJECTIVE OF VANDENBERG BASE

Funding Source (check all that apply)

- ☐ ASB/Club Funds Name of Club: _____
☐ Grade Level Funds What Grade Level: _____
☐ Fundraising/Donations
☐ Budget Code: SFJROTU

Transportation (check all that apply)

- ☐ Private Vehicle*** ☐ Public Transportation ☐ Plane ☐ Train ☐ Boat ☐ Other: SCHOOL VAN
☐ Bus Number of buses _____ If bus, Student Activities Coordinator has been informed bus is needed ☐

Lodging (check all that apply)

- ☐ On Campus ☒ Hotel ☐ AirBnB ☐ Other: _____

I have followed the Checklist and read BP and AR 6153 prior to submitting this form:

[Signature]
Requestor Signature
Date: _____

Approved? ☒ Yes ☐ No [Signature]
Principal Signature

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

VANDENBERG SPACE FORCE BASE ITINERARY

Adults: 5

Mode of transportation: 2 school vans

Hotel: Pending

Oct 12, 2026 (Monday) Travel Day

-0900 Depart AAE

-1330 Arrive to hotel

Oct 13, 2026 (Tuesday)

-Meet with base commander

-Tour the base

Oct 14, 2026 (Wednesday)

-Rocket site tour

-Launch viewing tour

Oct 15, 2026 (Thursday)

-1200 Depart Vandenberg SFB

-1630 Arrive to AAE

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

Date of meeting: _____

Title: Approval of 303rd Battalion (California Cadet Corps) Fall Bivouac Field Training Exercise

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

Background:

The 303rd Battalion, 11th Brigade of the California Cadet Corps (NSLA) requests board approval to conduct its annual Fall Bivouac from **October 8, 2026, to October 11, 2026.**

In accordance with California Cadet Corps Regulation 3-2 (*Field Training*), bivouacs provide an essential, high-impact experiential learning environment designed to teach skills not easily replicated in a traditional classroom. During this four-day field exercise, cadets will participate in tent camping (Big Horn) and a comprehensive schedule of hands-on activities, including:

- **Tactical & Technical Skill-Building:** Archery Program, Climbing Wall, and Zipline Program.
- **STEM & Environmental Education:** Ecology Program and Astronomy Night Hike.
- **Leadership & Service:** Service Crew Program opportunities, where senior cadets gain practical leadership and operational responsibility.

The bivouac serves as a foundational training event where returning cadet officers put leadership theories into real-world practice by organizing, managing, and mentoring middle school and high school cadets.

Fiscal Implications (if any):

This event was formally budgeted and submitted by 2nd Lt. Arana during the previous school year. \$3314.90 (Camp Hubert Eaton) + \$1102.98 (food cost for camp) + Bus (Don't know cost) total \$4417.88 + bus, estimated total.. All associated costs are fully budgeted and accounted for through the Lewis Center for Educational Research (LCER). Please see invoices attached.

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

This exercise directly supports the **NSLA Mission & Vision** to ensure high-level learning for our diverse student population, preparing them to be college and career ready through a safe, rigorous, and supportive environment:

- **College & Career Readiness:** Cadets develop critical 21st-century workforce skills, including complex problem-solving, project management, operational planning, and peer leadership, in a demanding outdoor setting.
- **Multicultural & Diverse Community Building:** The bivouac fosters a safe, inclusive environment where cadets from diverse backgrounds collaborate, build mutual trust, and develop the biliterate, multicultural communication skills necessary for joint leadership.
- **Academic Rigor & Experiential Learning:** Integrating hands-on Ecology and Astronomy programming connects classroom instruction directly to real-world science applications, supporting high academic achievement through immersive learning.

Recommendation:

It is respectfully requested that the Board consider approving the 303rd Battalion California Cadet Corps Fall Bivouac for October 8–11, 2026. The approval of this field exercise would provide an invaluable opportunity for our NSLA cadets, directly boosting their personal growth, leadership capabilities, academic connection, and team cohesion in a safe, structured environment.

Submitted by:

2nd Lt. Arana
Commandant
303rd Battalion
11th Brigade
CA Cadet Corps

BOARD APPROVAL ATTACHMENT: TRIP DETAILS & LEARNING OBJECTIVES

Event: Annual Cadet Corps Bivouac

Location: Camp Big Horn (Running Springs, CA)

Units: 303rd Rocket Battalion, California Cadet Corps

Trip Overview & Compliance

This outdoor field training exercise (bivouac) at Camp Big Horn serves as a mandatory Annual General Inspection (AGI) requirement for the California Cadet Corps. Bivouacs provide cadets with an essential, immersive environment where classroom leadership theory transitions into real-world application, unit cohesion, and character development.

Specific Learning Objectives

- **AGI & Unit Readiness Compliance:** Cadets will fulfill required state standards for outdoor field operations, shelter setup, and field craft as evaluated under the California Cadet Corps Annual General Inspection (AGI) framework.
- **Practical Leadership & Teamwork:** Cadet student-leaders will direct small-unit operations, oversee squad logistical management, and practice peer leadership while executing 2 days of tent camping, site management, and group problem-solving.
- **Confidence & High-Adventure Challenge:** Cadets will overcome physical and mental hurdles, build self-reliance, and foster mutual trust with peers by participating in managed high-adventure courses, including the Climbing Wall and Zipline.
- **Marksmanship & Focus:** Cadets will learn range safety protocols, emotional regulation, line discipline, and precision motor skills through structured Archery instruction.
- **Ecology & Environmental Stewardship:** Cadets will study local forest ecosystems, conservation principles, and mountain ecology, gaining an appreciation for outdoor stewardship.
- **STEM & Celestial Navigation:** Cadets will engage in experiential astronomy during an evening night hike, learning stargazing techniques, constellation identification, and night-movement/celestial navigation concepts.

2nd Lt. Arana

303rd Rocket BN

Hooah!!

Essayons!!



LEWIS CENTER FOR EDUCATIONAL RESEARCH
FIELD TRIP REQUEST FORM

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

Date Submitted: 08/11/2026

Requested by: Sergio Arana CA Cadet Corps

Phone: 951-334-9974

Overnight, Out of State or Water Activities? ☒ Yes ☐ No

If yes, Board Approval is Required 3 months prior to the trip. Submit This Form with a Board Cover Sheet and Itinerary or List of Activities*

Date(s) of Trip: 10/09/2026-10/11/2026

Destination: Camp Hubert Eaton - Camp Big Horn

Number of: Students 24 Staff 3

Grade Level(s): 8th-12th

Estimated Number of Volunteers**

School Departure Time: 10/09/26 Fri - 08:00 AM

Destination Arrival Time: 10/09/26 Fri -09:15 AM

Destination Departure Time: 10/11/26 Sun - 11:00 AM

School Return Time: 10/11/26 Sun - 12:30 PM

Specific Learning Objectives of Trip: Please refer to attached sheet for Objectives

Funding Source (check all that apply)

- ☐ ASB/Club Funds Name of Club:
- ☐ Grade Level Funds What Grade Level:
- ☐ Fundraising/Donations
- ☒ Budget Code: Submitted Budget Plan Last School Year

Transportation (check all that apply)

- ☐ Private Vehicle*** ☐ Public Transportation ☐ Plane ☐ Train ☐ Boat ☐ Other:
- ☒ Bus Number of buses 1 If bus, Student Activities Coordinator has been informed bus is needed ☒

Lodging (check all that apply)

- ☐ On Campus ☐ Hotel ☐ AirBnB ☒ Other: Tent Camping At Camp Big Horn - Tents Are Provided and Cots

I have followed the Checklist and read BP and AR 6153 prior to submitting this form:

Approved? ☐ Yes ☐ No

[Signature]
Principal Signature

[Signature]
Requestor Signature

Date: 8/11/26

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



CA Cadet Corps Retreat SGHS

Customer

Sergio Arana
Norton Science and Language Academy
sarana@lcer.org

Invoice Details

PDF created September 4, 2026
\$3,314.90
Service date October 9, 2026

Payment

Due July 29, 2026
\$3,314.90

Items	Quantity	Price	Amount
Big Horn Tent Camping	27	\$21.00	\$567.00
Big Horn Tent Camping	27	\$21.00	\$567.00
Archery Program	1	\$474.00	\$474.00
Zipline Program	1	\$1,302.00	\$1,302.00
Climbing Wall	1	\$661.50	\$661.50
Ecology Program	1	\$250.00	\$250.00
Astronomy Night Hike	1	\$250.00	\$250.00
Service Crew Program Discount (40%)			-\$189.60
Service Crew Discount (50%)			-\$567.00
Subtotal			\$3,314.90

Total Due **\$3,314.90**



Pay online

To pay your invoice go to <https://squareup.com/u/Irh05B7C>
Or open the camera on your mobile device and place the QR code in the camera's view.



August 25, 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 underneath.

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

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- 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".

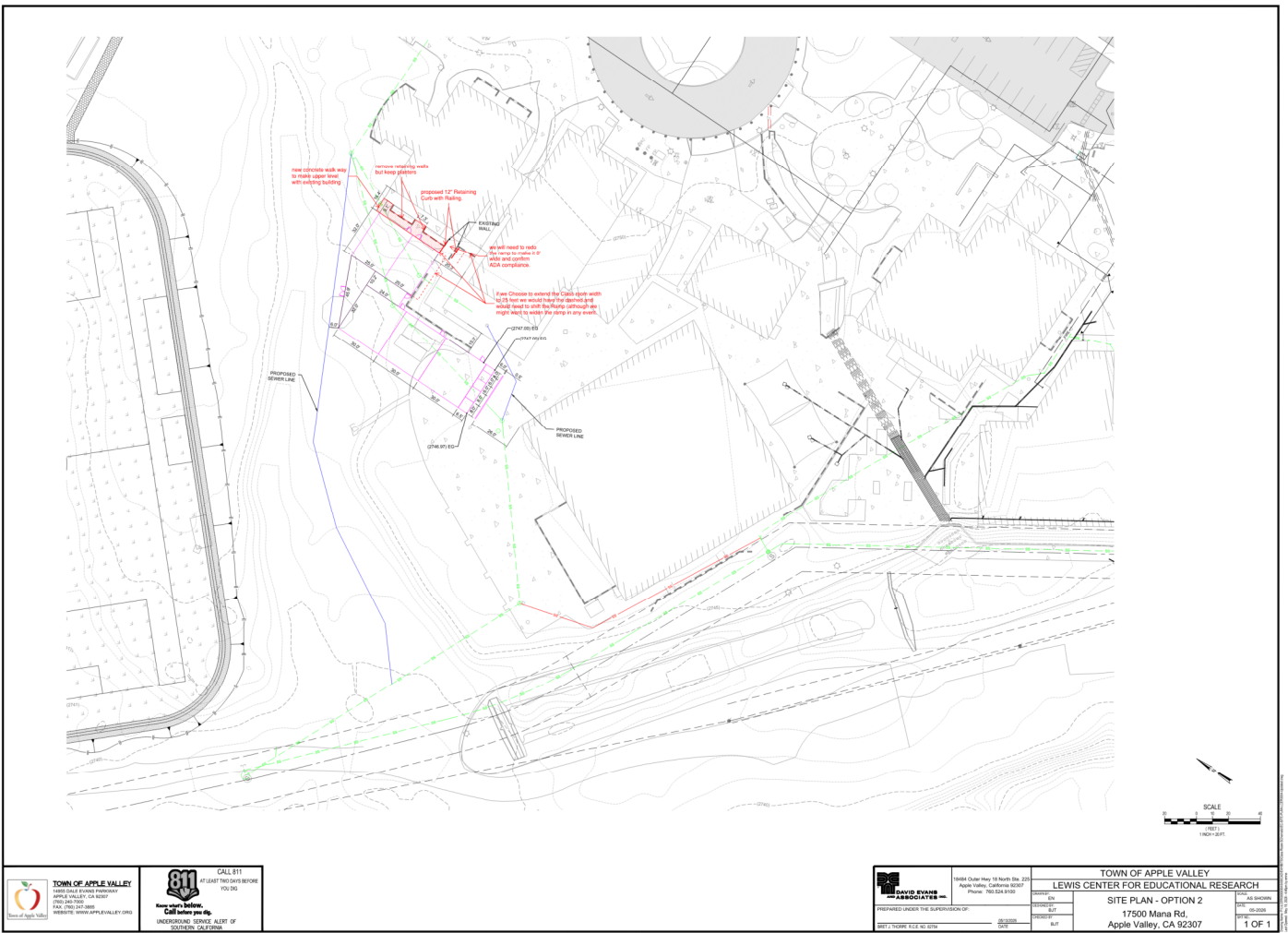
The fees quoted herein provide for an allowance for a reasonable number of meetings, conferences, coordination, and project management services based on the completion dates noted. Should the project schedule be extended or delayed, then **DEA** shall be entitled to an additional fee.

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>	\$8,920
1.3 Public Agency Coordination and Processing <i>(T&M)</i>	\$4,100
1.4 Topographic Survey	\$8,180
1.5 Preliminary Site Plan	\$4,750
1.6 Preliminary Grading Plan	\$6,800
1.7 Composite Utility Plan	\$4,750
1.8 Preliminary Hydrology Report	\$11,855
1.9 Preliminary WQMP	\$11,855
Scope Subtotal	\$66,110
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	\$4,600
2.5 Precise Grading	\$10,700
2.6 Horizontal Control Plan	\$6,600
2.7 Domestic and Fire Water Improvement Plan	\$8,700
2.8 Sewer Improvement Plan	\$8,900
2.9 Storm Drain Plan	\$8,500
2.10 Erosion Control Plan	\$4,700
2.11 Final Hydrology Report	\$8,000
2.12 Final WQMP	\$8,000
Scope Subtotal	\$94,740
TOTAL PROPOSAL	\$160,850

(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															



August 25, 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 Norton Campus | Consulting Agreement for Engineering and Surveying Services**

Dear Lisa:

David Evans and Associates, Inc. (DEA) is pleased to respond to your Request for Proposal to provide engineering and surveying services on your project. We believe we will remain 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 San Bernardino

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', is written over a horizontal line.

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 Norton Campus – New HS Classrooms
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 A - Scope of Services
 - ☒ Attachment B – Fee for Services
 - ☒ Attachment C – Environmental
 - ☒ Attachment D – Insurance
 - ☒ 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 (NORTON SCIENCE AND
LANGUAGE ACADEMY (NSLA))

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% 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. 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

Norton Science and Language Academy (High School Classroom Expansion)

PROJECT DESCRIPTION

The Lewis Center for Educational Research is intending to construct an expansion for their San Bernardino Campus, the Norton Science and Language Academy. This expansion will consist of a new building approximately 9,130 sf that includes new classrooms, new restrooms and storage rooms. The Civil scope of services will include general grading, drainage, and new wet utility connections as required to facilitate building of the new classrooms. 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. If additional hours are required, additional budget will be added to the task 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. This is an estimate of the number of hours required; if fewer hours are necessary, only those hours will be utilized and invoiced. If additional hours are required, additional budget will be added to the task with client's prior written approval.

1.3 ENGINEERING RESEARCH

Provide engineering research and entitlement support services to assist in the preparation of preliminary site development plans and entitlement applications. Services will include review of available agency records, planning documents, zoning and development standards, utility information, mapping, previous studies, and other publicly available information relevant to the project. Engineering research will be performed to identify site development constraints, infrastructure requirements, and applicable agency regulations that may affect the proposed development.

Services may also include coordination with the Client, project consultants, utility providers, and regulatory agencies to obtain available information regarding existing and planned public infrastructure, development requirements, and permitting considerations. Findings will be utilized to support preparation of conceptual engineering exhibits, preliminary studies, entitlement documents, and project planning efforts. This scope does not include preparation of detailed engineering design, agency applications, environmental studies, or specialized technical analyses unless specifically authorized.

The estimated budget for this portion of the Agreement provides for twenty (20) of hours of Research 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. If additional hours are required, additional budget will be added to the task with client's prior written approval.

1.4 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. If additional hours are required, additional budget will be added to the task with client's prior written approval.

ATTACHMENT A

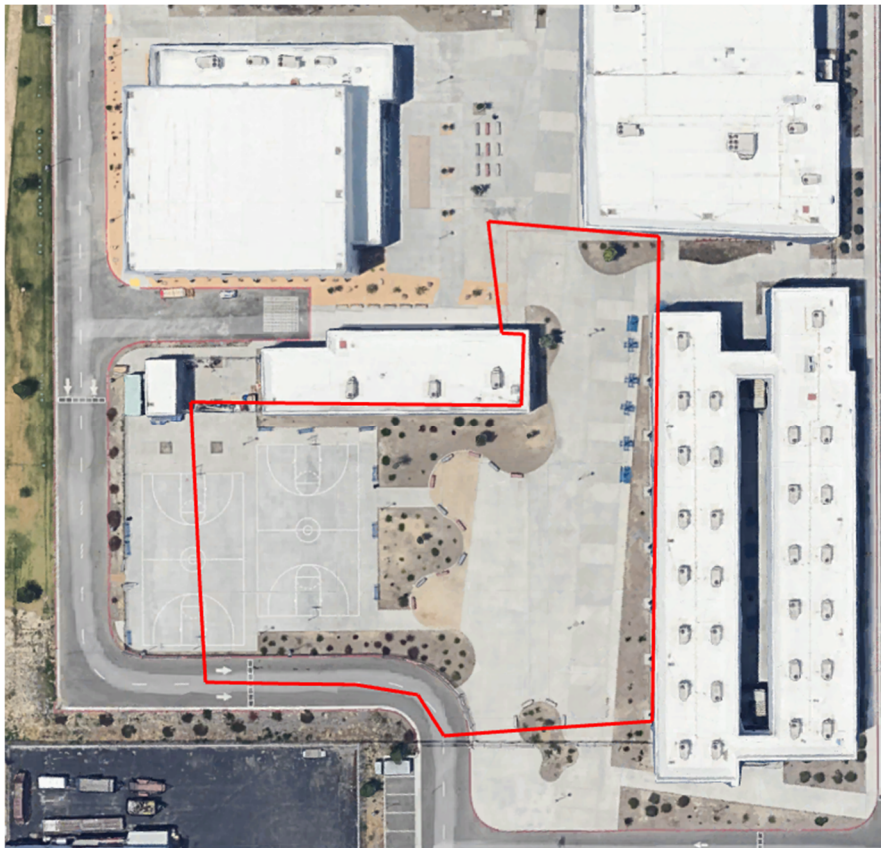
SCOPE OF SERVICES

1.5 TOPOGRAPHIC SURVEY

DEA will complete a topographic survey of the portion of the campus that will be utilized for the location of buildings and the portions that will be needed to extend the existing on-site wet utilities to the proposed building location. The topographic survey will include the following items:

- Spot elevations along the existing hardscape to determine join elevations for the proposed improvements where they will join the existing pavement, this also includes planters and existing trees.
- Spot elevations along the existing building face to ensure proper spacing between existing and proposed buildings.
- Spot elevations to locate existing surface culture, i.e. lighting poles, basketball standards
- Location of existing sewer manhole or cleanout covers, domestic and firewater valve covers, electric pull boxes and other visible utility infrastructure.

This topographic survey will be based upon state plane coordinates. If additional areas or potholes are required, additional work will be completed upon the written agreement from the client for the “additional Services”.



1.6 PRELIMINARY SITE PLAN

DEA will generate a civil Site Plan to be utilized in the entitlement Submittal Process. This site plan will be based upon and coordinated with the Project Architect and the Client approved building footprint. This includes coordination of the placement of the building in the courtyard next to the existing high school classrooms. This site plan will include items as set forth in the City of San Bernardino Administrative Permit Application Form. The preliminary grading and utility layouts will also be shown on this site plan. This includes one revision for the pre-submittal and one revision for the formal application. If additional revisions, either initiated by the Client, Architect or City of San Bernardino comments, additional budget will be added to the task with client's prior written approval.

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SCOPE OF SERVICES

1.7 PRELIMINARY GRADING AND DRAINAGE

DEA will provide conceptual grading contours, essential spot elevations, and building finished floor elevations as part of the Site Plan Submittal during the pre-application and the application processes. These will be used as the basis for the final engineering grading plan. This includes one revision for the pre-submittal and one revision for the formal application. This Task does not include a stand-alone preliminary grading sheet. If additional revisions or a stand-alone sheet is required, either initiated by the Client, Architect or City of San Bernardino comments, additional budget will be added to the task with client's prior written approval.

1.7 COMPOSITE UTILITY LAYOUT

Prepare Composite Utility Plan based upon as-built information and proposed wet utility connections to the proposed building. This will include the Wet Utilities only, sewer, domestic water, firewater and storm drainpipes. This includes one revision for the pre-submittal and one revision for the formal application. This Task does not include a stand-alone preliminary grading sheet. If additional revisions or a stand-alone sheet is required, either initiated by the Client, Architect or City of San Bernardino comments, additional budget will be added to the task with client's prior written approval.

1.8 PRELIMINARY 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 the Project Site.
- 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, including those for the Preliminary Water Quality Management Plan.

1.9 PRELIMINARY WATER QUALITY MANAGEMENT PLAN (PWQMP)

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 PWQMP report will include the existing and proposed condition hydrology for the site. This includes completing 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.

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SCOPE OF SERVICES

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 thirty (30) 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 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.

2.2 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 eighty (80) hours of 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.

2.4 PRECISE GRADING

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, roadway and driveway grades, 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. Revisions necessary to address agency review comments and coordination with the project team are included.

2.5 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 prepared by **DEA** to establish the project's horizontal control framework. The Horizontal Control File will be developed to verify building setbacks and overall site fit within the

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existing site layout 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. The Horizontal Control File will be provided to the project team in CAD format for coordination and a PDF will be included in the construction set. 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.

2.6 WATER IMPROVEMENT PLAN

Prepare on-site water Improvement Plans in accordance with the requirements of the City of San Bernardino Water Department shall include preparation of plan sheets depicting proposed private on-site water service connections necessary to serve the project, including domestic, fire protection, and irrigation services.

This Agreement anticipates one (1) domestic water services and one (1) fire protection services. Domestic water service locations shall be based on a connection point provided by the Plumbing Engineer. Fire protection service location shall be based on a connection point provided by the Fire Protection Consultant, include the Fire Department Connection and Pressure Indicator Valve. Irrigation service locations shall be based on meter locations and service requirements provided by the Landscape Architect.

The Water Improvement Plans will show proposed service laterals and connections to the existing on-site service valves, and associated appurtenances within the confines of the existing campus and extending to a point approximately five (5) feet from the building. This includes coordination with the Plumbing and Fire Projection Engineers for the point of connection. 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 and firewater 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 the City of San Bernardino Water Department 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:

This scope of services is based upon being able to connect to the existing on-site water and firewater system. If a new connection to the City water main, the additional work to design, add additional water plans and calculations will be completed and invoiced as "additional Services" with Client's prior written approval.

2.7 SEWER PLAN

Prepare Sewer Improvement Plans in accordance with the requirements of City of San Bernardino Water Department. 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 public 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 Agreement assumes the project can be served by an existing adjacent public sewer main and that no off-site 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 City of San Bernardino Water Department require downstream sewer capacity analysis, sewer modeling, off-site sewer improvements, public sewer main extensions, easement acquisitions, lift stations, or other extraordinary

ATTACHMENT A SCOPE OF SERVICES

improvements, such services shall be considered outside the scope of this Agreement and may be provided under a 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.

NOTE:

This scope of services is based upon being able to connect to the existing on-site Sewer System. If a new connection to the City Sewer Main or the implementation of an on-site lift Station or Force main is required, the additional work to design, add additional Sewer Plans and Calculations will be completed and invoiced as "additional Services" with Client's prior written approval.

2.8 STORM DRAIN IMPROVEMENT PLAN

Prepare Storm Drain Improvement Plans in accordance with the requirements of the City of San Bernardino. The plans will be based on the grading plan, storm water management 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, curb 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, stormwater treatment facilities, and roadway improvements to provide positive drainage and accommodate design storm runoff.

This scope assumes that the project can discharge to an existing adjacent public drainage facility and that sufficient downstream capacity exists within the public storm drain system. The scope does not anticipate the need for new public storm drain trunk lines, replacement or upsizing of existing storm drain mains, regional drainage facilities, flood control improvements, or significant off-site drainage improvements.

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.

2.9 EROSION CONTROL PLAN

Prepare an Erosion Control Plan to accompany the Precise Grading Plan in accordance with the project Geotechnical Report, Hydrology Study, applicable City of San Bernardino 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.

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.

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*NOTE: 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.*

2.10 FINAL HYDROLOGY REPORT

Prepare a Final Hydrology Study. The Preliminary Hydrology Study will be updated to reflect the updated 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) Perform final hydrologic and hydraulic calculations to determine runoff rates, runoff volumes, and design flows for on-site and off-site drainage facilities.
- c) 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.
- d) 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.

2.11 FINAL WQMP

Prepare a Final Water Quality Management Plan (WQMP) based on the approved PWQMP, updated 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 **Norton Campus Improvements** located at 230 S Waterman Ave in the City of San Bernardino, 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 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 Engineering Research <i>(T&M)</i>	\$4,100
1.4 Public Agency Coordination and Processing <i>(T&M)</i>	\$4,100
1.5 Topographic Survey	\$13,500
1.6 Preliminary Site Plan	\$7,650
1.7 Preliminary Grading Plan	\$4,900
1.8 Composite Utility Plan	\$3,700
1.9 Preliminary Hydrology Report	\$11,900
1.10 Preliminary WQMP	\$11,900
Scope Subtotal	\$75,130
PART TWO: FINAL ENGINEERING	
2.1 Client / Consultant Meetings <i>(T&M)</i>	\$7,350
2.2 Project Management and Coordination <i>(T&M)</i>	\$12,940
2.3 Public Agency Coordination and Processing <i>(T&M)</i>	\$4,100
2.4 Demolition Plan	\$4,100
2.4 Precise Grading Plan	\$14,500
2.5 Horizontal Control Plan	\$7,600
2.6 Water Improvement Plan	\$8,700
2.7 Sewer Improvement Plan	\$7,600
2.8 Storm Drain Plan	\$8,900
2.9 Erosion Control Plan	\$4,800
2.10 Final Hydrology Report	\$7,030
2.11 Final WQMP	\$7,030
Scope Subtotal	\$94,650
TOTAL PROPOSAL	
	\$169,780

(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 NSLA High School Building - August 1, 2026

Milestones	August	September	October	November	December	Jan. 2027	February	March	April	May	June	July	August	September	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-Cai Construction Budget Preparation															
Near-Cai Construction Agreement															
Arrange Construction Financing															
Commence Construction - 6 mo.															
School Occupancy															

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2026-27

Name: Academy for Academic Excellence
CDS Code: 3675077-3631207
Charter School Number: 127
Allocation Year: 2025-26, 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

The Academy for Academic Excellence utilized Proposition 28 funds to enhance its academic offerings. They continued to offer a Computer Science position and the continued development of their Video production program.

2. Number of full-time equivalent teachers (certificated). 2.0

3. Number of full-time equivalent personnel (classified). 0.0

4. Number of full-time equivalent teaching aides. 0.0

5. Number of students served. 308

6. Number of school sites providing arts education. 1

Date of Approval by Governing Board/Body 9/21/2026 12:00:00 AM

Annual Report Data URL

<https://aae.lewiscenter.org/Our-School/School-Wide-Plans/index.html>

Submission Date 8/26/2026 1:43:06 PM

Proposition 28: Arts and Music in Schools Funding

Final Expenditure Report

Fiscal Year 2026-27

Name: Academy for Academic Excellence

CDS Code: 3675077-3631207

Charter School Number: 127

Allocation Year: 2023-24

Expenditure Period: July 1, 2023 to June 30, 2026

Allocation Amount	\$214,181
Amount Expended	\$214,181
Amount Unexpended	\$0

Submission Date	8/26/2026 1:40:55 PM
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Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2026-27

Name: Norton Science and Language Academy

CDS Code: 3610363-0115808

Charter School Number: 903

Allocation Year: 2025-26, 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

Norton Science & Language Academy (NSLA) has 1 FTE Music Teacher (funded with AMS) and 1 FTE Art Teacher (funded with GF). In 2025-26, NSLA began offering 1 period (.1667 FTE) of Journalism and 1 period (.1667 FTE) of Creative Writing (Poetry) to expand student offerings in the Arts.

2. Number of full-time equivalent teachers (certificated). 1.3

3. Number of full-time equivalent personnel (classified). 0.0

4. Number of full-time equivalent teaching aides. 0.0

5. Number of students served. 168

6. Number of school sites providing arts education. 1

Date of Approval by Governing Board/Body 9/21/2026 12:00:00 AM

Annual Report Data URL

<https://nsla.lewiscenter.org/Our-School/School-Wide-Plans/index.html>

Submission Date 8/26/2026 1:50:35 PM

Proposition 28: Arts and Music in Schools Funding

Final Expenditure Report

Fiscal Year 2026-27

Name: Norton Science and Language Academy

CDS Code: 3610363-0115808

Charter School Number: 903

Allocation Year: 2023-24

Expenditure Period: July 1, 2023 to June 30, 2026

Allocation Amount	\$189,349
Amount Expended	\$189,349
Amount Unexpended	\$0

Submission Date	8/26/2026 1:48:04 PM
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**Lewis Center for Educational Research
STAFF REPORT**

Date: 09/21/2026
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 224 teacher check-ins and 104 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 Anatomy/Physiology and Forensic Science. Some classroom management concerns have emerged with new teachers, so we have implemented coaching to bring our teachers up to standard.

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

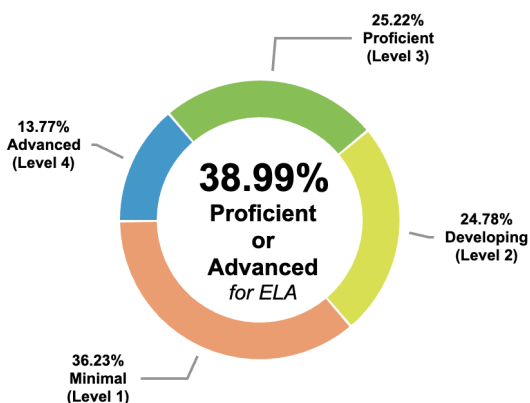
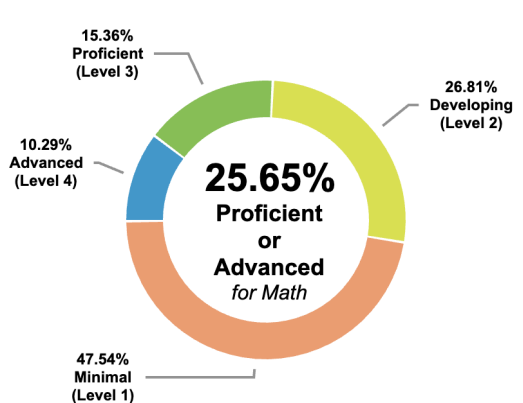
As of Aug 31, 2026 , we have conducted 122 classroom walkthroughs. At NSLA, we are not quantifying quick check-ins, but can report that both VPs as well as Principal have "class visits" intentionally calendared each day. The walkthrough focus in the month of August has been on creating lasting positive and well-structured classroom environments. Specifically, we looked for classes to have well-defined daily procedures where expectations were clear to all, and both teacher and students **consistently** followed through.

Walkthrough themes: All classes have created social contracts in line with our Capturing Kids' Hearts initiative. Implementation of these contracts as well as other CKH strategies remains mostly teacher-driven. Handing that control over to the students is one of our goals and strategies to move us forward in this area will be part of ongoing professional development.

Consistency and intentionality in the strategies we use will also remain a focus in September.

LCER

	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.)	● Summer Trainings: This summer, we had several trainings for staff. ○ CKH: CKH2 training for our CKH1 trained staff, fully attended by 50 LCER staff ○ CKH: CKH Culture Shapers specifically designed for our classified staff at each campus. We had both classified staff and our new teachers attend. ○ Math Training at both campuses for newly adopted curriculum (TK-12 at Norton, 6-12 at AAE) ○ New LCER Teachers received training on the adopted curriculum ○ Toni met with new Ed Specialists for job specific training focusing on caseload management, IEP timelines, SEIS overview and updated compliance requirements. <u>NSLA:</u> ● Academic Leadership Team (ALT) Leads were trained in the use of PARSEC during our first ALT meeting on 8/25. The goal is to now have each lead help their respective teams begin to use PARSEC during planning meetings. ● NSLA continues partnership with Dr. Jose Medina with C6 training September 1st - 3rd. Training included C6 introduction for teachers new to NSLA, Instructional Rounds and Job-embedded coaching. <u>AAE:</u> Throughout the development of the LCAPs, Capturing Kids Hearts has continued to be prioritized. PD for PARSEC and data analysis has been presented to ALT and then shared with our teaching staff. There was safety PD provided by LCER at the all staff meeting. We will be implementing safety team training periodically throughout the school year. <u>LCER:</u> ● Education Specialists at both schools will participate in training on IEP goal writing, facilitated by DM SELPA. The topic of goal writing was identified as an area of need through the CIM process schools completed in Spring of last school year. ● Both schools have partnered with SELPA to provide customized Professional Learning to our TK & Kinder teachers and staff on strategies to support our youngest students with self-regulation. The LCER Leadership Cohort was launched in August. This is a 10-part leadership series hosted by Lisa Lamb at each campus. The projected topics include: ● Leadership Philosophy & Vision ● Self-Awareness & Leadership Styles ● Communication & Difficult Conversations ● Decision Making & Problem Solving ● Building Trust & School Culture ● Data-Informed Leadership ● Leading Change ● Governance, Authorizer/Board Relations & Charter Leadership ● Crisis Leadership ● Reflection

	Each of the 28 participants completed the 6 <i>Working Geniuses</i> assessment. The results will inform September’s workshop on self-awareness and leadership styles.																								
1.3 Strategy: Use verified academic data to inform instructional practices throughout the year (Parsec, iReady, Las Links, DRA, etc.)	• Regular Parsec Reports after every assessment period • iReady Inform (diagnostic) Reading and Math assessments have been administered over the last few weeks in grades 1-8 (AAE) and 2-11 (NSLA). We are seeing 29% of students proficient in reading and 16% in math, which are typical after the summer holidays. Teachers will be analyzing their data at the beginning of September and making some instructional plans based on this data and setting growth goals for D2 administration at the start of December. • We are currently assessing our initial ELPAC students in Kindergarten and any newcomers and will finish up mid-September • We are assessing our 1st and 2nd graders with the mandated Reading Screener and should be finishing up this month. Both schools’ Academic Leadership Teams attended training with Parsec Education. The Parsec Team guided the teacher leaders through the new platform, Clarity. Teachers and administrators can create multiple reports using verified academic data to inform instruction. This data may be used to identify individual, grade-level, or school-wide priority areas. <u>NSLA</u> CAASPP Preview Data: ELA Percentage of students within each achievement level <table border="1"><thead><tr><th>Achievement Level</th><th>Percentage</th></tr></thead><tbody><tr><td>Proficient or Advanced</td><td>38.99%</td></tr><tr><td>Proficient (Level 3)</td><td>25.22%</td></tr><tr><td>Developing (Level 2)</td><td>24.78%</td></tr><tr><td>Minimal (Level 1)</td><td>36.23%</td></tr><tr><td>Advanced (Level 4)</td><td>13.77%</td></tr></tbody></table> VIEW ELA DETAILED TEST RESULTS Mathematics Percentage of students within each achievement level <table border="1"><thead><tr><th>Achievement Level</th><th>Percentage</th></tr></thead><tbody><tr><td>Proficient or Advanced</td><td>25.65%</td></tr><tr><td>Proficient (Level 3)</td><td>15.36%</td></tr><tr><td>Developing (Level 2)</td><td>26.81%</td></tr><tr><td>Minimal (Level 1)</td><td>47.54%</td></tr><tr><td>Advanced (Level 4)</td><td>10.29%</td></tr></tbody></table> VIEW MATH DETAILED TEST RESULTS Fall iReady Reading Data:	Achievement Level	Percentage	Proficient or Advanced	38.99%	Proficient (Level 3)	25.22%	Developing (Level 2)	24.78%	Minimal (Level 1)	36.23%	Advanced (Level 4)	13.77%	Achievement Level	Percentage	Proficient or Advanced	25.65%	Proficient (Level 3)	15.36%	Developing (Level 2)	26.81%	Minimal (Level 1)	47.54%	Advanced (Level 4)	10.29%
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Minimal (Level 1)	47.54%																								
Advanced (Level 4)	10.29%																								

Grade 2		4%	13%	39%	44%	0%	98/100
Grade 3		12%	23%	25%	26%	15%	93/100
Grade 4		7%	2%	49%	18%	24%	97/100
Grade 5		4%	5%	31%	41%	18%	99/100
Grade 6		11%	12%	20%	14%	42%	118/122
Grade 7		11%	16%	18%	11%	44%	124/124
Grade 8		18%	19%	18%	11%	33%	120/123

Fall iReady Math Data:

Grade 2		1%	3%	53%	43%	0%	95/100
Grade 3		3%	6%	52%	28%	11%	98/100
Grade 4		1%	3%	55%	24%	18%	97/100
Grade 5		1%	9%	32%	19%	38%	99/100
Grade 6		3%	11%	34%	17%	35%	117/122
Grade 7		4%	8%	27%	18%	44%	124/124
Grade 8		3%	9%	23%	9%	55%	118/123

August Attendance Data:

36 Lewis Center for Educational Research District 17500 Mana Road, Apple Valley, CA 92307 Generated on 09/07/2026 05:22:42 PM Page 1 of 1				Attendance/Membership Summary Report Start/End Date: 08/05/2026 - 08/31/2026 School(s): 1 Calendar(s): 2 Grade: 06, 07, 08, 09, 10, 11, 12, TK, KG, 01, 02, 03, 04, 05			
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SUMMARY Total Schools: 1 Total Calendars: 2										
	Grade	Count	Student Membership Days	Absent Days	Present Days	ADM	ADA	Unexcused Absences Days	Avg. Daily	Percent In Attendance
	06	122	2243	103	2140	118.05	112.63	46	2.42	95.41%
	07	124	2339	78	2261	123.11	119.00	32	1.68	96.67%
	08	122	2288	84	2204	120.42	116.00	40	2.11	96.33%
	09	81	1493	56	1437	78.58	75.63	21	1.11	96.25%
	10	78	1452	73	1379	76.42	72.58	38	2.00	94.97%
	11	61	1153	47	1106	60.68	58.21	26	1.37	95.92%
	12	42	798	38	760	42.00	40.00	18	0.95	95.24%
	TK	89	1627	174	1453	85.63	76.47	79	4.16	89.31%
	KG	99	1854	147	1707	97.58	89.84	89	4.68	92.07%
	01	101	1919	120	1799	101.00	94.68	78	4.11	93.75%
	02	100	1872	114	1758	98.53	92.53	54	2.84	93.91%
	03	100	1895	120	1775	99.74	93.42	80	4.21	93.67%
	04	100	1883	88	1795	99.11	94.47	60	3.16	95.33%
	05	100	1875	105	1769	98.68	93.11	67	3.53	94.40%
Total	14	1319	24691	1347	23343	1299.53	1228.57	728	38.33	94.54%

School: Norton Science and Language Academy Calendar: 26-27 NSLA 6-12										
	Grade	Count	Student Membership Days	Absent Days	Present Days	ADM	ADA	Unexcused Absences Days	Avg. Daily	Percent In Attendance
	06	122	2243	103	2140	118.05	112.63	46	2.42	95.41%
	07	124	2339	78	2261	123.11	119.00	32	1.68	96.67%
	08	122	2288	84	2204	120.42	116.00	40	2.11	96.33%
	09	81	1493	56	1437	78.58	75.63	21	1.11	96.25%
	10	78	1452	73	1379	76.42	72.58	38	2.00	94.97%
	11	61	1153	47	1106	60.68	58.21	26	1.37	95.92%
	12	42	798	38	760	42.00	40.00	18	0.95	95.24%
Total	7	630	11766	479	11287	619.26	594.05	221	11.64	95.93%

School: Norton Science and Language Academy Calendar: 26-27 NSLA TK-5										
	Grade	Count	Student Membership Days	Absent Days	Present Days	ADM	ADA	Unexcused Absences Days	Avg. Daily	Percent In Attendance
	TK	89	1627	174	1453	85.63	76.47	79	4.16	89.31%
	KG	99	1854	147	1707	97.58	89.84	89	4.68	92.07%
	01	101	1919	120	1799	101.00	94.68	78	4.11	93.75%
	02	100	1872	114	1758	98.53	92.53	54	2.84	93.91%
	03	100	1895	120	1775	99.74	93.42	80	4.21	93.67%
	04	100	1883	88	1795	99.11	94.47	60	3.16	95.33%
	05	100	1875	105	1769	98.68	93.11	67	3.53	94.40%
Total	7	689	12925	868	12056	680.27	634.52	507	26.69	93.28%

AAE

AAE Data

	2025 EOY	2026 EOY	Jan	Feb	Mar	Apr	May	Aug
Secondary Attendance	95.14	94.87	94.6	93.5	94.25	94.70	93.23	96.70
Secondary Tardies (10 or more)			1; Sec 0; Elem	20; Sec 9; Elem	42; Sec 15; Elem	62; Sec 22; Elem	113; Sec 40; Elem	0; Sec 0; Elem
Elementary Attendance	95.17	95.22	95.15	93.03	94.37	95.09	94.79	96.65
Secondary Enrollment	810	801	812	810	806	801	801	809
Elementary Enrollment	674	679	681	681	680	679	679	728
Total Enrollment	1484	1480	1493	1491	1486	1480	1480	1537
ALC's			19	26	29	21	17	1
Suspensions	65	41	7	4	2	2	5	1
Walk Thrus (Progressive)	681	325	261	276	302	325	325	353

iReady Data Fall Reading

Grade	7%	5%	77%	10%	0%	97/100	
Grade 1		7%	5%	77%	10%	0%	97/100
Grade 2		12%	17%	44%	27%	0%	100/100
Grade 3		15%	41%	25%	10%	9%	110/110
Grade 4		12%	13%	50%	9%	17%	109/112
Grade 5		13%	23%	30%	24%	10%	112/112
Grade 6		30%	20%	28%	10%	12%	120/123
Grade 7		23%	18%	24%	13%	22%	117/120
Grade 8		14%	22%	28%	7%	30%	120/122

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.

Projected 2025-2026 CA Dashboard Indicators for both schools, based on most recent data. These are only predictions. 2025-26 Dashboard will be released on October 15, 2026.

AAE	2024-25 Dashboard		2025-26 Dashboard (Projected)		Source	Reason for Color Change
	%	Color Indicator	%	Color Indicator		
Chronic Absenteeism	8.6%	Green	8.4%	Yellow	IC	Medium Performance Level and Maintained with 0.2pts decrease
Suspension Rate	3.2%	Orange	2.0%	Green	IC	Low Performance Level and Declined with 1.2pts decrease
English Learner Progress	37.8%	Orange				
Graduation Rate	100.0%	Blue	98.1%	Blue	IC	Very High Performance Level and Declined with 1.9 ppts decrease
College/Career	66.7%	Green	61.3%	Yellow	IC/Counselors	High Performance Level and Declined with 5.4 ppts decrease
English Language Arts	17.3 pts	Green	25.0 pts	Green	Parsec	High Performance level and increased with 7.7ppts increase
Mathematics	-12.7 pts	Green	-12.0 pts	Yellow	Parsec	Medium Performance level and maintained with 0.7ppts increase
Science	62.6 pts	Green			Parsec	

NSLA	2024-25 Dashboard		2025-26 Dashboard (Projected)		Source	Reason for Color Change
	%	Color Indicator	%	Color Indicator		
Chronic Absenteeism	19.2%	Yellow	19.2%	Orange	IC	High Performance Level and Maintained with 0.0ppts increase
Suspension Rate	5.0%	Yellow	3.2%	Green	IC	Medium Performance Level and Declined with 1.8ppts decrease
English Learner Progress	50.2%	Green				
Graduation Rate	100.0%	No Color	96.2%	Blue	IC	Very High Performance Level and Declined with 3.8ppts decrease
College/Career	36.7%	No Color	46.2%	Green	IC/Counselors	Medium Performance Level and Increased with 9.5ppts increase
English Language Arts	-29.4 pts	Yellow	-24.8 pts	Yellow	Parsec	Low Performance Level and increased with 4.6ppts increase
Mathematics	-73.5 pts	Yellow	-67.5 pts	Yellow	Parsec	Low Performance Level and increased with 6.0ppts increase
Science	47.9 pts	Green			Parsec	

*English Learner Progress predictions not included on the chart due to challenges in understanding how the State measures this indicator. Even with these challenges, we expect both schools to see increases, and AAE should be in Yellow or Green and NSLA will stay in Green.

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

Chronic Absenteeism

AAE 			
2024-25 Month	2024-25 Month End %	2025-26 Month End %	2026-27 Month End %
September	15.9%	8.9%	8.7% in August
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%	17.6% in August
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%	

Behavior/Suspension

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%			
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%			
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%					

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 is continuing to complete the 2025/2026 Fiscal Year Closing. Finance also participated in the first Charter Network Training in August to help identify upcoming Charter changes affiliated with the signing of SB126. SB126 has made a number of items into a law that we will begin addressing this year to make sure our policies are in alignment with the new laws.

- Quarterly Financial Reports have been included in the packet to represent the early financial status of the schools prior to completing the closing of the fiscal year.
- Grant Reporting completed:
 - Art Music in Schools (AMS-Prop 28) Annual Report
 - Expanded Learning Opportunity Program (ELOP) Annual Report
 - Federal Cash Management Report for Period Ending June 30,2026
 - Special Education Annual Subsequent Year Tracking (SYT) Expense Report to assure Maintenance of Effort (MOE) is followed.
 - Comprehensive Support and Improvement (CSI) Report
 - Educator Effectiveness Funds (EEF) Annual Expense Report (final)
 - Student Support and Professional Development Discretionary Block Grant (SSPDDBG) Annual Expense Report
 - Arts, Music and Instructional Materials Block Grant (AMIMBG) Annual Report

(final)

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

AAE Teacher Retention Information				
	2024/2025	2025/2026	2026/2027	2027/2028
Total Teacher Assignments	70	71	75	
Total Separations From Prior Year	7	6	12	
Total Teaching Positions Added	1	1	4	
Total Internal Hired Teachers	6	3	2	
Total External Hired Teachers	2	4	14	
Total Vacant Teacher Positions	0	0	0	
*** Includes SPED Pull in/Push Out, Excludes Admin Teaching Student Assistants and/or homeroom				
*** Information reported as of 1st day of school				

	<table><tr><th>NSLA Teacher Retention Information</th><th></th><th></th><th></th><th></th></tr><tr><th></th><th>2024/2025</th><th>2025/2026</th><th>2026/2027</th><th>2027/2028</th></tr><tr><td>Total Teacher Assignments</td><td>64</td><td>69</td><td>72</td><td></td></tr><tr><td>Total Separations From Prior Year</td><td>8</td><td>6</td><td>6</td><td></td></tr><tr><td>Total Teaching Positions Added</td><td>4</td><td>4</td><td>4</td><td></td></tr><tr><td>Total Internal Hired Teachers</td><td>6</td><td>3</td><td>0</td><td></td></tr><tr><td>Total External Hired Teachers</td><td>6</td><td>4</td><td>11</td><td></td></tr><tr><td>Total Vacant Teacher Positions</td><td>0</td><td>3</td><td>1</td><td></td></tr><tr><td colspan="5">*** Includes SPED Pull in/Push Out, Excludes Admin Teaching Student Assistants and/or homeroom</td></tr><tr><td colspan="5">*** Information reported as of 1st day of school</td></tr></table>	NSLA Teacher Retention Information						2024/2025	2025/2026	2026/2027	2027/2028	Total Teacher Assignments	64	69	72		Total Separations From Prior Year	8	6	6		Total Teaching Positions Added	4	4	4		Total Internal Hired Teachers	6	3	0		Total External Hired Teachers	6	4	11		Total Vacant Teacher Positions	0	3	1		*** Includes SPED Pull in/Push Out, Excludes Admin Teaching Student Assistants and/or homeroom					*** Information reported as of 1st day of school				
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*** Information reported as of 1st day of school																																																			
2.4 Strategy: Consistently review staff compensation and benefits throughout the organization to attract and retain high-quality staff.	• 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	NSLA's Charter Renewal Petition was submitted to San Bernardino County Superintendent of Schools and the County Board of Education on August 10th. The Public Hearing will be held at the Dorothy Ingram Center on September 14th at 1pm. Mrs. Agosto, Mrs. Preciado, Dr. Lamb, and 6 high school students will present NSLA's academic case for renewal. The Board of Education will vote on the renewal on November 9th. Many students, staff, and families will attend the vote. AAE's Charter Renewal Petition will be submitted to the Apple Valley Unified School District Superintendent and Board on September 10th at the District Office at 5pm. The Public Hearing is projected to be held on October 1st with the vote on December 10th. AAE will have many students, staff, and families present for the vote.																																																		

	David Gruber, Annalee Carrillo, and Lisa Lamb attended the SBCSS Charter Network Meeting on August 26th. Representatives from CDE and various SBCSS Departments presented new legislation and available resources to authorizers and charter leaders.
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.	Both schools held their Back to School Nights with strong turnouts during the week of August 10th. During these nights, families met with administration, visited classrooms, and engaged with multiple departments. Support was available for the main communication platforms of Infinite Campus and Parent Square. Teachers also shared information on volunteer opportunities and Google Classroom access.
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	<u>AAE</u> Principal's Cabinet: We met on 8/27/26. We introduced new 9th grade members. We are currently focused on dress code concerns, building a Hollywood-type AAE sign for the mountains behind our campus, and conveying information between the cabinet and our students to build student voice.

Leadership groups, parent/community forums, etc.)	ALT: Last week we had Parsec present to our team so that we can mine data and share with our staff. ALT is implementing PLC strategies that pertain to scope, sequence, essential standards and modifying our mission statement. SSC/ELAC: We are looking to bring in new members to replace some that have either graduated or ended their term. First meeting is in October. PTC: Elementary catalog sale on Sept 9th. School Cents Program fundraiser through the Mall of Victor Valley. Skate Night on Sept 14th. Next PTC Meeting is on Sept 9th in the MPR Lounge at 5:30 pm <u>NSLA</u> • PTO met with the admin. team as we always do at the beginning of the school year. A full calendar of fun activities is planned. From last Friday's 66ers Family Night to June's Senior events, PTO is partnering with us to make sure our students & families have a lot to look forward to. • Our first Cafecito/ELAC and Principal's Cabinet meetings will be happening this coming week. First on each agenda is getting parent & student feedback on NSLA's evolving Mission Statement. The Lewis Center Ambassadors have had a successful summer and back-to-school. For the first time ever, both AAE and NSLA have Ambassador teams of 10 students each. This year's Ambassadors team is very strong. Collectively, to date this school year, they have hosted Blood Drives, attended National Night Out, supported recruitment and back-to-school events, attended the Apple Valley Drug Prevention Coalition, received prestigious appointments such as Supervisor Joe Baca's Student Advisory Council, presented to the San Bernardino County Board of Education, and much more. The Ambassadors have also committed to working with the school Counseling Departments and Senior Advisors to host scholarship workshops for all AAE/NSLA Seniors. This will help them apply for internal scholarships through the Lewis Center Foundation, as well as external scholarships.
Accomplishments and Highlights	
Four NSLA students were selected to participate in Fifth District Supervisor Joe Baca's Youth Advisory Council for the 2026-2027 school year. AAE's SFJROTC had the privilege to participate in the ribbon cutting ceremony for NASA/JPL's Deep Space 23 antenna. AAE Ambassadors were asked to be presenters at the Apple Valley Drug Prevention Coalition for the month of September. These students will present on data they collected themselves amongst their peers and community leaders at the coalition. NSLA Ambassadors collaborated with the 66ers on their Beyond the Backpack event where they provided fun rocket goodies and information on enrollment.	
Facilities Projects	
AAE • Remodel room N103 to create 2 spaces for speech • We have 2 slab leaks that are scheduled for repair • Provide an electrical circuit to the snackbar • Run electrical to mineral city to support additional rhombus cameras	

- New building for science labs
 - Working with David Evans & Associates on the Civil Engineering
 - We're in process of selecting an Architect

NSLA

Shade structure installation was delayed due to Building Department corrections and contractor engineering delays. Corrections were completed 8/12, and plans were resubmitted 8/13. Target installation: Fall Break.

LCER

The carpet was replaced in the observatory at AVCI over the summer.

Upcoming Dates

AAE

- 9/11 8:30 am 9/11 Assembly
 - 9/12 LCER Foundation Gala
 - 9/17 AAE Lottery
 - 9/18 Board/Exec CKH PD Training
 - 9/19 1st Saturday WIN Day
 - 9/19 Hesperia Days Parade - Band
 - 9/21 LCER Board Meeting
 - 9/22 PLC CAPS Training
 - 9/23 Blood Drive AAE Gym
 - 9/25 Parents and Pastries
 - 10/1 AAE Charter Presentation @ AVUSD Board Meeting
 - 10/3 Saturday WIN Day
 - Fall Break Oct. 10-18th
 - 10/23 Fall Festival
-

NSLA

- 9/11 ... 9/11 Tribute 8:30 am
 - 9/12 ... LCER Gala
 - 9/14 ... Elementary CAASPP Recognition 8:30 am
 - 9/15 ... Secondary CAASPP Recognition 8:30 am, middle school / 9:15 am, high school
 - 9/15 ... NASA in Your Neighborhood 1:30 pm
 - 9/18 ... Fall Picture Day
 - 9/18 ... PTO Fundraiser / Burger Point
 - 9/21 ... LCER Board Meeting
 - 9/23 ... Fall College Fair 11:30 am
 - 9/23 ... TK-12 Staff Meeting 2:45 pm
 - 9/24 ... Monthly New Teacher Check-in 3:45 pm
 - 9/25 ... Middle School Dance 5:00 pm
 - 9/30 ... Family Voices Series / Planning for Next Year: A Look at the Master Schedule 5:30 pm
-

LCER

- 8/10 - AAE Charter Renewal Submission, Apple Valley Unified School Board
- 9/14 - NSLA Charter Public Hearing, San Bernardino County Board of Education
- 9/14 and 15 - NASA in Your Neighborhood Speaker Series, Sooman Han, Yale University (science/career talks to be given at JPL, AAE, and NSLA)
- 9/18 - Capturing Kids Hearts Board and Executive Team Training, held at AAE
- 10/1 - AAE Charter Public Hearing, Apple Valley Unified School Board
- 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 8/1/2026 Through 8/31/2026

Effective D...	Check Nu...	Vendor Name	Check Amount	Transaction Description
8/4/2026	57873	SBCSS	34,777.47	NSAA PERS contributions for July
8/4/2026		SBCSS	93,993.06	LCER/AEE - PERS contributions for July
8/4/2026	57874	SBCSS	31,151.84	NSAA STRS contributions for July
8/4/2026		SBCSS	56,267.46	LCER/AEE - STRS contributions for July
8/11/2026	57929	AmTab	112,212.10	PO 2526-1414-AEE
8/11/2026		AmTab	112,646.00	PO 2526-1415-NSLA
8/11/2026	57934	Capturing Kids Hearts	36,400.00	PO 2627-0013-AEE / PO 2627-0014-NSLA
8/11/2026	57943	Emergent	10,355.00	PO 2627-0296-LCER
8/11/2026	57949	JAMF Software	22,838.00	PO 2627-0374-LCER
8/11/2026	57952	KNC Construction Inc.	22,926.00	PO 2526-1585-NSLA
8/11/2026	57953	McGraw Hill LLC	122,644.27	PO 2627-0006-AEE
8/11/2026	57959	SISC	367,390.65	Health Coverage for August 2026
8/11/2026	57964	Waxie Sanitary Supply	10,741.44	Account #19979 1
8/14/2026	345		300,680.71	Group: Payroll; Pay Date: 8/14/2026
8/14/2026	346		470,509.68	Group: 11mo Payroll; Pay Date: 8/14/2026
8/18/2026	58013	CharterSAFE	77,078.00	August Premium
8/18/2026	58014	CharterSAFE	77,078.00	September Premium
8/18/2026	58025	Southern California Edi...	20,157.09	Account #700281016926
8/18/2026		Southern California Edi...	21,056.01	Account #700119778270
8/18/2026	58027	SchoolsFirst Federal C...	11,553.52	Employee TSA contributions - August 15, 2026
8/19/2026	58034	US Bank	38,722.93	Account #4148 4400 7955 5648
8/21/2026	58063	NextGenMath, LLC	10,317.00	PO 2526-1270-NSLA
8/21/2026	58066	Solution Tree	10,500.00	PO 2627-0044-AEE
8/21/2026		Solution Tree	10,500.00	PO 2627-0045-NSLA
8/25/2026	58073	Liberty Utilities	10,507.96	Account #200006543900
8/25/2026		Liberty Utilities	12,079.01	Account #200006543934
8/25/2026	58081	Paradigm Math	123,909.75	PO 2627-0023-NSLA
8/25/2026		Paradigm Math	261,752.55	PO 2627-0024-NSLA
8/25/2026	58084	Solution Tree	12,000.00	PO 2526-1471-NSLA
8/31/2026	347		385,906.28	Group: Payroll; Pay Date: 8/31/2026
8/31/2026	348		448,231.96	Group: 11mo Payroll; Pay Date: 8/31/2026
Report Total			3,336,883.74	

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

2025-2026				
Note - Revenue Reported is % of Budgeted Revenue Earned		Current Period		
	Total Budget \$ - Revised	Actual thru August	Remaining Budget	Percent Remaining
Revenue		Annual Budgeted Revenue		
Revenue	47,259,881	1,365,192	45,894,689	97.11%
Expense				
Certificated Salaries	17,610,820	1,805,159	15,805,661	89.75%
Classified Salaries	6,781,561	882,338	5,899,223	86.99%
Benefits	9,668,609	1,047,295	8,621,314	89.17%
Books and Supplies	2,771,261	677,348	2,093,913	75.56%
Services & Other	10,049,247	1,171,852	8,877,395	88.34%
Capital Outlay	265,500	150,708	114,792	43.24%
Other Outgo	0	0	0	N/A
Share of LCER	0	0	0	N/A
Total Expense	47,146,998	5,734,700	41,412,298	87.84%
Add (Subtract) to Reserves	112,883	(4,369,508)	4,482,391	
Total Revenue	47,259,881	1,365,192	45,894,689	2.89%
Total Expense	47,146,998	5,734,700	41,412,298	12.16%
Add (Subtract) to Reserves	112,883	-4,369,508	4,482,391	

Note - Revenue Reported is % of	
Budgeted Revenue Earned	
Revenue	
Revenue	
Expense	
Certificated Salaries	
Classified Salaries	
Benefits	
Books and Supplies	
Services & Other	
Capital Outlay	
Other Outgo	
Share of LCER	
Total Expense	
Add (Subtract) to Reserves	
Total Revenue	
Total Expense	
Add (Subtract) to Reserves	

AAE - Budget Comparison 2025/26 to 2026/27

2025-2026				
Note - Revenue Reported is % of Budgeted Revenue Earned				
Revenue		Current Period		
	Total Budget \$ - Revised	Actual thru August	Remaining Budget	Percent Remaining
		Annual Budgeted Revenue		
Revenue	21,753,674	597,864	21,155,810	97.25%
Expense				
Certificated Salaries	8,217,528	839,353	7,378,175	89.79%
Classified Salaries	2,259,898	253,334	2,006,564	88.79%
Benefits	4,137,609	412,841	3,724,768	90.02%
Books and Supplies	1,336,843	338,892	997,951	74.65%
Services & Other	2,841,498	302,280	2,539,218	89.36%
Capital Outlay	160,000	124,423	35,577	22.24%
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	2,504,232	19,232,100	88.48%
Add (Subtract) to Reserves	17,342	(1,906,368)	1,923,710	
Total Revenue	21,753,674	597,864	21,155,810	2.75%
Total Expense	21,736,332	2,504,232	19,232,100	11.52%
Add (Subtract) to Reserves	17,342	-1,906,368	1,923,710	

2026-2027

Note - Revenue Reported is % of Budgeted Revenue Earned	Current Period Actual			
	Total Budget \$ - Original	thru August	Remaining Budget	Percent Remaining
Revenue	Annual Budgeted Revenue			
Revenue	23,877,982	4,202,004	19,675,978	82.40%
Expense				
Certificated Salaries	9,057,716	948,125	8,109,591	89.53%
Classified Salaries	2,514,891	268,182	2,246,709	89.34%
Benefits	4,580,404	467,014	4,113,390	89.80%
Books and Supplies	1,338,764	594,315	744,449	55.61%
Services & Other	2,864,133	448,025	2,416,108	84.36%
Capital Outlay	211,058	150,921	60,137	28.49%
Other Outgo	0	0	0	N/A
Share of LCER	2,974,394	495,732	2,478,662	83.33%
Total Expense	23,541,360	3,372,314	20,169,046	85.67%
Add (Subtract) to Reserves	336,622	829,690	(493,068)	

Total Revenue	23,877,982	4,202,004	19,675,978	17.60%
Total Expense	23,541,360	3,372,314	20,169,046	14.33%
Add (Subtract) to Reserves	336,622	829,690	-493,068	

NSLA - Budget Comparison 2025/26 to 2026/27

2025-2026

Note - Revenue Reported is % of Budgeted Revenue Earned

Revenue	Total Budget \$ - Revised	Current Period		Percent Remaining
		Actual thru August	Remaining Budget	
Revenue	25,283,941	759,343	24,524,598	97.00%
Expense				
Certificated Salaries	8,445,053	818,220	7,626,833	90.31%
Classified Salaries	2,064,970	243,837	1,821,133	88.19%
Benefits	3,886,251	382,203	3,504,048	90.17%
Books and Supplies	1,393,968	333,789	1,060,179	76.05%
Services & Other	6,578,928	750,121	5,828,807	88.60%
Capital Outlay	75,000	9,285	65,715	87.62%
Other Outgo	0	0	0	N/A
Share of LCER	2,812,526	468,754	2,343,772	83.33%
Total Expense	25,256,696	3,006,209	22,250,487	88.10%
Add (Subtract) to Reserves	27,245	(2,246,866)	2,274,111	
Total Revenue	25,283,941	759,343	24,524,598	3.00%
Total Expense	25,256,696	3,006,209	22,250,487	11.90%
Add (Subtract) to Reserves	27,245	-2,246,866	2,274,111	

2026-2027

Note - Revenue Reported is % of Budgeted Revenue Earned

	Current Period			
	Total Budget \$ - Original	Actual thru August	Remaining Budget	Percent Remaining
Revenue		Annual Budgeted Revenue		
Revenue	27,240,069	3,642,519	23,597,550	86.63%
Expense				
Certificated Salaries	9,121,641	942,537	8,179,104	89.67%
Classified Salaries	2,325,380	278,855	2,046,525	88.01%
Benefits	4,258,360	445,787	3,812,573	89.53%
Books and Supplies	1,259,180	254,567	1,004,613	79.78%
Services & Other	6,612,587	787,535	5,825,052	88.09%
Capital Outlay	175,849	148,228	27,621	15.71%
Other Outgo	0	0	0	N/A
Share of LCER	2,978,786	496,464	2,482,322	83.33%
Total Expense	26,731,783	3,353,972	23,377,811	87.45%
Add (Subtract) to Reserves	508,286	288,547	219,739	

Total Revenue	27,240,069	3,642,519	23,597,550	13.37%
Total Expense	26,731,783	3,353,972	23,377,811	12.55%
Add (Subtract) to Reserves	508,286	288,547	219,739	

LCER - Budget Comparison 2025/26 to 2026/27

2025-2026

Note - Revenue Reported is % of Budgeted Revenue Earned

Total Budget \$ - Revised	Current Period Actual		Remaining Budget	Percent Remaining
	thru August			
Revenue	Annual Budgeted Revenue			
Revenue	222,266	7,984	214,282	96.41%
Expense				
Certificated Salaries	948,239	147,586	800,653	84.44%
Classified Salaries	2,456,693	385,166	2,071,527	84.32%
Benefits	1,644,749	252,251	1,392,498	84.66%
Books and Supplies	40,450	4,667	35,783	88.46%
Services & Other	628,821	119,451	509,370	81.00%
Capital Outlay	30,500	17,000	13,500	44.26%
Other Outgo	0	0	0	N/A
Share of LCER	(5,595,482)	(701,862)	(4,893,620)	
Total Expense	153,970	224,259	(70,289)	-45.65%
Add (Subtract) to Reserves	68,296	(216,275)	284,571	
Total Revenue	222,266	7,984	214,282	3.59%
Total Expense	153,970	224,259	-70,289	145.65%
Add (Subtract) to Reserves	68,296	-216,275	284,571	

2026-2027

Note - Revenue Reported is % of Budgeted Revenue Earned

	Total Budget \$ - Original	Current Period Actual		Remaining Budget	Percent Remaining
		thru August			
Revenue		Annual Budgeted Revenue			
Revenue	190,000	16,414		173,586	91.36%
Expense					
Certificated Salaries	835,830	147,105		688,725	82.40%
Classified Salaries	2,789,292	431,309		2,357,983	84.54%
Benefits	1,732,846	266,263		1,466,583	84.63%
Books and Supplies	53,498	1,667		51,831	96.88%
Services & Other	626,115	79,620		546,495	87.28%
Capital Outlay	31,500	5,073		26,427	83.90%
Other Outgo	0	0		0	N/A
Share of LCER	(5,953,180)	(992,197)		(4,960,983)	83.33%
Total Expense	115,901	(61,160)		177,061	152.77%
Add (Subtract) to Reserves	74,099	77,574		(3,475)	
Total Revenue	190,000	16,414		173,586	8.64%
Total Expense	115,901	-61,160		177,061	-52.77%
Add (Subtract) to Reserves	74,099	77,574		-3,475	

Lewis Center Foundation
(LCF) Lewis Center Foundation, Period Ending 08/31/2026

RECONCILIATION REPORT

Reconciled on: 09/03/2026

Reconciled by: Sam Gonzalez

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

Summary

USD

Statement beginning balance.....	312,505.49
Checks and payments cleared (10).....	-10,807.23
Deposits and other credits cleared (22).....	28,720.66
Statement ending balance.....	<u>330,418.92</u>
Uncleared transactions as of 08/31/2026.....	-21,989.68
Register balance as of 08/31/2026.....	<u>308,429.24</u>

Details

Checks and payments cleared (10)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/23/2026	Check	0409	San Bernardino Valley College	-1,500.00
07/24/2026	Check	0410	Samantha Gonzalez	-19.98
07/24/2026	Expense		LCER	-5,000.00
08/05/2026	Expense		US Bank	-117.61
08/10/2026	Expense		LCER	-31.85
08/10/2026	Expense		US Bank	-521.51
08/13/2026	Check	0413	Joseph Flores	-600.00
08/13/2026	Check	0411	San Bernardino Valley College	-2,500.00
08/13/2026	Check	0412	University of Redlands	-500.00
08/24/2026	Check	0414	Samantha Gonzalez	-16.28
Total				-10,807.23

Deposits and other credits cleared (22)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/06/2026	Deposit		Square Transfer	486.85
08/07/2026	Deposit		Bank Deposit	100.00
08/07/2026	Deposit		Bank Deposit	3,172.77
08/07/2026	Deposit		Stripe	1,280.37
08/09/2026	Deposit		Square Transfer	584.10
08/10/2026	Deposit		Paypal Transfer	52.70
08/11/2026	Deposit		Square Transfer	97.25
08/12/2026	Deposit		Square Transfer	97.25
08/13/2026	Deposit		Square Transfer	681.05
08/14/2026	Deposit		Stripe	3,437.68
08/14/2026	Deposit			764.60
08/16/2026	Deposit		Square Transfer	97.25
08/18/2026	Deposit		Square Transfer	389.45
08/21/2026	Deposit		Bank Deposit	3,250.00
08/21/2026	Deposit			7,963.41
08/24/2026	Deposit		Square Transfer	97.25
08/24/2026	Deposit		Bank Deposit	130.00
08/24/2026	Deposit		Bank Deposit	3,750.00
08/24/2026	Deposit		Paypal Transfer	28.61
08/26/2026	Deposit		Square Transfer	291.75
08/28/2026	Deposit		Stripe	1,223.07
08/31/2026	Deposit			745.25
Total				28,720.66

Additional Information

Uncleared checks and payments as of 08/31/2026

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
Total				-21,989.68



\$8,345,000

California Enterprise Development Authority
Charter School Revenue Bonds
(Academy for Academic Excellence Project)
Tax-Exempt Series 2020A

CUSIP

7/1/2040: 13069AAA6
7/1/2050: 13069AAB4
7/1/2055: 13069AAC2

\$1,020,000

California Enterprise Development Authority
Charter School Revenue Bonds
(Academy for Academic Excellence Project)
Taxable Series 2020B

CUSIP

7/1/2028: 13069AAD0

Quarterly Report – June 30, 2026



1. Unaudited Financial Statements and Other Financial Information

Unaudited financial statements and other financial information, including a statement of revenues and expenses and a statement of revenues and expenses and a balance sheet, each in comparative form, to the extent practicable, with the financial figures from the corresponding period in the preceding Fiscal Year.

The unaudited financial statements and other financial information are provided in Appendix I.

2. Student Enrollment

The student enrollment number for the most recently completed quarter.

The student enrollment number is provided in Appendix II.

3. Capital Improvements Report

For each Quarterly Report, commencing with the report for the quarter ending March 31, 2020, through and including the month in which the Capital Improvements (as defined in the Limited Offering Memorandum) are completed, the Borrower, or upon delivery to the Dissemination Agent, the Dissemination Agent, shall provide to EMMA a report indicating the percentage of the Capital Improvements completed as of the end of the previous month, the then-contemplated timeline for completion of the Capital Improvements, and a description of any changes in anticipated timing or cost from the construction report for the prior month.

The capital improvements were completed on May 27, 2021.

4. Charter School Contract Changes

A description of any Charter School Contract renewal application submitted and expected timeline for a decision on such application, if any, and a description of a decision on any Charter School Contract renewal application received, if any, during such quarter.

None.

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5. Budget (For quarter ending June 30)

The Quarterly Report for each quarter ending June 30 shall include a copy of the proposed annual operating budget for the School for the succeeding Fiscal Year as submitted to the California Department of Education.

The budget for FY 2026-27 is provided in Appendix III.

6. Notice of Charter Non-Compliance

Unless previously disseminated, the next Quarterly Report to be disseminated shall contain a copy or complete description of any notice, report or communication with respect to charter non-compliance that would allow the Lessee's charter authorizer to begin any process or proceedings toward charter revocation or which indicate an intent not to renew any such charter.

None.

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Appendix I
Unaudited Financial Statements



Academy for Academic Excellence
Statement of Financial Position
As Of June 30, 2026



	July 1, 2025	June 30, 2026
ASSETS		
Current Assets		
Cash and Cash Equivalents	\$ 12,756,634	\$ 10,357,685
Cash held in Trust	\$ -	-
Accounts Receivable	1,380,825	4,597,851
Intracompany Receivable	-	-
Laptop Lease Receivable	-	-
Laptop Inventory	-	-
Prepaid Expenses	98,217	151,301
Total Current Assets	14,235,676	15,106,837
Non-Current Asset		
Lease Payment Receivable - Long Term	-	-
Right of Use, Operating Lease	88,842	53,705
Right of Use, Finance Lease	7,932,704	7,668,281
Unamortized Debt Issuance Costs	-	-
Total Non-Current Assets	8,021,546	7,721,986
Capital Assets		
Non-depreciable Assets	-	-
Depreciable Assets	3,851,395	4,013,914
Accumulated Depreciation	(395,830)	(558,752)
Total Capital Assets	3,455,565	3,455,161
TOTAL ASSETS	25,712,788	26,283,984
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current Liabilities		
Current Portion of Long Term Liabilities	-	-
Accrued Payroll and Payroll Expenses	31,205	-
Line of Credit	-	-
Accounts Payable	648,647	271,381
Deferred Revenue	-	-
Due to Government Grantor	1,503,921	-
Operating lease liability, current portion	34,614	35,137
Finance lease liability, current portion	130,000	135,000
Due to Student Groups	-	-
Total Current Liabilities	2,348,386	441,518
Non-Current Liabilities		
Operating Lease Liability, Net Current portion	-	-
Finance lease liability, net of current portion	-	-
Long Term Liabilities		
Interest Rate Swap Agreement	-	-
Voluntary Retirement & OPEB, Less Current Portion	-	-
Laptop Capital Lease Payments Less Current Portion	-	-
Copier lease liability, Less Current Portion	54,228	18,568
Finance lease liability, net of current portion	8,635,000	8,495,000
Total Long-Term Liabilities	8,689,228	8,513,568
TOTAL LIABILITIES	11,037,614	8,955,086
NET ASSETS		
Unrestricted	14,675,173	17,328,899
Temporarily Restricted	-	0
Permanently Restricted	-	-
TOTAL NET ASSETS	14,675,173	17,328,899
TOTAL LIABILITIES AND NET ASSETS	25,712,788	26,283,984



Academy for Academic Excellence

As of 4/1/2026 - 6/30/2026



		Current Period	YTD Actual	Total Budget	Remaining Budget	PY Actual
Revenue						
Revenue						
Revenue	4000	11,456,171.58	24,446,735.92	21,633,674.00	(2,813,061.92)	21,551,336.29
Revenue - Interest	4100	33,339.30	132,388.23	120,000.00	(12,388.23)	145,995.26
Transfers Received	4990	(459,308.24)	(459,308.24)	0.00	459,308.24	(621,728.78)
Total Revenue		<u>11,030,202.64</u>	<u>24,119,815.91</u>	<u>21,753,674.00</u>	<u>(2,366,141.91)</u>	<u>21,075,602.77</u>
Total Revenue		<u>11,030,202.64</u>	<u>24,119,815.91</u>	<u>21,753,674.00</u>	<u>(2,366,141.91)</u>	<u>21,075,602.77</u>
Expenditures						
Cert Salaries						
Foundation Bonus	5000	0.00	0.00	0.00	0.00	0.00
Certificated Salaries	5100	1,951,999.08	7,453,217.91	7,623,383.00	170,165.09	7,195,032.87
Cert - Hourly	5102	25,100.53	95,779.22	76,720.00	(19,059.22)	39,488.40
Cert - Subs	5103	96,996.42	336,714.06	316,250.00	(20,464.06)	277,482.29
Cert - Supplemental	5104	40,114.52	97,088.04	57,600.00	(39,488.04)	85,194.48
Cert - Stipend	5105	48,003.29	186,607.38	153,575.00	(33,032.38)	167,125.55
Cert - OT	5106	<u>146.25</u>	<u>669.38</u>	<u>1,000.00</u>	<u>330.62</u>	<u>217.51</u>
Total Cert Salaries		2,162,360.09	8,170,075.99	8,228,528.00	58,452.01	7,764,541.10
Class Salaries						
Classified Salaries	5110	161,237.03	715,774.36	795,655.00	79,880.64	835,399.35
Class - Hourly	5112	380,510.01	1,438,716.65	1,458,241.00	19,524.35	1,216,787.79
Class - Subs	5113	38,452.50	131,327.19	106,818.00	(24,509.19)	158,975.70
Class - Supplemental	5114	13,734.16	35,500.72	25,000.00	(10,500.72)	33,190.19
Class - Stipend	5115	1,710.00	3,488.60	2,000.00	(1,488.60)	3,510.14
Class - OT	5116	<u>4,416.44</u>	<u>17,867.42</u>	<u>20,000.00</u>	<u>2,132.58</u>	<u>12,495.04</u>
Total Class Salaries		600,060.14	2,342,674.94	2,407,714.00	65,039.06	2,260,358.21
Benefits						
Employee Benefits	5200	410,088.43	1,431,165.95	1,419,233.00	(11,932.95)	1,418,876.58
STRS	5201	346,755.35	1,378,123.54	1,399,726.00	21,602.46	1,325,406.78
PERS	5202	189,931.17	721,633.94	725,332.00	3,698.06	661,477.16
Apple Retirement	5203	2,310.46	8,537.47	10,000.00	1,462.53	9,634.42
SS Classified	5204	42,510.39	165,559.98	171,203.00	5,643.02	158,107.34
Medicare	5205	38,345.86	146,239.65	151,925.00	5,685.35	139,790.93
SUI Classified	5208	1,334.40	5,206.79	5,740.00	533.21	5,008.90
Workers Comp	5209	<u>27,367.34</u>	<u>104,171.75</u>	<u>114,040.00</u>	<u>9,868.25</u>	<u>98,977.10</u>
Total Benefits		1,058,643.40	3,960,639.07	3,997,199.00	36,559.93	3,817,279.21
Supplies						
Approved Text Books	5300	374.97	273,995.28	275,000.00	1,004.72	80,679.21
Classroom Books	5301	3,307.29	7,797.47	67,375.00	59,577.53	3,464.31
Class Supplies	5320	1,662.10	43,202.16	77,424.00	34,221.84	73,294.06
Other Supplies	5322	54,067.34	173,143.44	165,900.00	(7,243.44)	211,636.32
Equipment (under 5K)	5325	18,545.74	24,715.65	24,500.00	(215.65)	47,796.62
Reimbursables	5327	13,637.10	33,783.46	75,000.00	41,216.54	40,269.87
Food	5360	311,263.94	913,095.21	750,000.00	(163,095.21)	779,049.84
Office Supplies	5530	5,363.80	28,638.83	41,300.00	12,661.17	39,814.39
Postage	5540	0.00	470.73	2,500.00	2,029.27	61.96
Computers	6210	17,932.91	58,820.85	46,500.00	(12,320.85)	453,928.70
Software	6220	12,559.89	140,632.88	135,000.00	(5,632.88)	244,465.59
Furniture	6230	6,974.72	19,183.54	16,000.00	(3,183.54)	169,207.21
Books, Media, Library	6240	<u>380.45</u>	<u>3,574.77</u>	<u>4,000.00</u>	<u>425.23</u>	<u>16,878.52</u>
Total Supplies		446,070.25	1,721,054.27	1,680,499.00	(40,555.27)	2,160,546.60



Academy for Academic Excellence

As of 4/1/2026 - 6/30/2026



		Current Period	YTD Actual	Total Budget	Remaining Budget	PY Actual
Services						
Employee Admin	5220	2,413.00	3,544.13	3,000.00	(544.13)	2,149.02
Testing	5331	26,423.02	35,391.82	22,626.00	(12,765.82)	6,570.32
Fundraising	5335	0.00	0.00	0.00	0.00	271.16
Referees	5340	3,000.00	22,500.00	19,500.00	(3,000.00)	13,500.00
Field Trip	5350	34,604.51	52,861.94	30,000.00	(22,861.94)	12,719.63
Travel	5400	945.75	4,216.28	10,218.00	6,001.72	3,486.15
Training and Conferences	5410	17,225.80	118,953.80	117,560.00	(1,393.80)	58,730.66
Other Services	5412	73,186.79	182,677.46	150,000.00	(32,677.46)	64,086.47
Dues and Memberships	5420	550.00	22,872.96	24,825.00	1,952.04	52,503.76
AVUSD Fees	5421	20,421.70	20,421.70	19,122.00	(1,299.70)	0.00
S B Co Fees	5422	4,680.00	5,030.00	10,000.00	4,970.00	2,430.00
LCER Management Fee	5423	2,289,145.00	2,289,145.00	2,230,979.00	(58,166.00)	0.00
Banking fees	5425	140.99	402.92	262.00	(140.92)	683.97
Insurance	5430	(94,714.20)	184,851.40	280,000.00	95,148.60	290,063.21
Legal Fees	5440	2,579.25	55,908.64	65,000.00	9,091.36	9,088.50
Consulting	5441	72,248.00	245,215.87	250,000.00	4,784.13	26,532.63
Consulting/Sub Agreements	5442	132,405.00	231,490.00	150,000.00	(81,490.00)	60,719.50
Trash-Sewer	5460	16,990.56	62,407.27	67,500.00	5,092.73	50,359.25
Gardening	5470	4,740.29	18,051.84	20,000.00	1,948.16	16,607.68
Janitorial	5480	16,744.73	67,306.71	95,000.00	27,693.29	65,047.66
Pest Control	5490	3,071.95	4,526.03	2,500.00	(2,026.03)	1,416.00
Security	5500	1,980.93	28,634.86	27,500.00	(1,134.86)	16,150.45
Telephone	5510	12,198.27	53,688.66	41,880.00	(11,808.66)	39,425.23
Utilities	5520	122,203.35	397,584.02	400,000.00	2,415.98	307,161.72
Copier	5531	18,140.32	68,097.76	60,000.00	(8,097.76)	44,673.04
Emergency-First Aid	5532	0.00	3,065.20	7,500.00	4,434.80	3,809.18
Bank Fees	5533	0.00	1,500.00	1,500.00	0.00	1,952.53
Rental - Leases	5550	-464,311.17	-126,902.67	594,150.00	721,052.67	447,856.66
Advertising - Marketing	5561	6,700.66	8,123.74	15,000.00	6,876.26	995.00
Public Relations	5562	4,388.98	6,696.76	15,000.00	8,303.24	0.00
Special Events	5563	7,270.04	15,154.90	20,000.00	4,845.10	5,700.18
Facilities - Maintenance	6010	50,008.97	130,147.88	120,000.00	(10,147.88)	92,779.86
Auto	6110	1,867.25	5,710.12	5,000.00	(710.12)	0.00
Bus	6115	55,193.30	88,092.72	50,000.00	(38,092.72)	66,007.50
Equipment Repairs	6205	1,591.90	84,237.06	102,500.00	18,262.94	61,883.45
Total Services		2,444,034.94	4,391,606.78	5,028,122.00	636,515.22	1,825,360.37
Capital Exp						
Construction	5600	0.00	0.00	0.00	0.00	0.00
Sites - Improvements of Site	6000	(15,732.00)	0.00	20,000.00	20,000.00	0.00
Building -Improvements of Bldg	6100	(150,775.23)	0.00	130,000.00	130,000.00	0.00
Capital Equipment (over 5 K)	6200	(346.91)	0.00	10,000.00	10,000.00	0.00
Total Capital Exp		(166,854.14)	0.00	160,000.00	160,000.00	0.00
Debt Service						
Interest Expense	5571	444,194.00	444,194.00	0.00	(444,194.00)	450,569.00
Bond Costs	6201	0.00	8,500.00	0.00	(8,500.00)	2,500.00
Depreciation	6900	162,921.94	162,921.94	0.00	(162,921.94)	140,031.72
Amortization	6910	264,423.53	264,423.53	0.00	(264,423.53)	264,423.53
Total Debt Service		871,539.47	880,039.47	0.00	(880,039.47)	857,524.25
Total Expenditures		7,415,854.15	21,466,090.52	21,502,062.00	35,971.48	18,685,609.74
Revenue and Expense						
		3,614,348.49	2,653,725.39	251,612.00	(2,402,113.39)	2,389,993.03



Academy for Academic Excellence

Statement of Activities

For the 4th Qtr June 30, 2026



	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES, GAINS, AND OTHER SUPPORT				
Federal Special Education		\$ -		\$ -
National School Lunch		\$ 427,896		427,896
Other Federal Revenues	121,092	159,818		280,910
State General Purpose Apportionment	11,230,010			11,230,010
District In-Lieu Property Tax	2,042,170			2,042,170
Education Protection Account	6,959,790			6,959,790
Lottery	286,179	127,813		413,992
State Special Education		1,000,171		1,000,171
One Time Funding	-			-
Other State Revenues	21,525	1,116,651		1,138,176
Donations	9,300	4,201		13,501
Donations - In-Kind		-		-
Student Activities	-			-
Class Fees	-			-
Food Services	-	727,975		727,975
Other Local Revenues	158,725	53,421		212,146
Interest Earned	132,388	-	-	132,388
Transfers	(459,308)			(459,308)
Net Assets Released From Restrictions:				
	-	-		-
Other Federal Restricted Funds	159,818	(159,818)		-
Lottery	127,813	(127,813)		-
Other State Funds	1,116,651	(1,116,651)		-
Special Education	1,000,171	(1,000,171)		-
Food Services	1,209,292	(1,209,292)		-
Restricted Cash Donations	4,201	(4,201)		-
Restricted In-Kind Donations	-	-		-
REVENUES, GAINS, AND OTHER SUPPORT	24,119,816	0	-	24,119,816
EXPENSES				
Certificated Salaries	8,170,076			8,170,076
Classified Salaries	2,342,675			2,342,675
Benefits	3,960,639			3,960,639
Total Salaries and Benefits	14,473,390			14,473,390
Books and Supplies	1,721,054			1,721,054
Services, Other Operating Expenses	2,102,462			2,102,462
Management Fee	2,289,145			2,289,145
Free Use of Facilities - Apple Valley School District	-			-
Capital Outlay	-			-
Debt Service	444,194			444,194
Amortization of Bond Cost	272,924			272,924
Depreciation	162,922			162,922
Total Expenditures	21,466,091	-	-	21,466,091
Net Change in Assets from Operations	2,653,725	0	-	2,653,725
Net Assets Beginning of Year as originally stated	14,675,173	-	-	14,675,173
Unrealized gain/(loss) on Interest Rate Swap	-	-	-	-
Net Assets Beginning of Year, as restated	14,675,173	-	-	14,675,173
Net Assets End of Year	17,328,899	0	-	17,328,899



Academy for Academic Excellence

Statement of Cash Flows

For the 4th Qtr June 30, 2026



CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 2,653,725
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities	
Depreciation and Amortization	435,845
Unrealized loss/(gain) on interest rate swap	-
(Increase) Decrease in operating assets:	
Accounts Receivable	(3,217,026)
Stores Inventory	-
Prepaid Expense	(53,084)
Intercompany receivables	
Increase (Decrease) in operating liabilities:	
Current portion of loans payable	(135,000)
Accrued Payroll and Payroll Expenses	(31,205)
Accounts Payable	(377,266)
Deferred Revenue	-
Due to Government Grantor	(1,503,921)
Due to Student Groups	-
Net Cash Provided by Operating Activities	(2,227,931)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment, Furniture and Building Improvements	(162,518)
Net Cash Used by Investing Activities	(162,518)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Line of Credit	-
Additional Bond Issuance Cost	(8,500)
Additional Apple Lease	-
Payments on Outstanding Loans	-
Net Cash Used by Financing Activities	(8,500)

Net Increase in Cash (2,398,949)

BEGINNING CASH 12,756,634

ENDING CASH 10,357,685

Days Cash on Hand 197.14

Appendix II

Student Enrollment



Academy for Academic Excellence

Enrollment

As of 6/30/2026



Grade Level	As of 9/30/2023	As of 12/31/2023	As of 3/31/2024	As of 6/30/2024	As of 9/30/2024	As of 12/31/2024	As of 3/31/2025	As of 6/30/2025	As of 9/30/2025	As of 12/31/2025	As of 3/31/2026	As of 6/30/2026
TK	48	47	47	47	48	47	47	46	48	48	48	48
K	100	99	99	98	100	99	99	99	100	100	99	99
1	100	100	99	99	99	99	98	97	100	100	99	99
2	98	97	98	98	100	100	99	99	99	100	99	99
3	112	111	110	109	109	108	108	108	112	112	112	111
4	112	112	110	110	111	111	112	112	111	112	111	111
5	112	111	112	112	112	111	112	112	112	112	112	112
6	122	120	121	119	123	123	124	123	124	122	122	122
7	125	124	123	123	123	124	125	125	125	125	125	124
8	123	121	122	122	125	122	122	122	125	125	123	123
9	112	108	110	110	115	114	116	115	116	114	114	114
10	105	103	104	104	113	113	111	111	113	112	108	106
11	104	104	104	103	105	104	108	108	111	111	109	105
12	119	118	115	116	105	105	105	104	110	109	108	107
Total	1492	1475	1474	1470	1488	1480	1486	1481	1506	1502	1489	1480

Appendix III
FY 2026-27 Budget

AAE 2026-2027 Annual Budget



Source	Title	Revenue		
		Unrestricted	Restricted	Total
2000	ADA/LCFF	11,916,864.00	-	11,916,864.00
20001	Property Tax	2,114,145.00	-	2,114,145.00
	LCFF Supplemental	1,315,696.00	-	1,315,696.00
	LCFF Concentration	-	-	-
	Education Protection Act	4,190,758.00	-	4,190,758.00
2002	Lottery	296,497.00	-	296,497.00
20021	Lottery - Res. 6300	-	127,292.00	127,292.00
2003	Special Needs (AB602)	-	1,085,787.00	1,085,787.00
20031	Special Needs (Federal)	-	229,978.00	229,978.00
	SPED Mental Health		122,648.00	122,648.00
	Mandate Block Grant	48,965.00	-	48,965.00
3020	MAA	30,000.00	-	30,000.00
2009	Cafeteria - Local	-	35,000.00	35,000.00
2010	Cafeteria - Federal	-	406,000.00	406,000.00
2011	Cafeteria - State	-	754,000.00	754,000.00
2600	ELO - ASP/Summer Academy	-	478,572.00	478,572.00
7435	Learning Recovery Emergency	-	-	-
2505	Title I	-	187,292.00	187,292.00
2515	Title II	-	33,663.00	33,663.00
2530	Title IV	-	14,439.00	14,439.00
6770	Prop 28		234,886.00	234,886.00
1050	Interest	130,000.00	-	130,000.00
6800	ROTC	125,500.00	-	125,500.00
Total Revenue		20,168,425.00	3,709,557.00	23,877,982.00

	Unrestricted	Restricted	Total
Reserves - 1.75%	336,243.00	-	336,243.00
Contributing Support Services	105,649.00	-	105,649.00
Direct Service Contribution to LCER - Nurse	67,580.00	-	67,580.00
STEM Contributing Support	11,743.00	-	11,743.00
STEM ELOP Programing	-	23,485.00	23,485.00
Direct Service Contribution to LCER - Food Services Admin	-	82,567.00	82,567.00
Direct Service Contribution to LCER - SPED Admin	-	204,125.00	204,125.00
Grand Total Revenue	19,647,210.00	3,399,380.00	23,046,590.00
			20,567,345.00

		Unrestricted Programs							Restricted Programs							Total
		AAE General	Stipends	Athletics	ROTC	Library	Facilities	IT	SPED	VAPA	Food Services	ELOP	Title I	Title II/CL PD	Title IV	
A A E S a l a r i e s	Certificated	6,893,337.00	-	-	242,232.00	-	-	-	1,086,167.00	158,510.00	-	-	97,103.00	-	-	8,477,350.00
	Certificated Hourly	52,007.00	-	-	-	-	-	-	-	-	-	34,071.00	-	-	-	86,078.00
	Certificated Substitute	283,750.00	-	-	-	-	-	-	22,500.00	-	-	-	-	-	-	306,250.00
	Certificated Supplemental	45,000.00	-	-	-	-	-	-	12,600.00	-	-	-	-	-	-	57,600.00
	Certificated Stipends	-	\$41,000.00	17,750.00	12,000.00	-	-	-	30,000.00	-	-	-	6,800.00	25,900.00	-	133,450.00
	Classified	415,784.00	-	113,478.00	-	-	-	64,381.00	45,756.00	-	-	-	-	-	-	639,400.00
	Classified Hourly	837,555.00	-	86,750.00	-	34,330.00	107,063.00	-	387,876.00	-	171,455.00	35,695.00	61,560.00	-	-	1,722,284.00
	Classified Substitute	100,000.00	-	-	-	-	-	-	6,818.00	-	-	-	-	-	-	106,818.00
	Classified Supplemental	30,000.00	-	3,000.00	-	-	-	-	4,459.00	-	-	-	-	-	-	37,459.00
	Classified Stipends	-	-	\$0.00	-	-	-	-	-	-	-	-	-	-	-	-
	Classified OT	5,500.00	-	-	-	-	1,000.00	-	-	-	-	-	-	-	-	6,500.00
	Employee Benefits	1,369,496.00	-	23,947.00	41,387.00	-	-	23,947.00	217,164.00	26,437.00	-	-	8,841.00	-	-	1,711,219.00
	STRS	1,314,612.00	7,831.00	3,390.00	48,558.00	-	-	-	219,892.00	30,275.00	-	6,508.00	19,845.00	4,947.00	-	1,655,858.00
	PERS	468,507.00	-	41,805.00	-	9,063.00	28,265.00	16,997.00	117,456.00	-	45,264.00	2,853.00	16,252.00	-	-	746,462.00
	Apple	-	-	1,500.00	-	-	-	-	-	-	-	933.00	-	-	-	2,433.00
	Social Security	110,369.00	-	9,818.00	-	2,128.00	6,700.00	3,992.00	27,584.00	-	10,630.00	670.00	3,817.00	-	-	175,708.00
	Medicare	125,613.00	595.00	3,204.00	3,686.00	498.00	1,567.00	934.00	23,145.00	2,298.00	2,486.00	1,012.00	2,399.00	376.00	-	167,813.00
	State Unemployment Ins.	4,331.00	21.00	110.00	127.00	17.00	54.00	32.00	798.00	79.00	86.00	35.00	83.00	13.00	-	5,786.00
	Workers Comp.	86,023.00	407.00	2,194.00	2,525.00	341.00	1,073.00	639.00	15,850.00	1,574.00	1,703.00	693.00	1,643.00	257.00	-	114,922.00
	Supplies	278,520.00	-	37,300.00	-	2,500.00	22,500.00	152,500.00	11,800.00	28,935.00	794,544.00	9,819.00	-	-	346.00	1,338,764.00
	Services	593,060.00	-	105,000.00	-	-	749,500.00	236,428.00	192,148.00	6,151.00	86,265.00	362,798.00	13,361.00	2,170.00	14,093.00	2,360,974.00
	AVUSD Fees	21,142.00	-	-	-	-	-	-	-	-	-	-	-	-	-	21,142.00
	LCER Management Fee @12.5%	2,479,245.00	-	-	-	-	-	-	-	-	-	-	-	-	-	2,479,245.00
	Bond Rent Payments	578,075.00	-	-	-	-	-	-	-	-	-	-	-	-	-	578,075.00
	Capital Site Improvements	-	-	-	-	-	115,000.00	-	-	-	-	-	-	-	-	115,000.00
Total		16,091,926.00	49,854.00	449,246.00	350,515.00	48,877.00	1,032,722.00	499,850.00	2,422,013.00	254,259.00	1,112,433.00	455,087.00	231,704.00	33,663.00	14,439.00	23,046,590.00



\$40,895,000

California Enterprise Development Authority
Charter School Revenue Bonds
(Norton Science and Language Academy Project)
Tax-Exempt Series 2020
CUSIP: 13069A AG3

\$5,500,000

California Enterprise Development Authority
Charter School Revenue Bonds
(Norton Science and Language Academy Project)
Tax-Exempt Series 2021
CUSIP: 13069A AQ1

Quarterly Report – June 30, 2026



1. Unaudited Financial Statements and Other Financial Information

Unaudited financial statements and other financial information, including a statement of revenues and expenses and a statement of revenues and expenses and a balance sheet, each in comparative form, to the extent practicable, with the financial figures from the corresponding period in the preceding Fiscal Year.

The unaudited financial statements and other financial information are provided in Appendix I.

2. Student Enrollment

The student enrollment number for the most recently completed quarter.

The student enrollment for the fiscal quarter ending June 30, 2026, is provided in Appendix II.

3. Budget (Required for June 30 Report)

The Quarterly Report for each quarter ending June 30 shall include a copy of the proposed annual operating budget for the School for the succeeding Fiscal Year as submitted to the California Department of Education.

The budget for Fiscal Year 2026-2027 is provided in Appendix III.

4. Quarterly Report Certificate

A Quarterly Report Certificate in the form as Exhibit B.

The Quarterly Report Certificates are provided in Appendix IV.

5. Notice of Charter Non-Compliance

Unless previously disseminated, the next Quarterly Report to be disseminated shall contain a copy or complete description of any notice, report or communication with respect to charter non-compliance that would allow the Lessee's charter authorizer to begin any process or proceedings toward charter revocation or which indicate an intent not to renew any such charter.

None.

Appendix I
Unaudited Financial Statements and Other Financial Information



Norton Science & Language Academy
Statement of Financial Position
As Of June 30, 2026



	July 1, 2025	June 30, 2026
ASSETS		
Current Assets		
Cash and Cash Equivalents	\$ 13,389,621	\$ 10,276,896
Cash held in Trust	\$ -	-
Accounts Receivable	1,290,088	5,190,142
Intracompany Receivable	-	-
Laptop Lease Receivable	-	-
Laptop Inventory	-	-
Prepaid Expenses	92,555	100,469
Total Current Assets	<u>14,772,264</u>	<u>15,567,507</u>
Non-Current Asset		
Lease Payment Receivable - Long Term	-	-
Right of Use, Operating Lease	88,842	53,705
Right of Use, Finance Lease	40,526,736	39,311,312
Unamortized Debt Issuance Costs	-	-
Total Non-Current Assets	<u>40,615,578</u>	<u>39,365,017</u>
Capital Assets		
Non-depreciable Assets	87,707	87,707
Depreciable Assets	1,095,449	1,148,801
Accumulated Depreciation	(227,559)	(227,559)
Total Capital Assets	<u>955,597</u>	<u>1,008,950</u>
TOTAL ASSETS	<u>56,343,439</u>	<u>55,941,473</u>
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current Liabilities		
Current Portion of Long Term Liabilities	-	-
Accrued Payroll and Payroll Expenses	18,861	101,738
Line of Credit	-	-
Accounts Payable	671,255	365,138
Deferred Revenue	168,547	-
Due to Government Grantor	740,079	236,513
Operating lease liability, current portion	35,137	35,137
Finance lease liability, current portion	365,000	365,000
Due to Student Groups	-	-
Total Current Liabilities	<u>1,998,880</u>	<u>1,103,526</u>
Non-Current Liabilities		
Operating Lease Liability, Net Current portion	-	-
Finance lease liability, net of current portion	-	-
Long Term Liabilities		
Interest Rate Swap Agreement	-	-
Voluntary Retirement & OPEB, Less Current Portion	-	-
Laptop Capital Lease Payments Less Current Portion	-	-
Loans Payable, Less Current Portion	53,705	18,568
Finance lease liability, net of current portion	45,065,000	44,700,000
Total Long-Term Liabilities	<u>45,118,705</u>	<u>44,718,568</u>
TOTAL LIABILITIES	<u>47,117,584</u>	<u>45,822,094</u>
NET ASSETS		
Unrestricted	9,225,855	10,490,012
Temporarily Restricted	-	(370,632)
Permanently Restricted	-	-
TOTAL NET ASSETS	<u>9,225,855</u>	<u>10,119,379</u>
TOTAL LIABILITIES AND NET ASSETS	<u>56,343,439</u>	<u>55,941,473</u>



Norton Science & Language Academy

Statement of Activities

For the 4th Qtr June 30, 2026



	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES, GAINS, AND OTHER SUPPORT				
Federal Special Education		\$ -		\$ -
National School Lunch		\$ 697,306		697,306
Other Federal Revenues	-	726,970		726,970
State General Purpose Apportionment	14,948,918			14,948,918
District In-Lieu Property Tax	5,829			5,829
Education Protection Account	5,066,279			5,066,279
Lottery	244,729	108,399		353,128
State Special Education		645,670		645,670
One Time Funding	-			-
Other State Revenues	1,681,997	2,204,488		3,886,485
Donations	-	-		-
Donations - In-Kind	-	-		-
Student Activities	-			-
Class Fees	-			-
Food Services	-	327,737		327,737
Other Local Revenues	74,514	24,428		98,942
Interest Earned	132,388	-	-	132,388
Transfers	(370,632)			(370,632)
Net Assets Released From Restrictions:				
	-	-		-
Other Federal Restricted Funds	726,970	(726,970)		-
Lottery	108,399	(108,399)		-
Other State Funds	2,204,488	(2,204,488)		-
Special Education	645,670	(645,670)		-
Food Services	1,049,471	(1,049,471)		-
Restricted Cash Donations	-	-		-
Restricted In-Kind Donations	-	-		-
REVENUES, GAINS, AND OTHER SUPPORT	26,519,020	(0)	-	26,519,020
EXPENSES				
Certificated Salaries	8,132,719			8,132,719
Classified Salaries	2,090,258			2,090,258
Benefits	3,732,344			3,732,344
Total Salaries and Benefits	13,955,322			13,955,322
Books and Supplies	1,643,507			1,643,507
Services, Other Operating Expenses	3,268,853			3,268,853
Management Fee	2,299,963			2,299,963
Free Use of Facilities - Apple Valley School District	-			-
Capital Outlay	525,755			525,755
Debt Service	2,716,671			2,716,671
Amortization of Bond Cost	1,215,425			1,215,425
Depreciation	-			-
Total Expenditures	25,625,496	-	-	25,625,496
Net Change in Assets from Operations	893,525	(0)	-	893,525
Net Assets Beginning of Year as originally stated	9,225,855	-	-	9,225,855
Unrealized gain/(loss) on Interest Rate Swap	-	-	-	-
Net Assets Beginning of Year, as restated	9,225,855	-	-	9,225,855
Net Assets End of Year	10,119,379	(0)	-	10,119,379



Norton Science & Language Academy

As of 4/1/2026 - 6/30/2026



		Current Period	YTD Actual	Total Budget	Remaining Budget	PY Actual
Revenue						
Revenue						
Revenue	4000	11,874,337.31	26,757,264.37	25,416,564.00	(1,340,700.37)	23,759,356.95
Revenue - Interest	4100	33,339.29	132,388.19	135,000.00	2,611.81	145,995.22
Transfers Received	4990	(370,632.19)	(370,632.19)	-	370,632.19	(639,992.29)
Total Revenue		<u>11,537,044.41</u>	<u>26,519,020.37</u>	<u>25,551,564.00</u>	<u>(967,456.37)</u>	<u>23,265,359.88</u>
Total Revenue		<u>11,537,044.41</u>	<u>26,519,020.37</u>	<u>25,551,564.00</u>	<u>(967,456.37)</u>	<u>23,265,359.88</u>
Expenditures						
Cert Salaries						
Foundation Bonus	5000	500.00	500.00	-	(500.00)	-
Certificated Salaries	5100	2,001,451.37	7,526,382.11	7,665,273.00	138,890.89	6,892,381.80
Cert - Hourly	5102	-	-	-	-	846.16
Cert - Subs	5103	104,138.27	364,533.11	300,550.00	(63,983.11)	363,591.66
Cert - Supplemental	5104	53,665.82	116,495.80	67,500.00	(48,995.80)	79,813.24
Cert - Stipend	5105	40,535.46	123,560.62	124,115.00	554.38	107,451.04
Cert - OT	5106	-	1,247.83	1,500.00	252.17	3,849.40
Total Cert Salaries		<u>2,200,290.92</u>	<u>8,132,719.47</u>	<u>8,158,938.00</u>	<u>26,218.53</u>	<u>7,447,933.30</u>
Class Salaries						
Classified Salaries	5110	166,568.82	740,691.83	672,372.00	(68,319.83)	838,367.47
Class - Hourly	5112	286,526.38	1,113,131.04	1,151,250.00	38,118.96	1,018,733.85
Class - Subs	5113	33,615.54	140,863.34	123,100.00	(17,763.34)	149,815.17
Class - Supplemental	5114	17,250.61	56,300.17	45,000.00	(11,300.17)	54,621.71
Class - Stipend	5115	3,444.06	6,723.69	4,000.00	(2,723.69)	11,600.06
Class - OT	5116	7,632.77	32,548.14	27,500.00	(5,048.14)	18,075.51
Total Class Salaries		<u>515,038.18</u>	<u>2,090,258.21</u>	<u>2,023,222.00</u>	<u>(67,036.21)</u>	<u>2,091,213.77</u>
Benefits						
Employee Benefits	5200	332,942.74	1,198,023.60	1,197,804.00	(219.60)	1,126,130.52
STRS	5201	359,480.69	1,315,537.60	1,313,280.00	(2,257.60)	1,242,865.84
PERS	5202	201,935.28	779,689.40	782,068.00	2,378.60	696,191.59
Apple Retirement	5203	1,264.76	5,124.80	5,000.00	(124.80)	4,985.90
SS Classified	5204	47,131.15	184,090.19	146,387.00	(37,703.19)	164,460.89
Medicare	5205	37,976.15	143,294.63	152,559.00	9,264.37	133,999.05
SUI Classified	5208	1,355.13	5,093.94	5,263.00	169.06	4,767.73
Workers Comp	5209	26,958.38	101,490.26	104,478.00	2,987.74	94,213.18
Total Benefits		<u>1,009,044.28</u>	<u>3,732,344.42</u>	<u>3,706,839.00</u>	<u>(25,505.42)</u>	<u>3,467,614.70</u>
Supplies						
Approved Text Books	5300	19,397.77	410,041.87	400,000.00	(10,041.87)	390,526.43
Classroom Books	5301	7,579.73	8,017.49	15,589.00	7,571.51	1,025.29
Class Supplies	5320	4,314.05	54,758.49	54,107.00	(651.49)	51,547.25
Other Supplies	5322	14,385.32	174,371.21	175,000.00	628.79	142,333.70
Equipment (under 5K)	5325	11,685.81	21,648.31	19,500.00	(2,148.31)	3,656.39
Reimbursables	5327	256.14	10,384.17	15,000.00	4,615.83	13,227.25
Food	5360	274,240.14	768,736.53	700,000.00	(68,736.53)	763,772.78
Office Supplies	5530	9,299.57	29,152.62	22,774.00	(6,378.62)	29,129.41
Postage	5540	2,110.00	9,159.30	10,000.00	840.70	9,493.15
Computers	6210	15,652.10	46,198.75	48,500.00	2,301.25	504,111.78
Software	6220	11,467.68	86,121.31	94,750.00	8,628.69	477,647.51
Furniture	6230	13,270.07	21,649.59	15,000.00	(6,649.59)	14,531.69
Books, Media, Library	6240	-	3,267.53	5,000.00	1,732.47	46,679.22
Total Supplies		<u>383,658.38</u>	<u>1,643,507.17</u>	<u>1,575,220.00</u>	<u>(68,287.17)</u>	<u>2,447,681.85</u>



Norton Science & Language Academy

As of 4/1/2026 - 6/30/2026



		Current Period	YTD Actual	Total Budget	Remaining Budget	PY Actual
Services						
Employee Admin	5220	68.00	703.75	1,500.00	796.25	1,267.11
Testing	5331	20,631.37	53,207.00	35,000.00	(18,207.00)	15,642.58
Referees	5340	-	16,000.00	20,000.00	4,000.00	11,450.00
Field Trip	5350	4,505.54	31,744.27	105,000.00	73,255.73	64,189.41
Travel	5400	127.85	724.89	3,300.00	2,575.11	3,926.92
Training and Conferences	5410	42,322.06	149,944.01	135,729.00	(14,215.01)	131,403.68
Other Services	5412	65,719.16	249,722.50	200,000.00	(49,722.50)	72,696.23
Dues and Memberships	5420	(8,676.00)	32,572.09	45,000.00	12,427.91	32,426.91
S B Co Fees	5422	185,955.72	186,305.72	193,430.00	7,124.28	176,354.79
LCER Management Fee	5423	2,299,963.00	2,299,963.00	2,212,700.00	(87,263.00)	2,160,620.76
Banking fees	5425	34.71	87.28	2,200.00	2,112.72	25.24
Insurance	5430	-	279,565.60	279,566.00	0.40	284,167.33
Legal Fees	5440	3,722.25	11,127.75	8,500.00	(2,627.75)	11,898.50
Consulting	5441	48,537.50	256,392.77	425,140.00	168,747.23	221,042.00
Consulting/Sub Agreements	5442	508,516.73	1,331,581.27	1,487,675.00	156,093.73	1,377,802.56
Trash-Sewer	5460	11,656.07	36,794.97	50,000.00	13,205.03	53,470.97
Gardening	5470	3,709.83	10,746.98	15,000.00	4,253.02	11,272.98
Janitorial	5480	26,537.09	99,430.36	91,000.00	(8,430.36)	81,064.18
Pest Control	5490	-	2,235.67	5,000.00	2,764.33	2,500.00
Security	5500	18,605.00	59,507.51	90,000.00	30,492.49	20,700.35
Telephone	5510	25,252.78	52,294.02	44,600.00	(7,694.02)	40,148.01
Utilities	5520	14,371.59	42,447.90	85,000.00	42,552.10	23,575.06
Copier	5531	16,800.01	65,733.61	66,000.00	266.39	57,258.25
Emergency-First Aid	5532	1,312.45	5,616.60	12,000.00	6,383.40	4,756.08
Bank Fees	5533	-	2,500.00	2,500.00	-	2,952.53
Rental - Leases	5550	(2,318,992.79)	31,977.33	3,100,625.00	3,068,647.67	32,010.97
Advertising - Marketing	5561	10,854.17	22,939.47	15,000.00	(7,939.47)	13,188.11
Public Relations	5562	10,440.52	14,875.65	15,000.00	124.35	6,993.62
Special Events	5563	9,763.57	23,589.82	32,250.00	8,660.18	29,466.96
Facilities - Maintenance	6010	10,032.13	57,325.44	60,000.00	2,674.56	43,319.58
Auto	6110	1,947.33	3,972.86	2,000.00	(1,972.86)	1,323.55
Bus	6115	26,321.01	59,624.64	59,973.00	348.36	38,150.10
Equipment Repairs	6205	<u>1,568.70</u>	<u>77,561.35</u>	<u>97,500.00</u>	<u>19,938.65</u>	<u>58,210.45</u>
Total Services		1,041,607.35	5,568,816.08	8,998,188.00	3,429,371.92	5,085,275.77
Capital Exp						
Construction	5600	-	-	-	-	-
Sites - Improvements of Site	6000	103,306.21	103,306.21	25,000.00	(78,306.21)	-
Building -Improvements of Bldg	6100	129,546.80	422,448.42	300,000.00	(122,448.42)	-
Capital Equipment (over 5 K)	6200	-	-	-	-	-
Total Capital Exp		232,853.01	525,754.63	325,000.00	(200,754.63)	-
Debt Service						
Interest Expense	5571	2,716,670.96	2,716,670.96	-	(2,716,670.96)	2,738,443.92
Bond Costs	6201	-	-	-	-	2,500.00
Depreciation	6900	-	-	-	-	76,811.84
Amortization	6910	<u>1,215,424.72</u>	<u>1,215,424.72</u>	-	<u>(1,215,424.72)</u>	<u>1,215,424.72</u>
Total Debt Service		3,932,095.68	3,932,095.68	-	(3,932,095.68)	4,033,180.48
Total Expenditures		9,314,587.80	25,625,495.66	24,787,407.00	(838,088.66)	24,572,899.87
Revenue and Expense		2,222,456.61	893,524.71	764,157.00	(129,367.71)	(1,307,539.99)



Norton Science & Language Academy

Statement of Cash Flows

For the 4th Qtr June 30, 2026



CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 893,525
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities	
Depreciation and Amortization	1,215,425
Unrealized loss/(gain) on interest rate swap	-
(Increase) Decrease in operating assets:	
Accounts Receivable	(3,900,054)
Stores Inventory	-
Prepaid Expense	(7,914)
Intercompany receivables	
Increase (Decrease) in operating liabilities:	
Current portion of loans payable	(365,000)
Accrued Payroll and Payroll Expenses	82,877
Accounts Payable	(306,117)
Deferred Revenue	(168,547)
Due to Government Grantor	(503,566)
Due to Student Groups	-
Net Cash Provided by Operating Activities	(3,059,372)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment, Furniture and Building Improvements	(53,353)
Net Cash Used by Investing Activities	(53,353)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Line of Credit	-
Additional Bond Issuance Cost	-
Additional Apple Lease	-
Payments on Outstanding Loans	-
Net Cash Used by Financing Activities	-
Net Increase in Cash	(3,112,725)
BEGINNING CASH	13,389,621
ENDING CASH	10,276,896
Days Cash on Hand	160.81

Appendix II

Student Enrollment



Norton Science & Language Academy

Enrollment
As of 6/30/2026



<u>Grade Level</u>	<u>Count</u>
TK	48
K	100
1	99
2	102
3	96
4	101
5	100
6	122
7	118
8	114
9	91
10	74
11	45
12	26
Total	<u>1236</u>

Appendix III
FY 2026-27 Budget



NSLA 2026-2027 Annual Budget



#	Title	Revenue		
		Unrestricted	Restricted	Total
2000	ADA/LCFF	12,135,234.00	-	12,135,234.00
20001	Property Tax	-	-	-
20005	LCFF Supplemental	2,361,859.00	-	2,361,859.00
20007	LCFF Concentration	2,316,357.00	-	2,316,357.00
2001	Education Protection Act	3,349,939.00	-	3,349,939.00
2002	Lottery	254,009.00	-	254,009.00
20021	Lottery - Res. 6300	-	109,051.00	109,051.00
2003	Special Needs	-	709,098.00	709,098.00
20031	Special Needs-Fed	-	258,264.00	258,264.00
	SPED Mental Health Services	-	100,645.00	100,645.00
	Mandate Block Grant	33,211.00	-	33,211.00
	MAA	40,000.00	-	40,000.00
2009	Cafeteria - Local	-	37,500.00	37,500.00
2010	Cafeteria - Federal	-	757,500.00	757,500.00
2011	Cafeteria - State	-	325,000.00	325,000.00
2600	ELO - ASP/Summer Academy	-	1,579,414.00	1,579,414.00
	ASES - ASP	-	203,396.00	203,396.00
	SB740	1,750,000.00	-	1,750,000.00
2505	Title I	-	407,941.00	407,941.00
2515	Title II	-	50,440.00	50,440.00
2520	Title III	-	45,188.00	45,188.00
2530	Title IV	-	50,404.00	50,404.00
6770	Prop 28 Grant	-	235,619.00	235,619.00
	Interest	130,000.00	-	130,000.00
	Donations	-	-	-
	Class Funds	-	-	-
Total Revenue		22,370,609.00	4,869,460.00	27,240,069.00

Title	Set-asides/Transfers		
	Unrestricted	Restricted	Total
Reserves - 2.5%	508,286	-	508,286
SPED Contribution	-	204,125	204,125
Food Services Contribution	-	82,567	82,567
STEM Contributing Support	11,743	-	11,743
Contributing Support	105,649	-	105,649
Nursing Contribution	22,527	-	22,527
Grand Total Revenue	21,722,404.00	4,582,768.00	26,305,172.00
			23,752,997.00

	Unrestricted Programs							Restricted Programs						
	NSLA General	Stipends	Athletics	IT	Facilities	SPED	ELOP	Prop 28	Food Services	Title I	Title II	Title III	Title IV	Total
NSLA Services	Certificated	7,091,588.00	-	-	-	-	-	111,427.00	-	97,103.00	-	-	-	8,489,447.00
	Certificated Hourly	25,000.00	-	-	-	-	24,500.00	-	-	-	-	-	-	49,500.00
	Certificated Substitute	285,550.00	-	-	-	-	-	-	-	-	-	-	-	308,050.00
	Certificated Supplemental	30,000.00	-	-	-	-	-	25,060.00	-	-	-	5,000.00	-	72,660.00
	Certificated Stipends	68,084.00	52,000.00	27,250.00	-	-	-	4,000.00	-	2,000.00	31,450.00	7,200.00	-	201,984.00
	Certificated OT	-	-	-	-	-	-	-	-	-	-	-	-	-
	Classified	521,693.00	-	-	145,595.00	-	25,540.00	-	-	-	-	-	-	744,275.00
	Classified Hourly	680,770.00	-	60,000.00	-	100,319.00	16,720.00	-	163,208.00	167,470.00	-	15,000.00	-	1,510,228.00
	Classified Substitute	20,600.00	-	-	-	2,500.00	-	-	-	-	-	-	-	29,918.00
	Classified Supplemental	25,000.00	-	-	-	-	-	-	-	8,000.00	-	-	-	37,459.00
	Classified Stipend	-	-	-	-	-	-	-	-	-	-	-	-	-
	Classified OT	1,500.00	-	-	-	2,000.00	-	-	-	-	-	-	-	3,500.00
	Employee Benefits	1,139,818.00	-	-	19,542.00	-	8,798.00	23,947.00	-	23,743.00	-	-	-	1,434,771.00
	STRS	1,344,380.00	9,932.00	5,205.00	-	-	4,680.00	26,833.00	-	18,929.00	5,654.00	2,330.00	-	1,653,719.00
	PERS	436,401.00	-	15,840.00	38,437.00	27,144.00	11,157.00	-	43,087.00	46,324.00	488.00	3,960.00	-	720,377.00
	APPLE	2,123.00	-	-	-	-	-	-	-	-	-	-	-	2,123.00
	Social Security	95,181.00	-	3,720.00	9,027.00	6,499.00	2,620.00	-	10,119.00	10,879.00	115.00	930.00	-	161,997.00
	Medicare	126,872.00	754.00	1,265.00	2,111.00	1,520.00	968.00	2,037.00	2,367.00	3,981.00	456.00	394.00	-	165,981.00
	State Unemployment Ins.	4,375.00	26.00	44.00	73.00	52.00	33.00	70.00	82.00	137.00	16.00	14.00	-	5,724.00
	Workers Comp.	86,885.00	516.00	866.00	1,446.00	1,041.00	663.00	1,395.00	1,621.00	2,726.00	312.00	270.00	-	113,668.00
	Supplies	219,021.00	-	25,200.00	152,000.00	10,500.00	33,000.00	38,517.00	737,842.00	5,589.00	-	6,204.00	20,211.00	1,260,184.00
	Services	947,411.00	-	73,500.00	227,148.00	408,500.00	169,145.00	1,654,131.00	79,107.00	25,316.00	11,949.00	3,886.00	30,193.00	3,632,619.00
	LCER Management Fee @12.5%	2,552,175.00	-	-	-	-	-	-	-	-	-	-	-	2,552,175.00
	Bond Rent	3,079,813.00	-	-	-	-	-	-	-	-	-	-	-	3,079,813.00
	Capital Site Improvements	-	-	-	-	75,000.00	-	-	-	-	-	-	-	75,000.00
Total		18,784,240.00	63,228.00	212,890.00	595,379.00	635,075.00	2,400,269.00	1,782,810.00	235,619.00	1,037,433.00	412,197.00	50,440.00	45,188.00	26,305,172.00
Revenue-Expenditures							(1,536,387.00)	-	-	-	(4,256.00)	-	-	-

Appendix IV
Quarterly Report Certificates

EXHIBIT B

QUARTERLY REPORT CERTIFICATE

Name of Issuer: California Enterprise Development Authority

Name of Issue: Charter School Revenue Bonds (Norton Science and Language Academy Project) Tax-Exempt, Series 2020

Name of Borrower: 230 South Waterman Avenue LLC

Name of Lessee: The High Desert "Partnership in Academic Excellence" Foundation, Incorporated

Date of Issuance: June 16, 2020

Pursuant to the Continuing Disclosure Agreement, dated as of June 1, 2020, between the Lessee, the Borrower, and the Dissemination Agent, the undersigned representative of the Lessee and the Borrower does hereby certify that the enclosed unaudited financial statements of the Lessee and the Borrower for the quarter ended June, 2026, complies with the requirements of Section 3 of the Continuing Disclosure Agreement.

230 SOUTH WATERMAN AVENUE LLC, a
California limited liability company

By: The High Desert "Partnership in Academic Excellence" Foundation, Incorporated, a California nonprofit public benefit corporation, its sole member

By: 
Its: President / CEO

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INCORPORATED, a California nonprofit public benefit corporation

By: 
Its: Chairman

EXHIBIT B

QUARTERLY REPORT CERTIFICATE

Name of Issuer: California Enterprise Development Authority

Name of Issue: Charter School Revenue Bonds (Norton Science and Language Academy Project) Tax-Exempt, Series 2021

Name of Borrower: 230 South Waterman Avenue LLC

Name of Lessee: The High Desert "Partnership in Academic Excellence" Foundation, Incorporated

Date of Issuance: December 21, 2021

Pursuant to the Continuing Disclosure Agreement, dated as of December 1, 2021, between the Lessee, the Borrower, and the Dissemination Agent, the undersigned representative of the Lessee and the Borrower does hereby certify that the enclosed unaudited financial statements of the Lessee and the Borrower for the quarter ended June, 2026, complies with the requirements of Section 3 of the Continuing Disclosure Agreement.

230 SOUTH WATERMAN AVENUE LLC, a
California limited liability company

By: The High Desert "Partnership in Academic Excellence" Foundation, Incorporated, a
California nonprofit public benefit
corporation, its sole member

By: 
Its: President / CEO

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INCORPORATED, a California nonprofit public benefit corporation

By: 
Its: Chairman

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				86%
Amber Hom	Absent	Present	Present	Present	Present	Present	Present				86%
Dr. Steve Levin	Absent	Present	Present	Present	Present	Present	Present				86%
Marisol Sanchez	Present	Present	Absent	Present	Present	Present	Present				86%
Lucy Tello	Present	Present	Present	Present	Present	Present	Present				100%
Michael Razo	Absent	Present	Present	Absent	Present	Present	Present				71%
Pat Schlosser	Present	Absent	Present	Present	Present	Present	Present				86%

	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 09/21/2026

LCER Board Give and Get

Member	Give	Get	In-kind	Total
Yolanda Carlos	\$ 300	\$ -	\$ -	\$ 300
Steven Levin	\$ -	\$ -	\$ -	\$ -
Mike Razo	\$ -	\$ -	\$ -	\$ -
Jessica Rodriguez	\$ -	\$ -	\$ -	\$ -
Marisol Sanchez	\$ 2,500	\$ -	\$ 300	\$ 2,800
Pat Schlosser	\$ -	\$ -	\$ -	\$ -
Lucy Tello	\$ -	\$ -	\$ -	\$ -
Amber Hom	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,800	\$ -	\$ 300	\$ 3,100

Lewis Center Foundation Board Give and Get

Member	Give	Get	In-kind	Total
Buck Goodspeed	\$ -	\$ -	\$ -	\$ -
Vianey Gonzalez	\$ -	\$ -	\$ -	\$ -
Ambar Martinez	\$ -	\$ -	\$ -	\$ -
Jessica Rodriguez	\$ -	\$ -	\$ -	\$ -
Marisol Sanchez	\$ 2,500	\$ -	\$ 300	\$ 2,800
Sabrina Schneider	\$ 500	\$ -	\$ -	\$ -
Total	\$ 3,000	\$ -	\$ 300	\$ 3,300

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

Date of meeting: September 21, 2026

Title:

**Proposed Revisions to LCER Administrative Regulation 5141.52- Suicide Prevention
(No recommended changes to LCER Board Policy 5141.52)**

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

Background: As part of the regular revision process, it is proposed that the LCER Board approve the YM&C recommended updates to this Administrative Regulation. There are no recommended updates to the accompanying Board Policy which was revised in 2022.

Fiscal Implications (if any): N/A

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

Recommendation:

Approve the updates as presented for AR 5141.52 or give direction on revisions to be presented for a second reading.

Submitted by:

Lisa Lamb, President/CEO

Toni Preciado, Director of Student Services

Lewis Center for Educational Research

BP 5141.52: STUDENTS SUICIDE PREVENTION POLICY

Adopted: December 10, 2018

Revised: November 7,

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the LCER shall develop measures and strategies for suicide prevention, intervention, and postvention.

Suicide prevention training shall be provided to teachers, counselors, school psychologists, and other LCER employees who regularly interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

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. (Education Code 215).

This policy specifically addresses:

1. The needs of high-risk groups, including but not limited to, all of the following:
 - a. Youth bereaved by suicide or other trauma
 - b. Youth with disabilities, mental illness, or substance use disorders
 - c. Youth experiencing homelessness or in out-of-home settings, such as foster care
 - d. Students who are being bullied
 - e. Lesbian, gay, bisexual, transgender, or questioning youth
2. Staff development on suicide awareness, prevention, intervention, and postvention for teachers, school counselors, and other district employees who regularly interact with students.
3. Materials approved by the LCER for training shall include how to identify appropriate mental health services, both at the school site and within the larger community, and when and how to refer youth and their families to those services.
4. Materials approved for training may also include programs that can be completed through self-review of suitable suicide prevention materials.

Suicide prevention, intervention, and postvention plans for the Academy for Academic Excellence and Norton Science and Language Academy schools offer more detailed information regarding site-specific protocols and procedures and are available to staff, student, parents, and community members via the School Safety Plan.

Lewis Center for Educational Research

AR 5141.52: STUDENTS SUICIDE PREVENTION

Adopted: December 10, 2018

Revised: ~~November 7, 2022~~
September 21, 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 ~~must~~ 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. [Allison Kasbon, Social Emotional Counselor, asamp@lcer.org, (760)946-5414]- primary suicide liaison
2. [Brooke Fischer, School Psychologist, bfisher@lcer.org, (760)946-5414]- secondary suicide liaison
3. [Genie Cook, Coordinator of Student Support Services
4. [Toni Preciado, 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. [Melissa Marino, Social Emotional Counselor, mmarino@lcer.org, (909)386-2300]- primary suicide liaison
2. [Jamie Quintana, School Psychologist, jquintana@lcer.org, (909)386-2300 secondary suicide liaison
3. [Kristy Wilson, Coordinator of Student Support Services
4. [Toni Preciado, 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.
 - [Charter School must Insert other Local Youth Populations Vulnerable to Depression and Suicide based upon CalSCHLS, YRBS or other school climate survey data]].

Staff Development

~~Suicide prevention training shall be provided to teachers, counselors, school psychologists, and other LCER employees who regularly interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.~~

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. ~~(Education Code 215).~~

~~Staff development shall include research and information related to the following topics:~~

~~The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide or are experiencing bereavement by a different cause; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings, such as foster care;~~

~~students who are being bullied; and students who are lesbian, gay, bisexual, transgender, or questioning (LGBTQ) youth.~~

~~Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide, violence, or trauma, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors including any of the Adverse Childhood Experiences.~~

~~Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in student's personality or behavior and verbalization of hopelessness or suicidal ideation.~~

~~The role of school personnel as a protective factor may help to decrease a person's suicide risk aiding in factors such as resiliency, problem-solving ability, access to mental health care and encouraging positive connections to peers, school, and community.~~

~~School and community resources and services, including resources and services that meet the specific need of high-risk groups.~~

~~LCER procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.~~

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

~~In situations when a student is assessed at risk for suicide or has made a suicide attempt, the student's parent or guardian will be informed as soon as practicable by the suicide prevention liaison.~~

~~For any student returning to school after a suicide attempt or hospitalization for suicidal ideation, re-entry to school must begin with a re-entry meeting to ensure the student's readiness for return to school.~~

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.
- 2.6. Staff autoreplies during vacations or absences shall include links to resources and phone/text numbers so parents and students have information readily available.

- ~~3.7.~~ 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 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 1-866-488-738 or Text "START" to 678-678
- Trans Lifeline: 1-877-565-8860
- Local suicide prevention hotline telephone number

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

~~LCER designates the following administrators to act as the primary and secondary suicide prevention liaisons at each school site:~~

- ~~1. Director of Student Support Services~~
- ~~2. Principal~~

~~Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal ideations. Each school site shall develop and maintain a Student Support Team that will provide direction to the remaining members of the team along with school staff of necessary protocols and procedures.~~

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.

~~A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so.~~

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, the suicide prevention liaison shall ensure shall ensure student safety by taking the following actions as circumstances dictate:~~

- ~~1. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened.~~
- ~~2. Immediately securing medical treatment and/or mental health services.~~
- ~~3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contact and has the opportunity to intervene.~~
- ~~4. Administration shall remove other students from the immediate area as soon as possible.~~

~~The suicide prevention liaison shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.~~

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 oversimplifying (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:

<u>Use</u>	<u>Do Not Use</u>
<u>“Died by suicide”</u> <u>or</u> <u>“Took their own life”</u>	<u>“Committed suicide”</u> <u>Note: Use of the word “commit” can imply crime/sin</u>
<u>“Attempted suicide”</u>	<u>“Successful” or “unsuccessful”</u> <u>Note: There is no success, or lack of success, when dealing with suicide</u>

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.
 - a-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.
- 7.8. 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.

~~8.9.~~ Identify media spokesperson if needed.

~~9.10.~~ 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.

~~10.11.~~ 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.

Student Identification Cards

~~LCER will include ALL of the following telephone number on all student identification cards:~~

- ~~▪ National Suicide Prevention Lifeline (1-800-273-8255)~~
- ~~▪ Suicide Crisis Lifeline, which can be accessed by calling or texting “988”~~
- ~~▪ National Domestic Violence Hotline (1-800-799-7233)~~
- ~~▪ Crisis Text Line, which can be accessed by texting HOME to 741741~~
- Local suicide prevention hotline

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

Date of meeting: September 21, 2026

Title:

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

Proposed Retirement of LCER Administrative Regulation 3516- Emergencies and Disaster Preparedness Plan

Proposed Retirement of LCER Administrative Regulation 3516.3- Earthquake Emergency Procedures

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 and retire the AR. BP 3516 has not been revised since it was adopted in 2003, and the accompanying AR has not been revised since 2007.

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. Retiring ARs 3516 and 3516.3 will eliminate outdated and duplicative procedures, while ensuring that detailed operational protocols remain in the Comprehensive School Safety Plan and Emergency Operating School Safety Plans, where they can be reviewed and updated at least annually.

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 direction on revisions to be presented for a second reading.

Vote to retire ARs 3516 and 3516.3 to avoid any conflict with the schools' Comprehensive School Safety Plans.

Submitted by:

Lisa Lamb, President/CEO

Lewis Center for Educational Research

AR 3516.3: BUSINESS AND NONINSTRUCTIONAL OPERATIONS EARTHQUAKE EMERGENCY PROCEDURE SYSTEM

Adopted: June 5, 2003

Revised: ~~September 10, 2007~~
Retired: September 21, 2026

~~The CEO or designee shall establish an emergency procedure system to be followed in case of earthquakes. This system shall include, but not be limited to, the following:~~

- ~~1. A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff~~
- ~~2. A DROP procedure in which students and staff members:~~
 - ~~a. Drop to their knees~~
 - ~~b. Take cover under a table or desk~~
 - ~~c. Protect their head with their arms~~
 - ~~d. Face away from the windows~~
- ~~3. Protective measures to be taken before, during and after an earthquake~~
- ~~4. A training program to ensure that all students and all certificated and classified staff are aware of, and properly skilled in, the earthquake emergency procedure system~~

~~School disaster plans shall outline roles, responsibilities and procedures for students and staff.~~

~~DROP procedures may be expanded to ensure that students get under stationary desks or tables where available, or otherwise get next to an inside wall or under an inside doorway. Students should stay in the drop position until the emergency is over or until further instructions are given.~~

~~Earthquake Education~~

~~DROP procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools.~~

~~Students also shall be taught to take the following safety precautions during an earthquake if adults are not present to give specific directions:~~

- ~~1. If you are in the open, stay there.~~
- ~~2. Move away from buildings, trees and exposed wires.~~
- ~~3. After the earthquake, if you are on your way to school, continue to school.~~
- ~~4. After the earthquake, if you are on your way home, continue home.~~

~~Earthquake While Indoors at School~~

~~When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:~~

- ~~1. Teachers shall have students perform the DROP procedure.~~
- ~~2. As soon as possible, teachers shall move the students away from windows and out from under heavy suspended light fixtures.~~
- ~~3. Teachers shall have students leave the building in an orderly manner when the earthquake is over.~~

~~Earthquake While on School Grounds~~

~~When an earthquake occurs, the following actions shall be taken by teachers or other persons in authority and students who are on school grounds:~~

- ~~1. The teacher shall direct students to walk away from buildings, trees, poles or exposed wires.~~
- ~~2. The teacher shall have students perform the DROP procedure, covering as much skin surface as possible, closing eyes and covering ears.~~
- ~~3. Teachers and students shall stay in the open until the earthquake is over or until further directions are given.~~

~~Subsequent Emergency Procedures~~

- ~~1. In outside assembly areas, teachers shall provide assistance to any injured students, take roll and report missing students to the principal or designee.~~
- ~~2. The principal shall request assistance as needed from the county or city civil defense office or fire and police departments. He/she shall consider the possibility of aftershocks and shall determine the advisability of closing the school, with the advice of the county or city officials, as appropriate. He/she shall also contact the CEO or designee for further instructions.~~
- ~~3. The principal shall post guards at a safe distance from all building entrances to see that no one reenters until the buildings are declared safe. Monitors may be custodians, teachers or students.~~
- ~~4. Following the earthquake, the principal and custodian shall inspect all buildings for water and gas leaks, electrical breakages and large cracks or earth slippage affecting buildings. The principal shall notify utility companies of any break or suspected break in lines which may present an additional hazard. If damage has occurred, the custodian shall shut off all utilities at the main valve.~~
- ~~5. Teachers or students shall not light any stoves or burners after the earthquake until the area is declared safe.~~
- ~~6. If the principal believes the school is damaged sufficiently to be a hazard, he/she shall notify the CEO or designee and ask that the county or city building inspector check for~~

~~structural failure and equipment adequacy. Until this is done, the building shall not be occupied.~~

Lewis Center for Educational Research

AR 3516: BUSINESS AND NONINSTRUCTIONAL OPERATIONS EMERGENCIES AND DISASTER PREPAREDNESS PLAN PROCEDURES

Adopted: June 5, 2003

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~~The LCER disaster preparedness plan shall be available to staff, students and the public in the office of the CEO and in the office of each school location. Individual school site disaster plans shall be provided to each teacher and shall be available for public inspection at the principal's office. The principal shall make certain that students and staff are familiar with their site plan.~~

~~The Board shall grant the use of school buildings, grounds and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services it deems necessary to meet the community's needs.~~

~~Release of Students~~

~~The following procedures shall be followed in releasing students in the event of an emergency or disaster:~~

- ~~1. The principal or designee shall receive authorization from the CEO or designee before releasing students.~~
- ~~2. Individual students shall not leave a school site without receiving permission from the principal or designee.~~
- ~~3. Staff shall release students only to persons authorized on the student emergency card.~~
- ~~4. In absence of an emergency card or in an emergency in which reference to the emergency card is impossible, individual students shall be released, upon presentation of identification, to parents/guardians, persons authorized by the parents/guardians, or to authorized persons representing public agencies that may take responsibility, when necessary, for the safety of the student.~~
- ~~5. The principal or designee shall record the release of all students.~~

Role of Staff

~~School staff are considered disaster service workers and are subject to disaster service activities assigned to them. Staff shall not leave the campus without permission of CEO or designee.~~

~~During an emergency, staff shall fulfill the following roles:~~

- ~~1. The principal or designee shall assume overall control and supervision of activities at the school site during an emergency. He/she shall have authority to use discretionary judgment in emergency situations which do not permit execution of prearranged plans.~~

~~* In the event that the Town of Apple Valley is using our facility as the EOC (Emergency Operations Center) and their directions supercede those of the principal, we will follow those directions.~~

~~The principal or designee shall:~~

- ~~a. Direct evacuation of buildings~~
- ~~b. Arrange for transfer of students when their safety is threatened~~
- ~~c. Inform the CEO or designee of all emergency actions taken as soon as possible~~
- ~~d. Schedule periodical fire drills and other disaster preparedness exercises and keep appropriate records~~
- ~~e. Post directions for fire drills and civil defense drills in classrooms, multipurpose rooms, etc.~~

~~2. Teachers shall be responsible for supervision of students in their charge. Teachers shall:~~

- ~~a. Direct evacuation of students in their charge in accordance with the principal's instruction~~
- ~~b. Give the DROP command as necessary~~
- ~~c. Take attendance, stay with the students and provide supervision~~
- ~~d. Report missing students to the principal or designee~~
- ~~e. Send students in need of first aid to a person trained in first aid~~

~~3. Custodians are responsible for the use of emergency equipment, the handling of supplies and the use of available utilities. Custodians shall:~~

- ~~a. Survey and report damage to the principal~~
- ~~b. Direct rescue operations as required~~
- ~~c. Direct fire-fighting efforts until regular fire-fighting personnel take over~~
- ~~d. Control main shutoff valves for gas, water and electricity and ascertain that no hazard results from broken gas, water mains or fallen electrical lines~~
- ~~e. Disburse supplies and equipment as needed~~

~~4. The school secretary and secretarial staff shall:~~

- ~~a. Report a fire or disaster to the appropriate authorities~~
- ~~b. Answer telephones and monitor radio emergency broadcasts~~
- ~~c. Provide for the safety of essential school records and documents~~
- ~~d. Assist the principal as needed~~