

**High Desert “Partnership in Academic Excellence” Foundation, Inc. dba
LEWIS CENTER FOR EDUCATIONAL RESEARCH**

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

**Agenda for Regular Meeting of the Lewis Center for Educational Research Board
February 10, 2020 - Public Meeting – 4:00 p.m.**

**Meeting at 17500 Mana Rd., Apple Valley, CA, Gym Conference Room
Additional Location: Norton Science and Language Academy
503 E. Central Ave., San Bernardino, CA 92408, K5**

1. **CALL TO ORDER AND PLEDGE OF ALLEGIENCE:** Chairman
2. **ROLL CALL:** Chairman
3. **PUBLIC COMMENTS:** Members of the general public may address the Board during Public Comments or as items appearing on the agenda are considered. A time limit of three (3) minutes shall be observed. Those wishing to speak are invited to fill out a Request to Speak Card and give it to the Secretary.
4. **SPECIAL PRESENTATIONS:**
 - .01 AAE Ambassadors – Brielle DeLaHoussaye and Alex North
 - .02 Audit Presentation – Nigro and Nigro – Pg 3
 - .03 SARC Presentation – Valli Andreasen and Fausto Barragan
5. **DISCUSSION ITEMS:**
 - .01 Discuss LCER Board Chairman Leave of Absence
 - .02 Discuss Development of LCER Board Hub - Access to Pertinent Documents – Lisa Lamb – Pg 53
 - .03 Discuss AAE and NSLA Development Update – Larry Reider – Pg 54
 - .04 Discuss AAE and NSLA Bond Financing Update – John Phan
 - .05 Discuss Lewis Center Foundation Update – Jessica Rodriguez – Pg 56
6. **ACTION ITEMS:**
 - .01 Chairman to Appoint Marcia Vargas as the Chair of the Lewis Center Foundation
 - .02 Approve Multi-Year Auditor Agreement with Nigro and Nigro – David Gruber – Pg 57
 - .03 Approve AAE Management Services Agreement – David Gruber – Pg 64
 - .04 Approve NSLA Management Services Agreement – David Gruber – Pg 67
 - .05 Approve Charter School Property Solutions Development Consultant Services Agreement for AAE Construction Project – Larry Reider – Pg 70
 - .06 Approve Agreement with Tate Snyder Kimsey Architects for NSLA and Head Start Construction Projects – Lisa Lamb – Pg 81
 - .07 Approve Resolution 2020-02 – 2020 Bond Financing – David Gruber – Pg 163
 - .08 Approve BP 4119 Revision – Unlawful Harassment, Discrimination and Retaliation – Stacy Newman – Pg 167
 - .09 Approve AR 5145.13 – Response to Immigration Enforcement – Lisa Lamb – Pg. 173
 - .10 Approve BP 5145.13 – Response to Immigration Enforcement – Lisa Lamb – Pg 177
 - .11 Approve BP 5131.2 – Bullying – Lisa Lamb – Pg 178
 - .12 Approve BP 6020 - Parent Involvement – Lisa Lamb – Pg 181

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7. CONSENT AGENDA:

- .01 Approve Minutes of December 2, 2019 Regular Meeting – Pg 183
- .02 Approve Minutes of January 29, 2020 Special Meeting – Pg 186
- .03 Approve AAE Kitty Hawk Air Society 30 Hour Famine March 8-9, 2020 – Pg 187
- .04 Approve AAE ASB Every 15 Minutes Overnight Event March 9-10, 2020 – Pg 189
- .05 Approve AAE HOSA Field Trip to Long Beach, CA April 2-5, 2020 – Pg 200
- .06 Approve NSLA 7th Grade Field Trip to Dana Point Ocean Institute April 20-21, 2020 – Pg 209
- .07 Approve NSLA 2020-21 Calendar Revision – Pg 212

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

- .01 President/CEO – Lisa Lamb – Pg 214
- .02 LCER Financial Reports
 - Checks Over \$10K – Pg 221
 - Budget Comparisons – Pg 222
 - AAE and NSLA 1st Interim Reports – Pg 224
 - AAE and NSLA Federal Cash Management Data Collection Reports – Pg 263
- .03 Lewis Center Foundation Financial Report
 - December 2019 – Pg 266
- .04 LCER Board Attendance Log – Pg 267
- .05 LCER Board Give and Get – Pg 268

9. BOARD/STAFF COMMENTS:

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

10. CLOSED SESSION: Chairman

- .01 Conference With Legal Counsel Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (b) of Section 5495.6.9: (1 case)
- .02 Public Employment: President/Chief Executive Officer

11. ADJOURNMENT: Chairman

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

Date of meeting: February 10, 2020

Title: 2018-19 Annual Audit

Presentation: Consent: Action: Discussion: Information:

Background:

To review and provide detailed information about the closing of the 2018/2019 Fiscal Year Annual Audit. This will allow the Board of Directors the opportunity to review and interpret organizational stability and growth with relationship to the Lewis Center for Educational Research and the oversight of Academy for Academic Excellence and Norton Science and Language Academy.

Fiscal Implications (if any):

N/A

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

Recommendation:

Submitted by: David Gruber, Director of Finance, LCER

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

Includes the Following Charter Schools:

*Academy for Academic Excellence (Charter No. 0127); and
Norton Science and Language Academy (Charter No. 0903)*

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITORS' REPORT**

**For the Fiscal Year Ended
June 30, 2019**



THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.
For the Fiscal Year Ended June 30, 2019
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Financial Section



INDEPENDENT AUDITORS' REPORT

Board of Directors
The High Desert "Partnership in Academic Excellence" Foundation, Inc.
Apple Valley, California

Report on the Financial Statements

We have audited the accompanying financial statements of the High Desert "Partnership in Academic Excellence" Foundation, Inc. (a California nonprofit Organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, cash flows, and functional expenses for the fiscal year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the High Desert "Partnership in Academic Excellence" Foundation, Inc., as of June 30, 2019, and the changes in its net assets and its cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Foundation's basic financial statements. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements. The supplementary information on pages 24 to 29 and the schedule of expenditures of federal awards on page 30 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole. The information on page 23 has not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 19, 2019, on our consideration of the Foundation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation's internal control over financial reporting and compliance.



Murrieta, California
November 19, 2019

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Statement of Financial Position
June 30, 2019

ASSETS	
Current assets:	
Cash and cash equivalents	\$ 4,976,309
Accounts receivable	3,690,826
Prepaid expenses	84,717
Total current assets	<u>8,751,852</u>
Capital assets:	
Non-depreciable assets	1,033,288
Depreciable assets	26,329,098
Accumulated depreciation	<u>(8,950,402)</u>
Total Assets	<u><u>\$ 27,163,836</u></u>
LIABILITIES AND NET ASSETS	
Liabilities	
Current liabilities:	
Accounts payable	\$ 1,093,870
Accrued payroll and benefits	7,368
Unearned revenues	61,012
Due to student groups	21,864
Total current liabilities	<u>1,184,114</u>
Long-term liabilities:	
Portion due within one year	747,726
Portion due after one year	5,324,667
Total liabilities	<u>7,256,507</u>
Net assets	
Without donor restrictions:	
Designated	76,708
Undesignated	19,359,742
With donor restrictions	<u>470,879</u>
Total net assets	<u>19,907,329</u>
Total Liabilities and Net Assets	<u><u>\$ 27,163,836</u></u>

The notes to financial statements are an integral part of this statement.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Statement of Activities
For the Fiscal Year Ended June 30, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains, and other support			
Federal revenues	\$ 1,198,917	\$ -	\$ 1,198,917
LCFF revenues	20,078,513	-	20,078,513
State Special Education	876,379	-	876,379
Lottery	381,508	145,638	527,146
STRS on behalf payment	800,460	-	800,460
PERS on behalf payment	228,440	-	228,440
Other state revenues	652,814	309,228	962,042
Contributions	133,452	-	133,452
Student activities	8,106	-	8,106
Class fees	107,291	-	107,291
Food services	90,390	-	90,390
Other local revenues	458,714	26,060	484,774
Interest earned	54,462	231	54,693
Net assets released from restrictions	624,413	(624,413)	-
Total revenues, gains, and other support	25,693,859	(143,256)	25,550,603
Expenses			
Program Services:			
Education	15,633,476	-	15,633,476
Supporting Services:			
Management and general	7,171,175	-	7,171,175
Total Expenses	22,804,651	-	22,804,651
Change in net assets from operations	2,889,208	(143,256)	2,745,952
Repayment of state award (Note 8)	(263,093)	-	(263,093)
Unrealized gain (loss) on interest rate swap	(245,154)	-	(245,154)
Change in net assets	2,380,961	(143,256)	2,237,705
Net Assets			
Beginning of year	16,814,903	614,135	17,429,038
Adjustment for restatement (Note 9)	240,586	-	240,586
Adjusted net assets, beginning of year	17,055,489	614,135	17,669,624
End of year	\$ 19,436,450	\$ 470,879	\$ 19,907,329

The notes to financial statements are an integral part of this statement.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Statement of Cash Flows
For the Fiscal Year Ended June 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 2,237,705
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities:	
Depreciation	748,327
Amortization	31,789
Unrealized loss on interest rate swap	245,154
(Increase) decrease in operating assets:	
Accounts receivable	(550,148)
Prepaid expenses	(4,150)
Increase (decrease) in operating liabilities:	
Accounts payable	785,234
Accrued payroll and benefits	(710,807)
Unearned revenues	7,863
Due to student groups	<u>(9,155)</u>
Net cash provided (used) by operating activities	<u>2,781,812</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of equipment, construction costs and building improvements	<u>(383,606)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Acquisition of capital leases	154,396
Payments on outstanding financing arrangements	<u>(807,669)</u>
Net cash provided (used) by financing activities	<u>(653,273)</u>
Net increase (decrease) in cash	1,744,933
Cash and cash equivalents:	
Beginning of year	<u>3,231,376</u>
End of year	<u>\$ 4,976,309</u>
SUPPLEMENTAL DISCLOSURE	
Interest paid	<u>\$ 379,545</u>

The notes to financial statements are an integral part of this statement.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Statement of Functional Expenses
For the Fiscal Year Ended June 30, 2019

	<u>Program Services</u>	<u>Supporting Services</u>	
	<u>Education</u>	<u>Management And General</u>	<u>Total Expenditures</u>
Certificated salaries	\$ 8,467,597	\$ 943,781	\$ 9,411,378
Classified salaries	1,373,056	1,774,354	3,147,410
Benefits	3,824,807	1,323,445	5,148,252
Total Salaries and Benefits	<u>13,665,460</u>	<u>4,041,580</u>	<u>17,707,040</u>
Books & supplies	1,425,366	-	1,425,366
Services, other operating expenses	531,311	1,914,833	2,446,144
Noncapitalized equipment	11,339	55,101	66,440
Debt service	-	379,545	379,545
Depreciation	-	748,327	748,327
Amortization	-	31,789	31,789
Totals	<u>\$ 15,633,476</u>	<u>\$ 7,171,175</u>	<u>\$ 22,804,651</u>

The notes to financial statements are an integral part of this statement.

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

Notes to Financial Statements

June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

The High Desert "Partnership in Academic Excellence" Foundation, Inc. (the "Foundation"), a nonprofit organization, was organized in the State of California. The Foundation was formed as an Internal Revenue Code (IRC) Section 501(c)(3) non-profit public benefit corporation. The Foundation operates two charter schools pursuant to California Education Code 47600. The Foundation for Academic Excellence (AAE) operates under a charter with Apple Valley Unified School District in Apple Valley, California. The other school, Norton Science and Language Academy, operates under a charter with San Bernardino County Board of Education in San Bernardino, California. The Foundation provides classroom-based instruction and receives most of its revenue from federal and state grants.

B. Promises to Give

Contributions are recognized when the donor makes a promise to give to the Foundation that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, donor-restricted net assets are reclassified to net assets without donor restrictions.

The Foundation uses the allowance method to determine uncollectible unconditional promises receivable. The allowance is based on prior years' experience and management's analysis of specific promises made. As of June 30, 2019, the Foundation determined that there were no uncollectible accounts.

C. Basis of Presentation and Accounting

The financial statements of the Foundation have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). ASC 958-205 was effective January 1, 2018 and addresses general-purpose external financial statements appropriate for not-for-profit organizations.

Under the provisions of the ASC 958-205, net assets and revenues, and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met either by the actions of the not-for-profit organization to satisfy a particular purpose restriction, or by the passage of time. Some donor restrictions are perpetual (or permanent) in nature, whereby the donor has stipulated the funds be maintained in perpetuity, whereby the corpus of the donation must remain unspent.

At June 30, 2019, the Foundation had net assets without donor restrictions of \$19,436,450, and net assets with donor restrictions of \$470,879.

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

Notes to Financial Statements

June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

D. New Accounting Pronouncement

In August 2016, FASB issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*, which makes several changes to the current reporting model for Not-for-Profit entities (NFPs). The standard is effective for fiscal years beginning after December 15, 2017. The ASU has been applied retrospectively to all periods presented. A summary of the most significant changes includes:

1. *Net Asset Categories*

As opposed to three classes of net assets, the new reporting standard presents two classes of net assets: those with donor-imposed restrictions and those without. Details of restrictions on use of resources will be presented in the notes. Any board designation of net assets must also be disclosed.

2. *Liquidity and Availability of Resources*

Not-for-profit organizations must provide information about the liquidity of assets or maturity of liabilities, including the effects of restrictions and internal appropriations, by:

- a. Ordering assets according to nearness of conversion to cash and liabilities according to nearness of use of cash due to maturity.
- b. Classifying assets and liabilities as current and noncurrent.
- c. Disclosing any additional information regarding liquidity or maturity of assets and liabilities.

Also, qualitative and quantitative information about the management of liquid resources to meet cash needs for general expenditures within one year of the date of the statement of financial position must be disclosed.

3. *Expense Reporting*

According to ASU 2016-14, all not-for-profit organizations must now disclose information as to the nature and function of expenses. Natural classifications must be disclosed separately from functional classifications.

4. *Statement of Cash Flows*

Prior to the implementation of ASU 2016-14, if the direct method of presenting the statement of cash flows was used, there was a requirement to also disclose the indirect method. That requirement no longer exists. There are no other changes as to the classification of cash flows by operating, investing and financing categories.

5. *Investment Return*

Gross investment revenues (dividends, interest, gains/losses) must now be reported net of related expenses (internal and external) on the face of the Statement of Activities.

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

Notes to Financial Statements

June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Revenue Recognition

The Organization has also adopted FASB ASC 958-605. The "Contributions Received" subsections of that standard provides guidance for contributions of cash and other assets received, including promises to give. Contributions, including sponsorships, are recognized as revenue at the earlier of the period promised or earned and received. Contributions received with the presence of donor-imposed restrictions are reported in the Statement of Activities in the column 'with donor restrictions,' subject to time, purpose or other conditionality. Once restrictions have been satisfied, amounts are reclassified to 'without donor restrictions.' If donor-imposed restrictions are satisfied within the same accounting period as revenue is earned, the Organization's policy is to present the amounts as without donor restrictions. Grants are recognized during the period the contract is entered and related services have been performed. Program fees and events revenues are recognized upon completion of services performed.

F. Donated Materials and Supplies

Donated materials and supplies are recorded as contributions at their estimated fair market value at the date of donation if a value can be reasonably determined. Such donations are reported as increases in unrestricted net assets unless the donor has restricted the donated asset to a specific purpose.

G. Contributed Services

During the year ended June 30, 2019, the value of contributed services meeting the requirements for recognition in the financial statements was not material and has not been recorded. In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization, but these services do not meet the criteria for recognition as contributed services.

H. Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Significant estimates include the lives used for depreciation of property and equipment and allocation of costs between the various programs and expense categories. Actual results could differ from those estimates.

I. Income Taxes

The Foundation is a non-profit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The Foundation files information returns in the U.S. federal jurisdiction, and the state of California. The statute of limitations for federal and California state tax purposes is generally three and four years, respectively.

J. Cash and Cash Equivalents

The Foundation considers certificates of deposit with a maturity date of 90 days or longer to be investments. At year-end and throughout the year, the Foundation's cash balances were deposited in three financial institutions. As of June 30, 2019, the Foundation did not hold any cash as investments.

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.

Notes to Financial Statements

June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

K. Custodial Credit Risk

The Organization maintains its cash at three financial institutions. Cash balances are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). At various times during the year, the amount on deposit with a single financial institution may exceed federal depository insurance limits and be exposed to custodial credit risk. At June 30, 2019, the Organization had cash in the amount of \$4,302,150, which was exposed to this risk.

The Bank also holds \$351,656 in trust that is not subject to this credit risk.

L. Accounts Receivable

Accounts receivable consists mainly of grants and contract payments from other public agencies. No allowance for uncollectable amounts has been estimated as creditworthiness of payors and industry experience provide evidence to support amounts as fully collectible.

M. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

N. Capital Assets

Capital assets purchased or acquired with an original cost of \$5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Items that, as a whole, create an asset with a combined cost exceeding \$5,000 have also been capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

	Estimated Useful Life in Years
Furniture, Equipment and Leasehold Improvements	3-25
Buildings	10-39

Depreciation expense for 2018-19 was \$748,327.

O. Unearned Revenues

Unearned revenues represent payments received in advance for services that have not yet been performed or from cost-reimbursement grants for which expenses have not yet been incurred.

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.

Notes to Financial Statements

June 30, 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

P. Fair Value Measurements

In accordance with fair value measurements, the Foundation categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement.

Financial assets and liabilities recorded on the balance sheet are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Inputs that reflect unadjusted quoted prices in active markets for identical investments, such as stocks, corporate and government bonds. The Foundation has the ability to access the holding and quoted prices as of the measurement date.

Level 2 – Inputs, other than quoted prices, that are observable for the asset or liability either directly or indirectly, including inputs from markets that are not considered to be active.

Level 3 – Inputs that are unobservable. Unobservable inputs reflect the Foundation's own assumptions about the factors market participants would use in pricing an investment, and is based on the best information available in the circumstances.

Q. Functional Allocation of Expenses

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function, as shown in the Statement of Functional Expenses. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. Such allocations are determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Grants	Time and effort
Salaries and benefits	Time and effort
Occupancy / rent	Facilities square footage
Insurance	Policy type and nature of coverage
Utilities	Facilities square footage
Supplies	Time and effort
Depreciation	Facilities square footage
Amortization	Time and effort

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

Notes to Financial Statements

June 30, 2019

NOTE 2 - CASH AND CASH EQUIVALENTS

In conjunction with the Foundation's prior year financing agreement with the California Municipal Finance Authority (Note 5.A.), Union Bank has been engaged to hold funds in trust relating to repayment of bond obligation debt and interest. The accounts involved are listed below as Restricted for Debt Service Held by Trustee. All of the funds in the accounts are invested in Blackrock Liquidity Fund T Fund Dollar MMKT Shares. Each share is valued at \$1 and there is no gain or loss on the transactions. Per the Tetra financing agreement (Note 5.C.), funds also held in Prime Alliance Bank are restricted as escrow funds as shown below:

Demand Deposits in Bank:	
Union Bank	\$ 4,343,626
Desert Community Bank	230,922
Total Cash in Banks	<u>4,574,548</u>
 Restricted for Debt Service Held by Trustee:	
Union Bank Corporate Trust Department	351,656
Prime Alliance Bank	50,105
	<u>401,761</u>
 Total Cash and Cash Equivalents	 <u><u>\$ 4,976,309</u></u>

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2019, consisted of the following:

Federal Government:	
Special Education	\$ 251,781
School lunch and breakfast program	143,945
Title I	92,289
Title II	98,576
NASA Juno	56,243
Title III	17,300
State Government:	
LCFF	2,327,496
Special Education	97,328
Mandated costs	196,713
Lottery	242,738
School lunch and breakfast program	161,499
Local:	
Other	4,918
 Total	 <u><u>\$ 3,690,826</u></u>

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

Notes to Financial Statements

June 30, 2019

NOTE 4 – CAPITAL ASSETS AND DEPRECIATION

A schedule of changes in capital assets for the year ended June 30, 2019, is shown below:

	Balance, July 1, 2018	Additions	Retirements	Balance, June 30, 2019
Capital assets not being depreciated:				
Land	\$ 798,729	\$ -	\$ -	\$ 798,729
Construction in progress	177,520	139,716	82,677	234,559
Total capital assets not being depreciated	<u>976,249</u>	<u>139,716</u>	<u>82,677</u>	<u>1,033,288</u>
Capital assets being depreciated:				
Buildings & improvements	19,298,068	-	-	19,298,068
Furniture & equipment	1,980,150	228,404	-	2,208,554
Leasehold improvements	4,724,313	98,163	-	4,822,476
Total capital assets being depreciated	<u>26,002,531</u>	<u>326,567</u>	<u>-</u>	<u>26,329,098</u>
Accumulated depreciation for:				
Buildings & improvements	(5,244,930)	(499,906)	-	(5,744,836)
Furniture & equipment	(1,459,784)	(72,752)	-	(1,532,536)
Leasehold improvements	(1,497,361)	(175,669)	-	(1,673,030)
Total accumulated depreciation	<u>(8,202,075)</u>	<u>(748,327)</u>	<u>-</u>	<u>(8,950,402)</u>
Total capital assets being depreciated, net	<u>17,800,456</u>	<u>(421,760)</u>	<u>-</u>	<u>17,378,696</u>
Total capital assets, net	<u>\$ 18,776,705</u>	<u>\$ (282,044)</u>	<u>\$ 82,677</u>	<u>\$ 18,411,984</u>

NOTE 5 – LONG-TERM LIABILITIES

A schedule of changes in long-term liabilities for the year ended June 30, 2019, is shown below:

	Balance, July 1, 2018	Additions	Deductions	Balance, June 30, 2019	Amount Due Within One Year
Bonds payable					
Principal repayments	\$ 4,995,000	-	\$ 130,000	\$ 4,865,000	\$ 135,000
Unamortized debt issuance costs	(394,269)	-	(31,789)	(362,480)	(15,760)
Total bonds payable	<u>4,600,731</u>	<u>-</u>	<u>98,211</u>	<u>4,502,520</u>	<u>119,240</u>
Capital leases	82,708	154,397	94,919	142,186	89,154
Voluntary retirement program	117,154	-	117,154	-	-
Interest rate swap	340,862	245,154	-	586,016	-
Other post employment benefits	22,500	-	16,000	6,500	6,500
Lease purchase - Tetra Financial Group	1,284,767	-	449,596	835,171	532,832
Total Long-Term Liabilities	<u>\$ 6,448,722</u>	<u>\$ 399,551</u>	<u>\$ 775,880</u>	<u>\$ 6,072,393</u>	<u>\$ 747,726</u>

A. Bonds

On September 19, 2012, the Foundation entered into an agreement with the California Municipal Finance Authority, whereby the Authority issued partially tax-exempt bonds in the total amount of \$5,640,000, and the Foundation borrowed the same amount from the Authority. Payments on the obligation of the Foundation are in the same amount and have the same due dates as the bonds issued by the Authority. Total debt issuance costs were \$501,523 and are amortized over the repayment period. Annual amortization is presented as amortization expense on the Statement of Functional Expense. Unamortized debt issuance costs are presented in the above schedule as a direct reduction of the liability per FASB ASC 2015-03. Amortization cost for the year ending June 30, 2019, was \$31,789.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Notes to Financial Statements
June 30, 2019

NOTE 5 - LONG-TERM LIABILITIES (continued)

A. Bonds (continued)

The Foundation has pledged real estate it owns in Apple Valley, California as well as other consideration. The security is enhanced by a letter of credit issued by Union Bank which guarantees payment of the Authority loan in case of default by the Foundation. The Foundation pays a 1.8% fee to the bank. The letter of credit is due to expire September 19, 2019, at which time management expects the bank to extend the letter of credit or to loan funds to the Foundation under a new mortgage obligation.

Following is a schedule of future principal and interest payments due under the agreement:

Fiscal Year	Principal	Interest	Total
2019-20	\$ 135,000	\$ 95,709	\$ 230,709
2020-21	140,000	92,528	232,528
2021-22	150,000	89,682	239,682
2022-23	155,000	86,565	241,565
2023-24	160,000	83,504	243,504
2024-29	890,000	363,636	1,253,636
2029-34	1,070,000	262,350	1,332,350
2034-39	1,280,000	140,499	1,420,499
2039-42	885,000	16,642	901,642
Total	<u>\$ 4,865,000</u>	<u>\$ 1,231,115</u>	<u>\$ 6,096,115</u>

B. Capital Leases

The Foundation has entered into various agreements with Apple Inc. for MacBooks. The leases were entered into in fourteen phases and call for payments to be made over a three-year period. Imputed interest on the leases is between 4.5% - 5.2% per annum. Phases 1 through 13 have been paid in full as of June 30, 2019. The final Phase 14 balance was paid in full during 2018-19.

The Foundation entered into various lease agreements with Apple, Inc. for iPads:

Phase I: The Foundation entered into a lease agreement in May 2017 to finance the purchase of iPad equipment to be used for instructional programs. The total cost of purchase was \$107,370, which is the amount represented in capital assets. Amortization expense is included in depreciation expense for the period.

The monthly lease payments commenced July 1, 2017 in the amount of \$3,223 for 36 months. The balance due at June 30, 2019, was \$37,732.

Phase II: The Foundation entered into a lease agreement in June 2018, to finance the purchase of iPad equipment to be used for instructional programs. The annual lease payments commenced August 2018 in the amount of \$54,788 for each of 3 years. The total cost of purchase was \$154,397, which is the amount represented in capital assets. Amortization expense is included in depreciation expense for the period. The balance due at June 30, 2019 was \$104,454.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Notes to Financial Statements
June 30, 2019

NOTE 5 - LONG-TERM LIABILITIES (continued)

B. Capital Leases (continued)

The following is a schedule of payments, less amounts representing imputed interest, due under the agreements:

Fiscal Year	iPad Phase I Payment Amount	iPad Phase II Payment Amount	Total Amount
2019-20	\$ 38,034	\$ 54,787	\$ 92,821
2020-21	-	54,787	54,787
Total	38,034	109,574	147,608
Less amounts representing imputed interest	(302)	(5,120)	(5,422)
Net present value liability due at June 30, 2019	<u>\$ 37,732</u>	<u>\$ 104,454</u>	<u>\$ 142,186</u>

C. Sale Leaseback Arrangement

The Foundation entered into an agreement with Tetra Financial Group in January 2015, wherein it sold certain assets of the organization for a nominal price to Tetra which has become partial security for advances from Tetra to complete capital expenditures on Foundation property at 17500 Mana Road, Apple Valley, California. Additional pledged collateral includes a security deposit of \$49,500. The construction included expansion of parking and student drop-off/pickup areas, acquisition and installation of modular classrooms, and other on and offsite improvements. The construction was for the purpose of consolidating the Foundation for Academic Excellence facilities into one campus. Advances from Tetra are included in long-term liabilities less the portion due to Tetra within one year which is included. The outstanding balance as of June 30, 2019, was \$835,171. The following is a schedule of future payments according to the agreement:

Fiscal Year	Amount	Interest	Total
2019-20	\$ 532,832	\$ 102,374	\$ 635,206
2020-21	302,339	15,264	317,603
Total	<u>\$ 835,171</u>	<u>\$ 117,638</u>	<u>\$ 952,809</u>

D. Line of Credit

The Foundation entered into an agreement with Union Bank for a note which represents a line of credit. The maximum amount of funds available under the line of credit is \$1,000,000. As of June 30, 2019, there is no outstanding balance.

E. Voluntary Retirement Program

The Foundation approved a voluntary retirement program during the 2013-14 fiscal year for eligible employees. Eight employees who met the eligibility requirements elected early retirement. The agreement requires the Foundation to make five payments over the course of five years through annual installments to the retirees that participated in the plan. The agreement is noninterest bearing. The obligation was paid in full as of June 30, 2019.

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

Notes to Financial Statements

June 30, 2019

NOTE 5 - LONG-TERM LIABILITIES (continued)

F. Interest Rate Swap Agreement - Hedging Instrument

On October 23, 2013, the Foundation entered into an interest rate swap hedging agreement with Union Bank. The interest rate swap agreement is intended to allow the Foundation to minimize the risk of future interest rate fluctuations related to the bonds described above. As the variable interest rate on the bonds decreases, the interest rate swap liability increases. The agreement expires October 1, 2033 and has a fixed interest rate of 3.24%. The fair value of the interest rate swap agreement is the estimated amount the swap issuer would receive or pay to terminate the agreement at the reporting date, taking into account current interest rates and the current credit worthiness of the swap counter party. In particular, the fair value of the interest rate swap agreement is based on observable inputs that reflect quoted prices by the swap counter party, representing a Level 1 input. If the market became inactive or unobservable, a transfer in level of fair value hierarchy may occur.

The change in the liability under the interest rate swap agreement is recorded as an unrealized gain (loss) within the statement of activities with an offsetting increase (decrease) to the swap liability account. The fair value of the interest rate swap agreement, which is measured on a recurring basis, for the year ended June 30, 2019 was \$586,016.

G. OPEB Payout to Prior Employee

On May 6, 2016, the Foundation and a former employee entered into a final and binding settlement of all claims and potential claims, if any, with respect to their employment relationship. The Foundation offered a severance package at termination of employment to be paid over a three-year period. The outstanding balance as of June 30, 2019, was \$6,500.

The following is a schedule of future payments under the program:

Fiscal Year	Amount
2019-20	\$ 6,500

NOTE 6 - NET ASSET CLASSIFICATIONS

Net assets with donor restrictions consisted of the following at June 30, 2019:

Net assets subject to expenditure for specified purpose:	
Low-Performing Student Block Grant	\$ 302,332
Classified School Employee Professional Development	6,896
Restricted for capital campaigns	62,725
Restricted for Davis Aeronautics	1,020
Restricted for scholarships	22,378
Total	<u>395,351</u>
 Subject to spending policy and appropriation:	
HIDAS Endowment	64,528
Davis Aeronautics	11,000
Total	<u>75,528</u>
Total net assets with donor restrictions	<u><u>\$ 470,879</u></u>

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.
Notes to Financial Statements
June 30, 2019

NOTE 6 – NET ASSET CLASSIFICATIONS (continued)

Net assets with internal board designations consisted of the following at June 30, 2019:

Designated by the board for:	
Capital campaigns	\$ 49,001
Scholarships	<u>27,707</u>
Total net assets with internal designations	<u>\$ 76,708</u>

NOTE 7 – EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS), and classified employees are members of the California Public Employees' Retirement System (CalPERS). The Foundation is a participant in the plans and its contributions do not exceed 5% of total plan-level contributions.

The details of each plan are as follows:

A. California State Teachers' Retirement System (CalSTRS)

Plan Description

The Foundation contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2017, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <http://www.calstrs.com/actuarial-financial-and-investor-information>.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the state is the sponsor of the STRP and obligor of the trust. In addition, the state is both an employer and nonemployer contributing entity to the STRP.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Notes to Financial Statements
June 30, 2019

NOTE 7 – EMPLOYEE RETIREMENT PLANS (continued)

A. California State Teachers' Retirement System (CalSTRS) (continued)

Benefits Provided (continued)

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the state is the sponsor of the STRP and obligor of the trust. In addition, the state is both an employer and nonemployer contributing entity to the STRP.

The Foundation contributes exclusively to the STRP Defined Benefit Program, thus disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2019, are summarized as follows:

	STRP Defined Benefit Program	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date	2% at 60	2% at 62
Benefit Formula	5 years of service	5 years of service
Benefit Vesting Schedule	Monthly for life	Monthly for life
Benefit Payments	60	62
Retirement Age	2.0%-2.4%	2.0%-2.4%
Monthly Benefits as a Percentage of Eligible Compensation	10.25%	10.205%
Required Member Contribution Rate	16.28%	16.28%
Required Employer Contribution Rate	9.828%	9.828%
Required State Contribution Rate		

Contributions

Required member District and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contributions rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven year period. The contribution rates for each program for the year ended June 30, 2019, are presented above and the Foundation's total contributions were \$1,267,750.

The Foundation's contributions to CalSTRS and required employer contribution rate for the last three fiscal years were as follows:

	Contribution	Required Contribution Rate
2018-19	\$ 1,267,750	16.28%
2017-18	\$ 1,315,861	14.43%
2016-17	\$ 1,024,601	12.58%

On-Behalf Payments

The Foundation was the recipient of on-behalf payments made by the State of California to STRS for the benefit of covered employees' retirement savings. These payments consist of state General Fund contributions of \$800,459 to STRS. This estimate was based on 9.828% of covered payroll expenses for the 2016-17 year.

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

Notes to Financial Statements

June 30, 2019

NOTE 7 - EMPLOYEE RETIREMENT PLANS (continued)

B. California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2017 annual actuarial valuation report, Schools Pool Accounting Report. This report and CalPERS audited financial information are publically available reports that can be found on the CalPERS website under Forms and Publications at: <https://www.calpers.ca.gov/page/employers/actuarial-services/gasb>.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2019, are summarized as follows:

	Schools Pool (CalPERS)	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date	December 31, 2012	January 1, 2013
Benefit Formula	2% at 55	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	55	62
Monthly Benefits as a Percentage of Eligible Compensation	1.1%-2.5%	1.0%-2.5%
Required Employee Contribution Rate	7.00%	6.50%
Required Employer Contribution Rate	18.062%	18.062%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

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

Notes to Financial Statements

June 30, 2019

NOTE 7 - EMPLOYEE RETIREMENT PLANS (continued)

B. California Public Employees Retirement System (CalPERS) (continued)

Contributions (continued)

The Foundation is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2019, are presented above and the total Foundation contributions were \$624,094.

The Foundation's contributions to CalPERS for the last three fiscal years were as follows:

	<u>Contribution</u>	<u>Required Contribution Rate</u>
2018-19	\$ 624,094	18.062%
2017-18	\$ 523,612	15.531%
2016-17	\$ 511,083	13.05%

On-Behalf Contributions

The State of California normally makes no contributions to CalPERS on behalf of the Foundation. However, for the 2018-19 fiscal year, California Senate Bill No. 90 (SB 90) was signed into law on June 27, 2019, and appropriated contributions of \$904,000,000. Under accounting principles generally accepted in the United States of America, these amounts are reported as revenues and expenditures in the financial statements. The total amount recognized by the Foundation, per each charter, for its proportionate share of the State's on-behalf contributions is as follows:

Academy for Academic Excellence	\$ 157,838
Norton Science and Language Academy	<u>70,602</u>
Total	<u>\$ 228,440</u>

C. Alternative Retirement Program (APL)

Plan Description

The Alternative Retirement Program is a non-qualified Internal Revenue Code Section 457 plan. The plan covers part-time, seasonal and temporary employees and employees not covered by another retirement system, pursuant to the requirements of Internal Revenue Code Section 3121(b)(7)(f). The benefit provisions and contribution requirements of the plan members and the Foundation are established and may be amended by the Board of Trustees.

Funding Policy

The APL retirement is funded solely by employee contributions. The plan is administered by Midamerica Administrative Solutions, Inc. The allowable percentage of employee contributions is limited to 7.5% of their salary.

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

Notes to Financial Statements

June 30, 2019

NOTE 8 – COMMITMENTS AND CONTINGENCIES

A. State and Federal Allowances, Awards, and Grants

The Foundation has received federal and state funds for specific purposes that are subject to review and audit by the grantor agencies. Due to the pending closure and relocation of the Norton Science and Language Academy school site, the Foundation has been required by the California Energy Commission to remit payment of remaining Proposition 39 Clean Energy Act funds due to inability to implement the proposed project. The amount is estimated to be repaid in 2019-20 and has been accrued at \$263,093.

B. Litigation

The Foundation is involved in certain legal matters that arose out of the normal course of business. The Foundation has not accrued a liability for any potential litigation against it because it does not meet the criteria to be considered a liability at June 30, 2019.

As of June 30, 2019, the Foundation resolved all matters pertaining to the open litigation related to the Norton Science and Language Academy and the agreement to develop a new Head Start Facility located on the desired site of the new Norton campus.

At this time, the Foundation has begun the pre-development work to begin the CEQA process, including submitting city permits and initial architectural planning of the site. Until the completion of CEQA, and bond financing issuance to confirm the ability to develop a new campus for operation there is limited liability to provide assurance of the new construction.

B. Purchase Commitments

The Foundation maintains an open contract purchase commitment for \$49,783 for architectural and initial project planning services for the expansion and relocation of its Norton campus.

NOTE 9 – RESTATEMENT

Beginning net assets have been restated by \$240,586 on a combined basis due to errors in reported payroll liabilities from prior years.

NOTE 10 – INTRACOMPANY LOANS

The Foundation's Academy for Academic Excellence paid \$716,989 in debt service payments on behalf of the Lewis Center during 2018-19. This represents intracompany loans for short-term financing purposes and is presented in the Statement of Financial Position – Combined Charter Schools. The amounts are eliminated in the Foundation-wide Statement of Financial Position.

NOTE 11 – SUBSEQUENT EVENTS

Events subsequent to June 30, 2019, have been evaluated through November 19, 2019, the date at which the Foundation's audited financial statements were available to be issued.

The Lewis Center for Educational Research is scheduled to refinance its current long-term debt during the 2019-20 Fiscal Year. The goal for the refinance is to consolidate all current debt consisting of the TETRA lease-purchase and 2012 Series Bonds financed with Union Bank. This debt consists of the construction and development costs of the Academy for Academic Excellence.

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

Notes to Financial Statements

June 30, 2019

NOTE 11 – SUBSEQUENT EVENTS (continued)

Through this refinance, the Lewis Center for Educational Research is creating a separate limited liability company (LLC) to include all current refinanced debt as well as new issuances totaling \$3 million. The total bond debt outstanding, after the refinance and acquisition of new debt, will reach an estimated \$10 million with a term of 38 years. The newly acquired debt, combined with lowered debt service payments on the existing debt, will provide the financing to build a multi-purpose space for lunch service and a stage for performances and awards.

In addition to the refinance of the current cross-collateralized debt, the development of a new campus for the Norton Science and Language Academy is also creating the necessity to have new bonds issued for the campus. This project will allow Norton to grow the educational program to a TK-12 campus consisting of approximately 85,000 square feet of teaching/office space. A TK-12 program is currently described in the Norton Charter with its authorizer. The projected total costs for this project will be approximately \$40 million. As such, new bond debt with a term of 38 years and will be issued in the name of another separate LLC specific to this campus and is estimated to be issued during the 2019-20 fiscal year.

Supplementary Information

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.

Organizational Structure

June 30, 2019

The High Desert “Partnership in Academic Excellence” Foundation, Inc. (the “Foundation”) is a California nonprofit public benefit corporation under Internal Revenue Code Section 501(c)(3), whose purpose is to promote and support the educational needs of the students, teachers, and community members. The promotion and support is accomplished through several areas, including providing tours of the center for students and sponsoring various educational programs. Beginning in July 1997, the Foundation also became the umbrella organization for the Foundation for Academic Excellence (Charter No. 0127). The Foundation is a charter school sponsored by Apple Valley Unified School District.

On September 21, 2006, the San Bernardino County Superintendent of Schools approved a second charter school to be operated by the Foundation, known as the Norton Science and Language Academy (Charter No. 0903). This school began instruction August 25, 2008. The Norton school began with classes in kindergarten through second grade. One grade level was added each subsequent school year until 8th grade was included. As of June 30, 2019, the School included grades K-8. Enrollment is frozen at grades K-8 until resources to expand become available. Once resources become available, the School will consider grades 9-12 alternatives.

BOARD OF DIRECTORS

Member	Office	Term Expires
Duberly Beck	Chairman of the Board	December, 2019
Sharon Page	Vice Chairman	December, 2021
Marcia Vargas	Secretary	December, 2019
James Morris	Treasurer	December, 2020
Patricia Caldwell	Member	December, 2021
Jessica Rodriguez	Member	December, 2022
Omari Onyango	Member	December, 2021
David Rib	Member	December, 2021
Rick Wolf	Member, AVUSD Appointee	Not Applicable

ADMINISTRATORS

Lisa Lamb,
President/CEO

David Gruber,
Director of Finance

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Statement of Financial Position – Combined Charter Schools
June 30, 2019

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research	Total
ASSETS				
Cash	\$ 1,175,224	\$ 2,505,955	\$ 1,295,130	\$ 4,976,309
Accounts receivable	2,226,383	1,403,282	61,161	3,690,826
Prepaid expenses	-	-	84,717	84,717
Intracompany receivables (Note 10)	716,989	-	-	716,989
Capital assets:				
Non-depreciable assets	-	139,716	893,572	1,033,288
Depreciable assets	99,928	114,076	26,115,094	26,329,098
Accumulated depreciation	(14,153)	(15,844)	(8,920,405)	(8,950,402)
Total Assets	\$ 4,204,371	\$ 4,147,185	\$ 19,529,269	\$ 27,880,825
LIABILITIES AND NET ASSETS				
Liabilities				
Accounts payable	\$ 268,610	\$ 701,013	\$ 124,247	\$ 1,093,870
Accrued payroll and benefits	4,591	1,066	1,711	7,368
Unearned revenues	52,658	8,354	-	61,012
Due to student groups	-	-	21,864	21,864
Intracompany payables (Note 10)	-	-	716,989	716,989
Long term liabilities:				
Portion due within one year	25,711	25,711	696,304	747,726
Portion due after one year	26,516	26,516	5,271,635	5,324,667
Total liabilities	378,086	762,660	6,832,750	7,973,496
Net assets				
Without donor restrictions	3,493,851	3,345,006	12,597,593	19,436,450
With donor restrictions	332,434	39,519	98,926	470,879
Total net assets	3,826,285	3,384,525	12,696,519	19,907,329
Total Liabilities and Net Assets	\$ 4,204,371	\$ 4,147,185	\$ 19,529,269	\$ 27,880,825

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.
Statement of Activities – Combined Charter Schools
For the Fiscal Year Ended June 30, 2019

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research	Total
REVENUES, GAINS, AND OTHER SUPPORT				
Federal revenues	\$ 420,317	\$ 722,357	\$ 56,243	\$ 1,198,917
LCFF revenues	12,531,030	7,547,483	-	20,078,513
State special education	619,534	256,845	-	876,379
Lottery	341,912	185,234	-	527,146
STRS on behalf payment	527,156	273,304	-	800,460
PERS on behalf payment	157,838	70,602	-	228,440
Other state revenues	542,602	419,440	-	962,042
Contributions	38,109	9,635	85,708	133,452
Student activities	8,045	61	-	8,106
Class fees	4,365	102,926	-	107,291
Food services	75,807	14,583	-	90,390
Other local revenues	174,418	132,880	177,476	484,774
Interest earned	-	-	54,693	54,693
Transfers in/(out)	(1,350,833)	(1,101,163)	2,451,996	-
Total Revenues, Gains, and Other Support	14,090,300	8,634,187	2,826,116	25,550,603
EXPENSES				
Certificated salaries	5,699,819	3,234,819	476,740	9,411,378
Classified salaries	1,188,432	823,638	1,135,340	3,147,410
Benefits	2,881,303	1,628,282	638,667	5,148,252
Books and supplies	755,131	554,600	115,635	1,425,366
Noncapitalized equipment	25,778	29,090	11,572	66,440
Services, other operating expenses	964,923	935,068	546,153	2,446,144
Debt service	300,426	2,423	76,696	379,545
Depreciation	14,153	15,844	718,330	748,327
Amortization	-	-	31,789	31,789
Total Expenses	11,829,965	7,223,764	3,750,922	22,804,651
Change in net assets from operations	2,260,335	1,410,423	(924,806)	2,745,952
Repayment of state award (Note 8)	-	(263,093)	-	(263,093)
Unrealized gain/(loss) on interest rate swap	-	-	(245,154)	(245,154)
Change in net assets	2,260,335	1,147,330	(1,169,960)	2,237,705
Net Assets				
Beginning of year	1,348,410	2,102,935	13,977,693	17,429,038
Adjustment for restatement (Note 9)	217,540	134,260	(111,214)	240,586
Adjusted net assets, beginning of year	1,565,950	2,237,195	13,866,479	17,669,624
End of year	\$ 3,826,285	\$ 3,384,525	\$ 12,696,519	\$ 19,907,329

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.
Statement of Cash Flows – Combined Charter Schools
For the Fiscal Year Ended June 30, 2019

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Increase (decrease) in net assets	\$ 2,260,335	\$ 1,147,330	\$ (1,169,960)	\$ 2,237,705
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities:				
Depreciation	14,153	15,844	718,330	748,327
Amortization	-	-	31,789	31,789
Unrealized loss on interest rate swap	-	-	245,154	245,154
(Increase) decrease in operating assets:				
Accounts receivable	(530,175)	39,186	(59,159)	(550,148)
Prepaid expenses	-	-	(4,150)	(4,150)
Intercompany receivables	(716,989)	-	-	(716,989)
Increase (decrease) in operating liabilities:				
Accounts payable	98,018	585,033	102,183	785,234
Accrued payroll and benefits	(336,094)	(214,165)	(160,548)	(710,807)
Unearned revenues	52,658	8,354	(53,149)	7,863
Due to student groups	-	-	(9,155)	(9,155)
Intercompany payables	-	-	716,989	716,989
Net cash provided (used) by operating activities	<u>841,906</u>	<u>1,581,582</u>	<u>358,324</u>	<u>2,781,812</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of equipment, construction costs and building improvements	(99,928)	(253,792)	(29,886)	(383,606)
CASH FLOWS FROM FINANCING ACTIVITIES				
Acquisition of capital leases	77,198	77,198	-	154,396
Payments on outstanding loans and leases	(24,971)	(24,971)	(757,727)	(807,669)
Net cash provided (used) by financing activities	<u>52,227</u>	<u>52,227</u>	<u>(757,727)</u>	<u>(653,273)</u>
Increase (decrease) in cash	794,205	1,380,017	(429,289)	1,744,933
Cash and cash equivalents:				
Beginning of year	381,019	1,125,938	1,724,419	3,231,376
End of year	<u>\$ 1,175,224</u>	<u>\$ 2,505,955</u>	<u>\$ 1,295,130</u>	<u>\$ 4,976,309</u>
SUPPLEMENTAL DISCLOSURE:				
Interest paid	<u>\$ 300,426</u>	<u>\$ 2,423</u>	<u>\$ 76,696</u>	<u>\$ 379,545</u>

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.

Schedule of Average Daily Attendance

For the Fiscal Year Ended June 30, 2019

ACADEMY FOR ACADEMIC EXCELLENCE

	Second Period Report	Annual Report
	Certificate No. 12D8379C	Certificate No. CA1C6B51
Regular ADA:		
Transitional Kindergarten through Third	417.57	417.28
Fourth through Sixth	336.45	335.42
Seventh through Eighth	239.92	240.02
Ninth through Twelfth	395.12	391.17
Total Regular ADA	<u>1,389.06</u>	<u>1,383.89</u>

NORTON SCIENCE AND LANGUAGE ACADEMY

	Second Period Report	Annual Report
	Certificate No. 917CFF3B	Certificate No. 591A6A09
Regular ADA:		
Transitional Kindergarten through Third	422.24	423.42
Fourth through Sixth	218.95	218.66
Seventh through Eighth	108.69	108.50
Total Regular ADA	<u>749.88</u>	<u>750.58</u>

Note: All ADA for both schools is generated through classroom-based instruction.

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts and charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Schedule of Instructional Time
For the Fiscal Year Ended June 30, 2019

ACADEMY FOR ACADEMIC EXCELLENCE

<u>Grade Level</u>	<u>Required</u>	<u>2018-19 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	65,340	180	Complied
Grade 1	50,400	56,730	180	Complied
Grade 2	50,400	56,010	180	Complied
Grade 3	50,400	54,960	180	Complied
Grade 4	54,000	54,960	180	Complied
Grade 5	54,000	56,340	180	Complied
Grade 6	54,000	65,782	180	Complied
Grade 7	54,000	65,782	180	Complied
Grade 8	54,000	65,782	180	Complied
Grade 9	64,800	65,782	180	Complied
Grade 10	64,800	65,782	180	Complied
Grade 11	64,800	65,782	180	Complied
Grade 12	64,800	65,782	180	Complied

NORTON SCIENCE AND LANGUAGE ACADEMY

<u>Grade Level</u>	<u>Required</u>	<u>2018-19 Actual Minutes</u>	<u>Number of Days Traditional Calendar</u>	<u>Status</u>
Kindergarten	36,000	47,970	180	Complied
Grade 1	50,400	54,720	180	Complied
Grade 2	50,400	54,720	180	Complied
Grade 3	50,400	54,720	180	Complied
Grade 4	54,000	54,720	180	Complied
Grade 5	54,000	54,720	180	Complied
Grade 6	54,000	58,050	180	Complied
Grade 7	54,000	58,050	180	Complied
Grade 8	54,000	58,050	180	Complied

This schedule presents information on the amount of instructional time offered by the Schools and whether the Schools complied with the provisions of Education Code Sections 47612 and 47612.5.

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION, INC.
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
For the Fiscal Year Ended June 30, 2019

This schedule provides the information necessary to reconcile the net assets reported on the Unaudited Actual financial report to the audited financial statements.

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center for Educational Research	Total
June 30, 2019, annual financial and budget report net assets	\$ 2,895,877	\$ 3,156,670	\$ 13,384,349	\$ 19,436,896
Adjustments and reclassifications:				
Increase (decrease) in total net assets:				
Accounts receivable	127,890	68,823	56,243	252,956
Accounts payable	-	-	-	-
Accrued payroll and benefits	209,289	-	(272,968)	(63,679)
Long-term liabilities	24,971	24,971	-	49,942
Capital assets	22,730	148,214	15,486	186,430
Unearned revenue	(157,308)	-	210,457	53,149
Depreciation	(14,153)	(14,153)	-	(28,306)
Amortization	-	-	(31,789)	(31,789)
Intracompany transactions	716,989	-	(665,259)	51,730
Net adjustments and reclassifications	<u>930,408</u>	<u>227,855</u>	<u>(687,830)</u>	<u>470,433</u>
June 30, 2019, audited financial statement net assets	<u>\$ 3,826,285</u>	<u>\$ 3,384,525</u>	<u>\$ 12,696,519</u>	<u>\$ 19,907,329</u>

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Schedule of Expenditures of Federal Awards
For the Fiscal Year Ended June 30, 2019

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	LCER Expenditures	AAE Expenditures	NSLA Expenditures	Total Cluster Expenditures	Total Federal Expenditures
Federal Programs:							
U.S. Department of Agriculture:							
Passed through California Dept. of Education (CDE):							
Child Nutrition Cluster:							
School Breakfast Program - Especially Needy	10.553	13526	\$ -	\$ 23,330	\$ 40,480	\$ 63,810	
National School Lunch Program	10.555	13391	-	165,868	287,797	453,665	
Total Child Nutrition Cluster							\$ 517,475
Total U.S. Department of Agriculture				189,198	328,277		517,475
National Aeronautics and Space Administration (NASA):							
Passed through Southwest Research Institute:							
NASA Juno Project	43.001	N/A	56,243	-	-	-	56,243
Total NASA			56,243	-	-	-	56,243
U.S. Department of Education:							
Passed through California Dept. of Education (CDE):							
Every Student Succeeds Act (ESSA):							
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	-	27,080	228,896		255,976
Title II, Part A, Supporting Effective Instruction Local	84.367	14341	-	47,531	51,045		98,576
Title III, English Learner Student Program	84.365	14346	-	1,566	17,300		18,866
Passed through the Desert Mountain SELPA:							
Individuals with Disabilities Education Act (IDEA):							
Basic Local Assistance Entitlement, Part B, Section 611	84.027	13379	-	154,942	96,839		251,781
Total U.S. Department of Education			-	231,119	394,080		625,199
Total Expenditures of Federal Awards			\$ 56,243	\$ 420,317	\$ 722,357		\$ 1,198,917
Subrecipients							
Of the Federal expenditures presented in the schedule, the Charter provided no Federal awards to subrecipients.							

Notes to Schedule:

The schedule of expenditures of Federal awards includes the Federal grant activity of the Foundation and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

The Foundation did not elect to use the ten percent de minimis cost rate.

Other Independent Auditors' Reports



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors
The High Desert "Partnership in Academic Excellence" Foundation, Inc.
Apple Valley, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the High Desert "Partnership in Academic Excellence" Foundation, Inc. as of and for the year ended June 30, 2019, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Foundation's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The High Desert “Partnership in Academic Excellence” Foundation, Inc.’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Foundation’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Foundation’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Murrieta, California
November 19, 2019



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
The High Desert "Partnership in Academic Excellence" Foundation, Inc.
Apple Valley, California

Report on Compliance for Each Major Federal Program

We have audited High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each of High Desert "Partnership in Academic Excellence" Foundation, Inc.'s major federal programs for the year ended June 30, 2019. High Desert "Partnership in Academic Excellence" Foundation, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of High Desert "Partnership in Academic Excellence" Foundation, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, High Desert "Partnership in Academic Excellence" Foundation, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of The High Desert "Partnership in Academic Excellence" Foundation, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Foundation's internal control over compliance.

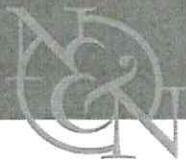
A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Murrieta, California
November 19, 2019



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
The High Desert "Partnership in Academic Excellence" Foundation, Inc.
Apple Valley, California

Report on State Compliance

We have audited High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with the types of compliance requirements described in the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* that could have a direct and material effect on each of the High Desert "Partnership in Academic Excellence" Foundation, Inc.'s state government programs as noted on the following page for the fiscal year ended June 30, 2019.

Management's Responsibility

Management is responsible for compliance with state laws, regulations, and the terms and conditions of its State programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of High Desert "Partnership in Academic Excellence" Foundation, Inc.'s state programs based on our audit of the types of compliance requirements referred to on the following page. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to on the following page that could have a direct and material effect on a state program occurred. An audit includes examining, on a test basis, evidence about High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state program. However, our audit does not provide a legal determination of High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance.

In connection with the audit referred to above, we selected and tested transactions and records to determine the Foundation's compliance with the State laws and regulations applicable to the following items:

Description	Procedures Performed
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Yes
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study - Course Based	Not Applicable
Charter Schools:	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
Annual Instructional Minutes - Classroom Based	Yes
Charter School Facility Grant Program	Yes

Unmodified Opinion on Compliance with State Programs

In our opinion, The High Desert "Partnership in Academic Excellence" Foundation, Inc. complied, in all material respects, with the types of compliance requirements referred to above for the year ended June 30, 2019.



Murrieta, California
November 19, 2019

Findings and Questioned Costs

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2019

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None Reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(s) identified not considered to be material weaknesses?	<u>None Reported</u>
Type of auditors' report issued on compliance for major programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance, Section 200.516	<u>No</u>
Identification of major programs:	
<u>CFDA Numbers</u>	<u>Name of Program/Cluster</u>
10.553, 10.555	Child Nutrition Cluster

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>No</u>

State Awards

Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>
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THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Schedule of Audit Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2019

SECTION II - FINANCIAL STATEMENT FINDINGS

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. Pursuant to Assembly Bill (AB) 3627, all audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>AB 3627 Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Programs
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

There were no financial statement findings in 2018-19.

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

Schedule of Audit Findings and Questioned Costs

For the Fiscal Year Ended June 30, 2019

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

This section identifies the audit findings required to be reported by the Uniform Guidance, Section 200.516 (e.g., significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs).

There were no federal award findings or recommendations in 2018-19.

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

Schedule of Audit Findings and Questioned Costs

For the Fiscal Year Ended June 30, 2019

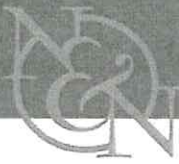
SECTION IV - STATE AWARD FINDINGS AND QUESTIONED COSTS

This section identifies the audit findings pertaining to noncompliance with state program rules and regulations.

There were no state award findings or recommendations in 2018-19.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.
Summary Schedule of Prior Audit Findings
For the Fiscal Year Ended June 30, 2019

Original Finding No.	Finding	Code	Recommendation	Current Status
Finding 2018-001 <i>Financial Closing Process</i>	<p>The financial closing process is required to make any required adjustments, reclassifications, estimates, and other accruals in order to ensure that the financial statements are presented in accordance with Generally Accepted Accounting Principles (GAAP).</p> <p>The Foundation does not have a written and implemented policy and procedure for the financial closing process. Several required accruals for revenue and expense accounts were not recorded as adjustments based upon requirements of GAAP to record revenues and expenses as they are earned or incurred. Account balances were materially misstated, including accounts receivable and revenues as well as accounts payable and expenses. There were also unrecorded capital assets not reclassified from expenses.</p>	30000	We recommend that the Foundation adopt an official financial closing policy, along with written procedures to ensure a comprehensive close of all account balances is completed annually as the books and records are prepared for formal reporting and audit purposes.	Partially Implemented. See Management Letter.



To the Board of Directors
and Management of the High Desert "Partnership in Academic Excellence" Foundation, Inc.

In planning and performing our audit of the financial statements of the High Desert "Partnership in Academic Excellence" Foundation, Inc., for the year ending June 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered the Foundation's internal control over financial reporting (internal control) in order to determine our auditing procedures for the purpose of expressing our opinion on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Foundation's internal control.

However, during our audit we noted matters that are an opportunity for strengthening internal controls and operating efficiency. The following items represent conditions noted by our audit that we consider important enough to bring to your attention. This letter does not affect our report dated November 19, 2019, on the financial statements of High Desert "Partnership in Academic Excellence" Foundation, Inc.

FINANCIAL CLOSING PROCESS

Observation: The financial closing process is required to make any necessary adjustments, reclassifications, estimates, and other accruals in order to ensure that the financial statements are presented in accordance with Generally Accepted Accounting Principles (GAAP). The Foundation recently adopted and implemented a written policy and procedure for the financial closing process, including the use of a checklist. However, several account balances related to capital assets and payables were not properly closed, causing misstatements.

Recommendation: We recommend that the Foundation incorporate additional closing procedures, tailored to its unique circumstances, that include the closing of all account balances for each fund.

CAPITAL ASSETS

Observation: The Foundation has a detailed listing of all capital assets and associated accumulated depreciation by item. However, we noted that several unrecorded capital assets existed at the balance sheet date which were not added to the listing during the financial closing process. Also, the Foundation does not perform a regular physical inspection of assets to ensure they exist whether any losses due to impairment should be recorded. We also noted that the Foundation does not track costs associated with works in progress by project, which could result in misstatements of the account balance.

Recommendation: We recommend that the Foundation incorporate physical inspections of assets, at least bi-annually, to ensure the existence of all capital assets represented on the listing and the general ledger. Also, we recommend that all costs associated with work in progress, including construction, be tracked and that completed projects be removed and added to other fixed asset accounts when placed in use.

JOURNAL ENTRIES

Observation: The Foundation's general ledger accounting system does not permit automatic, numerical sequencing of manual journal entries. Users will manually assign them, which has allowed for gaps in numbering to occur. Also, upon further review of certain manual journal transactions, we noted that several journal entries made by the accountant did not receive a secondary review and were posted to incorrect accounts.

Recommendation: We recommend that a procedure for manual journal entry numbering be developed to ensure that consecutive numerical sequencing is maintained. Also, all manual journal entries should receive a secondary review to be sure they are posted accurately and to the correct accounts.

This communication is intended solely for the information and use of management, the Board of Directors, and others within the Foundation, and is not intended to be, and should not be, used by anyone other than these specified parties.

We will review the status of these comments at our next audit engagement.

A handwritten signature in cursive script that reads "Nigro & Nigro, PC".

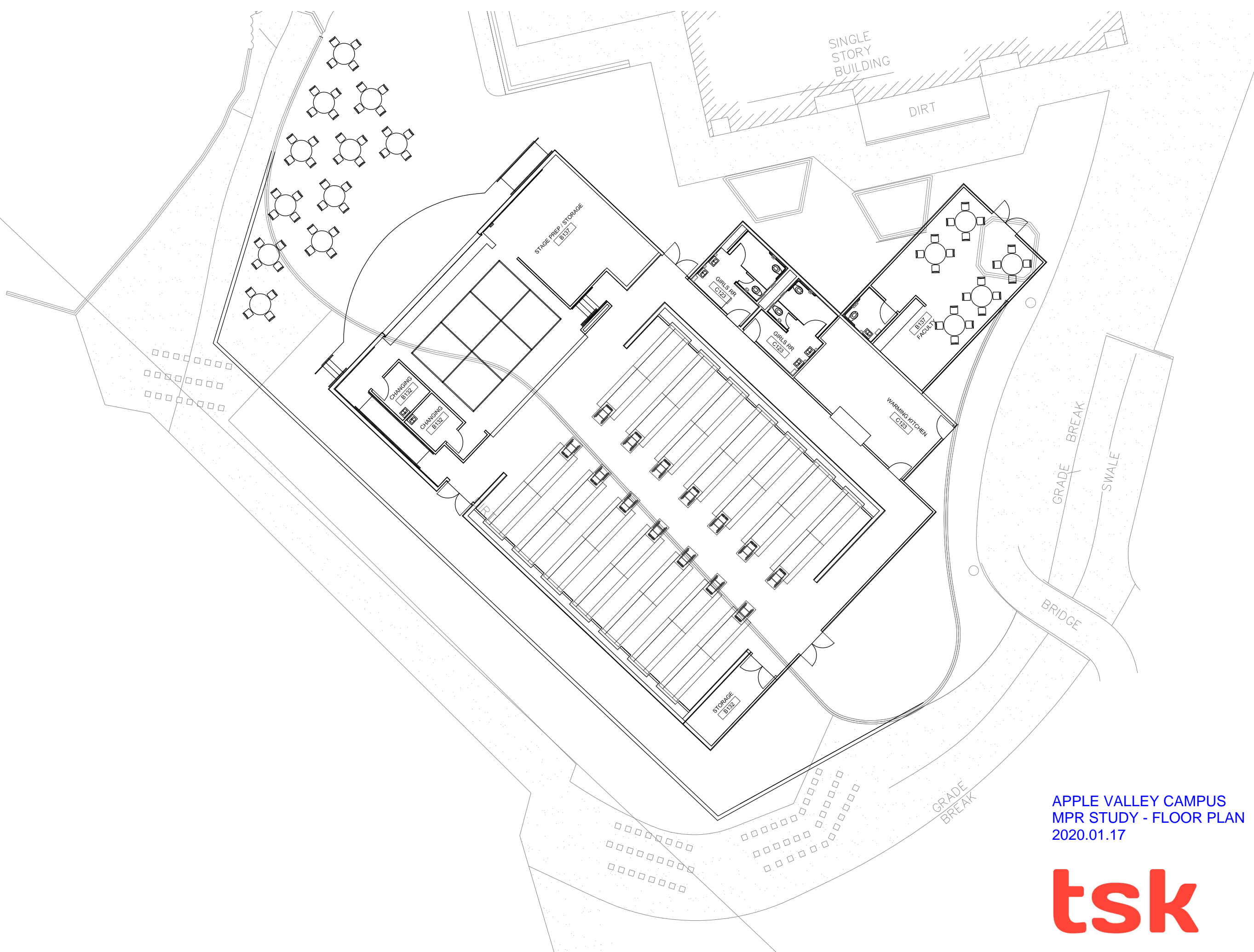
Murrieta, California
November 19, 2019

LCER Board Hub

- Board Directory
- LCER Board Meeting Schedule
- LCER, AAE and NSLA Mission Statements
- LCER Board of Directors Agreement/Job Description
- LCER Code of Ethics
- LCER Structure and Org Chart
- Volunteer Confidentiality Agreement
- Bylaws
- Strategic Plan
- AAE Charter
- NSLA Charter
- Budget
- Brown Act Requirements and Annual Training Presentation
- LCER Conflict of Interest Code
- Statement of Economic Interest Form 700
- AAE School Calendar
- NSLA School Calendar

LCF Board HUB

- Board Directory
- LCF Board Meeting Schedule
- LCER, AAE and NSLA Mission Statements
- LCF Board of Directors Agreement/Job Description
- LCF Bylaws
- LCER Structure and Org Chart
- Strategic Plan
- Budget



APPLE VALLEY CAMPUS
MPR STUDY - FLOOR PLAN
2020.01.17





LEWIS CENTER FOUNDATION
"Back to the Future"
Annual Gala Sponsorship Form

Donor's Name
Business Name
Address
City/State/Zip
Phone
Email

Sponsorship Opportunities:

- Galaxy Sponsor - \$10,000
Delorean Sponsor - \$750
Supernova Sponsor - \$5,000
Photo Booth Sponsor - \$500
Nebula Sponsor - \$2,500
Full Page Ad in Program* - \$250
Black Hole Sponsor - \$1,250
Half Page Ad in Program* - \$150
Entertainment Sponsor - \$1,000
Business Card Ad in Program* - \$50
Voluntary Donation Amount - \$_____

Please donate online at gala.lewiscenter.org or complete this form and return with donation to:

Lewis Center Foundation
Attn: Teresa Dowd
17500 Mana Rd., Apple Valley, CA 92307
760-946-5414 x201 tdowd@lcer.org

Donation and logo must be received by April 24 to be included in printed materials.

* Please email a high-resolution .jpeg or .ai logo to tdowd@lcer.org.

Please make check payable to Lewis Center Foundation. Tax ID # 33-0542733.

Sponsorships go towards AAE and NSLA's Capital Campaigns.

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

Date of meeting: February 10, 2020

Title: Multi-year Auditor Agreement with Nigro & Nigro PC: FY 19/20, 20/21, & 21/22

Presentation: Consent: Action: Discussion: Information:

Background:

Nigro & Nigro PC has been providing our Annual Audits for the Lewis Center for Educational Research and both schools for many years. The Audit Firm has been able to meet the needs of the organization by specifically accounting each campus and LCER in accordance with our authorizers. Beginning in Tax year 2018, Nigro & Nigro began completing our Tax Forms, but with this new agreement, the amount is included in their annual fees.

Fiscal Implications (if any):

FY 19/20 - \$24,800

FY 20/21 - \$25,300

FY 21/22 - \$25,800

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

Recommendation:

Submitted by: David Gruber, Director of Finance, LCER



January 7, 2020

To the Board of Directors and Management

High Desert Partnership in Academic Excellence Foundation, Inc.
17500 Mana Road
Apple Valley, CA 92307

We are pleased to confirm our understanding of the services we are to provide for High Desert Partnership in Academic Excellence Foundation, Inc. (the "Foundation") for the fiscal year ended June 30, 2020.

We will audit the financial statements of the Foundation, which comprise the statement of financial position as of June 30, 2020, the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements (the financial statements). Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Other schedules and/or information as required by the State Controller's Office, including the Schedule of Instructional Time and Schedule of ADA

Audit Objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of The Foundation. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Foundation or to acts by management or employees acting on behalf of the Foundation. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from the Foundation's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the Foundation and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than

would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of The Foundation's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Foundation's major programs. The purpose of these procedures will be to express an opinion on The Foundation's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will prepare the Foundation's federal and state information returns for the year ended June 30, 2020, for the State of California based on information provided by you. We will also assist in preparing the financial statements and related notes of the Foundation in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Foundation from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Foundation involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Foundation received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Foundation complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the tax services, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably

from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Foundation; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nigro & Nigro, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to respective State oversight agencies or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nigro & Nigro personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the respective State agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael Klein, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February 1, 2020 and to issue our report no later than December 15, 2020.

The maximum annual fee for auditing services under the terms of this agreement, with options to renew for the fiscal years 2020-21 and 2021-22, shall be as follows: 2019 - 20 Fiscal Year Audit: \$24,800; 2020 - 21 Fiscal Year Audit: \$25,300; 2021 - 22 Fiscal Year Audit: \$25,800 with the exception that any auditing services provided for (1) significant changes in audit requirements as stated in *Government Auditing Standards* of the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of schools, funds or accounts maintained by the Foundation during the period under this agreement, shall be in addition to the above maximum fee. The maximum fee for tax services under the terms of this agreement shall be as follows: 2019-20 through 2021-22 Fiscal Years Tax Preparation for Federal and State information returns: \$1,500. In addition to such payment for auditing and tax services, the auditor shall be reimbursed for such travel and mileage as may be necessary, not to exceed \$500. Mileage on personal vehicles shall be billed at the standard IRS rate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be

obligated to compensate us for all the time expended and to reimburse us for all out - of - pocket costs through the date of termination. In accordance with Education Code Section 14505, as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi - year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide. This audit contract is null and void if the firm is declared ineligible to audit K - 12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any disputes over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules of Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of High Desert Partnership in Academic Excellence Foundation, Inc.

Management signature:

Title:

Date:

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this “Agreement”) is made as of this 10th day of February, 2020, by and between The High Desert “Partnership in Academic Excellence” Foundation, Incorporated, a California nonprofit public benefit corporation doing business as the Lewis Center for Educational Research (“LCER”), and Academy for Academic Excellence (“AAE”).

WITNESSETH:

WHEREAS, as one of its two charter schools, LCER will provide services to AAE in connection with all aspects of school operation. These services are detailed below;

NOW, THEREFORE, in consideration of the services provided by LCER to AAE, fees will be determined and established by the LCER Board (the “Board”) as follows:

1. **Term.** This Agreement shall commence immediately and shall continue for the duration of AAE’s operation, unless sooner terminated by either LCER or AAE.
2. **Duties of LCER.** LCER shall provide the following services:
 - a. creating the School, including, but not limited to, any and all required legal and financial filings;
 - b. creating, preparing and submitting the School's charter;
 - c. researching, locating and preparing a suitable facility (the “Facility”) for the operation of the School;
 - d. researching, providing or preparing for any future expansion of the Facility to accommodate growth of the School;
 - e. providing professional development training for employees prior to the commencement of the school year and continuing throughout the school year, as necessary, and as not provided by the school’s budget;
 - f. providing or contracting for office services, such as accounting, payroll, human resources and billing;
 - g. supervising and developing the annual budget;
 - h. developing and executing fund development opportunities;
 - i. working with the Apple Valley Unified School District (the “AVUSD”) as necessary, including complying with reporting requirements and any other general inquiries received from the AVUSD;
 - j. overseeing community and family engagement generally;
 - k. overseeing marketing for student enrollment;
 - l. supervising all marketing and public relations efforts;
 - m. writing grants for state and other funding;
 - n. providing guidance and oversight relating to the curriculum;
 - o. providing support for information technology;
 - p. providing financial support as needed; provided, however, that such support be agreed to by the Board in a separate writing; and
 - q. providing any other operational or educational needs relating to the School as determined by the LCER President/CEO.
3. **Services Fee.** In consideration for these services, LCER shall receive an annual

“Services Fee” not to exceed 12.5% of the total Local Control Funding Formula (“LCFF”) revenues of AAE, determined in accordance with United States generally accepted accounting principles which are consistently applied. The Services Fee shall be payable by on or before the 30th day of June. This Services Fee excludes other direct service costs provided by LCER staff (such as: special education administration, nursing and food services).

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
5. **Severability.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
6. **Subordination.** California Enterprise Development Authority (the “Authority”) is making a loan (the “Loan”) to 17500 Mana Road LLC (“Borrower”) as evidenced by a Loan Agreement dated as of February 1, 2020 (the “Loan Agreement”), by and between the Authority and Borrower pursuant to an Indenture dated as of February 1, 2020 (the “2020 Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee thereunder (the “Bond Trustee”). The Loan will be funded by the proceeds of the Authority’s Charter School Revenue Bonds (Academy for Academic Excellence Project) Series 2020A (Tax-Exempt) and California Enterprise Development Authority Charter School Revenue Bonds (Academy for Academic Excellence Project) Series 2020B (Taxable) (collectively, the “Series 2020 Bonds”). The Bonds will be issued by the Authority pursuant to the Indenture, by and among the Trustee and the Authority. The proceeds of the Bonds will be used for the following purposes: the Borrower proposes to use the proceeds of the Loan for, among other things, (i) financing or refinancing the acquisition, renovation, improvement, furnishing, and equipping of land and charter school facilities located at 17500 Mana Road, Apple Valley, California 92307 (the “Series 2020 Facilities”); (ii) funding a debt service reserve fund for the Series 2020 Bonds; (iii) funding capitalized interest with respect to the Series 2020 Bonds; and (iv) paying certain expenses incurred in connection with the issuance of the Series 2020 Bonds (collectively, the “Series 2020 Project”). The Series 2020 Facilities will be leased to LCER pursuant to that certain Lease Agreement dated February 12, 2020, (the “Lease”) by and between LCER and the Borrower.

AAE’s obligation to pay management fees and LCER’s right to receive management fees under the Agreement are subordinate to LCER’s obligation under the Lease to pay Rent (as defined in the Lease) and comply with the Consolidated Days Cash on Hand (as defined in the Lease) and the Borrower’s obligation under the Loan Agreements to pay debt service on the Series 2020 Bonds and Series 2020 Bonds for so long as the LCER, or an affiliate thereof, is the manager of AAE. AAE, LCER, and the Borrower hereby acknowledges such subordination.

* * *

IN WITNESS WHEREOF, LCER and AAE have caused this Agreement to be executed as of the day and year first above written.

THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION,
INCORPORATED

By: _____ Name:
Title:

ACADEMY FOR ACADEMIC EXCELLENCE

By: _____ Name:
Title:

Acknowledged by:

17500 MANA ROAD LCC

By: _____ Name:
Title:

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this “Agreement”) is made as of this 10th day of February, 2020, by and between The High Desert “Partnership in Academic Excellence” Foundation, Incorporated, a California nonprofit public benefit corporation doing business as the Lewis Center for Educational Research (“LCER”), and Norton Science and Language Academy (“NSLA”).

WITNESSETH:

WHEREAS, as one of its two charter schools, LCER will provide services to NSLA in connection with all aspects of school operation. These services are detailed below;

NOW, THEREFORE, in consideration of the services provided by LCER to NSLA, fees will be determined and established by the LCER Board (the “Board”) as follows:

1. **Term.** This Agreement shall commence immediately and shall continue for the duration of NSLA’s operation, unless sooner terminated by either LCER or NSLA.
2. **Duties of LCER.** LCER shall provide the following services:
 - a. creating the School, including, but not limited to, any and all required legal and financial filings;
 - b. creating, preparing and submitting the School's charter;
 - c. researching, locating and preparing a suitable facility (the “Facility”) for the operation of the School;
 - d. researching, providing or preparing for any future expansion of the Facility to accommodate growth of the School;
 - e. providing professional development training for employees prior to the commencement of the school year and continuing throughout the school year, as necessary, and as not provided by the school’s budget;
 - f. providing or contracting for office services, such as accounting, payroll, human resources and billing;
 - g. supervising and developing the annual budget;
 - h. developing and executing fund development opportunities;
 - i. working with the San Bernardino County Superintendent of Schools (“SBCSS”) as necessary, including complying with reporting requirements and any other general inquiries received from the SBCSS;
 - j. overseeing community and family engagement generally;
 - k. overseeing marketing for student enrollment;
 - l. supervising all marketing and public relations efforts;
 - m. writing grants for state and other funding;
 - n. providing guidance and oversight relating to the curriculum;
 - o. providing support for information technology;
 - p. providing financial support as needed; provided, however, that such support be agreed to by the Board in a separate writing; and
 - q. providing any other operational or educational needs relating to the School as determined by the LCER President/CEO.

3. **Services Fee.** In consideration for these services, LCER shall receive an annual “Services Fee” not to exceed 12.5% of the total Local Control Funding Formula (“LCFF”) revenues of NSLA, determined in accordance with United States generally accepted accounting principles which are consistently applied. The Services Fee shall be payable by on or before the 30th day of June. This Services Fee excludes other direct service costs provided by LCER staff (such as: special education administration, nursing and food services).
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
5. **Severability.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
6. **Subordination.** NSLA and 230 South Waterman Avenue LLC, a limited liability corporation whose sole member is LCER, will be pursuing having the California Enterprise Development Authority issue bonds for, among other things, the acquisition, renovation, improvement, furnishing, and equipping of land and charter school facilities located at 230 South Waterman in San Bernardino (the “Facilities”); funding a debt service reserve fund, funding capitalized interest, and paying certain expenses incurred in connection with the issuance of the Bonds. The Facilities will be leased to LCER for use by NSLA. If the Bonds do in fact issue, and the structure as contemplated herein is put in place, NSLA’s obligation to pay management fees and LCER’s right to receive management fees under the Agreement will be subordinate to LCER’s obligation under any lease for the Facilities to pay Rent (as will be defined in the lease) and comply with the Consolidated Days Cash on Hand (as will be defined in the lease) and any obligations of the LLC under the bond documents to pay debt service on the Bonds for so long as the LCER, or an affiliate thereof, is the manager of NSLA. NSLA, LCER, and the LLC hereby acknowledges such subordination.

* * *

IN WITNESS WHEREOF, LCER and NSLA have caused this Agreement to be executed as of the day and year first above written.

THE HIGH DESERT “PARTNERSHIP IN ACADEMIC EXCELLENCE” FOUNDATION,
INCORPORATED

By: _____ Name:
Title:

NORTON SCIENCE AND LANGUAGE ACADEMY

By: _____ Name:
Title:

Acknowledged by:

230 South Waterman Avenue, LLC

By: _____ Name:
Title:



Developing Affordable Charter School Facilities

THIS DEVELOPMENT CONSULTANT SERVICES AGREEMENT (this “Agreement”) is made as of December 9, 2019 by and between **High Desert Partnership in Academic Excellence Foundation, Inc., a California nonprofit public benefit corporation** (“School”), and **Charter School Property Development, LLC** (“Developer”). School and Developer are also referred to herein as the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, School and Developer hereby agree as follows:

1 DEVELOPMENT CONSULTANT SERVICES

1.1 School hereby appoints Developer to provide the Development Consultant Services (the “Services”) described on the attached Exhibit A in connection with a new 7,200 square foot Multi-Purpose Room and renovation of existing Science rooms on the Academic Excellence campus in Apple Valley, California (the “Project”). The terms and conditions of this Agreement shall govern the performance of the Services.

1.2 The initial term of this Agreement shall commence on the date of this Agreement and, if not terminated early in accordance with the terms of this Agreement, expire on the actual development completion date and occupancy by the School (as hereinafter defined as “Term”). If not terminated sooner, in accordance with the terms herein, the Project shall be complete and this Agreement shall be terminated when the Project has secured a Certificate of Occupancy and punch-list completed. The Parties may mutually agree to renew or extend the Term.

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

1.4 Developer shall provide the Services in a good and efficient manner consistent with School’s usage and image. Developer shall perform the Services through able, qualified and



Developing Affordable Charter School Facilities

trained Developer employees (“Developer Employees”) and, if applicable, subcontractors. Developer shall have the exclusive right to hire, direct, discipline, compensate and terminate Developer Employees, and shall exercise complete and exclusive control over the conduct of Developer Employees.

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

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

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

2 INSURANCE

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

2.2 Mutual Waiver of Subrogation. School and Developer each hereby waives, for



Developing Affordable Charter School Facilities

itself and its affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party or its affiliates with regard to losses or claims insured against under this Agreement.

3 INDEMNIFICATION

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

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

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

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

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

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

Developer is not guaranteeing or otherwise responsible for the performance of any of the Other Personnel, including, but not limited to, the Subcontractors of other Personnel is or will be made by Developer as to the legal sufficiency, legal effect, or tax or accounting consequences of any transaction or documentation.



Developing Affordable Charter School Facilities

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

4 **CONFIDENTIALITY; INTELLECTUAL PROPERTY**

4.1 Confidentiality. Developer and School agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the “Disclosing Party”), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization (“Confidential Information”) and disclosed to the other Party (the “Receiving Party”) may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) in any action involving claims by or against persons or entities that are not Parties, (iv) as required by applicable law or legal process, or (v) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence.

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

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

Nothing in this section shall be construed to apply to any plans, drawings, architectural renderings, engineering reports, or any other construction documents prepared in conjunction with the Project (“Construction Documents”). All such Construction Documents shall be owned by School and returned to School within ten (10) days of any termination of this Agreement for any reason.

5 **SCHOOL COVENANTS**

School shall furnish all information and cooperation reasonably required by Developer in



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

6 ENVIRONMENTAL MATTERS; PRE-EXISTING CONDITIONS

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

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

7 DEFAULT

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



Developing Affordable Charter School Facilities

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

8 NOTICES

All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to Developer, then to 2505 Anthem Village Drive, Suite E390, Henderson, NV 89052; and if to School, to 17500 Mana Rd, Apple Valley, CA 92307 or to such other address as any Party may notify the other Party.

9 TERMINATION

9.1 The Parties shall only be able to terminate this Agreement upon the defaults listed in Section 7.1 and 7.2 of this Agreement. Notwithstanding the foregoing, Developer will not have the right to terminate this Agreement at any time based on nonpayment of fees if such nonpayment is due to a good faith dispute between Developer and School provided that all other non-disputed payments due Developer hereunder continue to be made. In the event of termination for any reason other than due to the breach of this Agreement by Developer, Developer is to receive and accept as full payment for its services performed prior to such termination, the amounts due it hereunder as of the date of termination.

9.2 Developer and School may mutually agree to terminate this Agreement at any time.

10 INVOICING AND PAYMENT

10.1 Development Consultant Services Fees. As compensation for the performance of Services in connection with the Project, School shall pay Developer a development fee equal to One hundred fifty-six thousand five hundred twenty-two dollars (\$156,522). The Fee shall be earned and payable upon close of the bond financing for the project and payable in equal monthly installments over an eight (8) month construction period. Final payment



Developing Affordable Charter School Facilities

shall be paid upon receipt of a final Certificate of Occupancy.

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

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

10.4 Fee at Risk. The parties have agreed that Developer's Fee is at Risk and is only earned if the School completes its financing of the project. If the School does not utilize the full scope of services provided by the Developer after financing closes, the entire development fee is still due and payable, except as set forth in Section 10 of this Agreement.

11 MISCELLANEOUS

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

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

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

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



Developing Affordable Charter School Facilities

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

11.6 Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

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

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

- (a) All transactions in connection with this Agreement will be accurately reflected in Developer's records and no funds or other assets will be paid directly or indirectly to government officials or person’s action on their behalf for the purpose of influencing government decisions or actions with respect to School's business.
- (b) Developer will conduct its activities hereunder and its dealings with School, subcontractors, and third parties so as to avoid loss or embarrassment to School due to any real or apparent conflict of interest and to require that all subcontractors comply with such policy in connection with this Agreement.

11.9 Developer will spend the necessary time and effort in cooperation with the



Developing Affordable Charter School Facilities

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

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

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

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



Developing Affordable Charter School Facilities

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

**High Desert Partnership in Academic Excellence Foundation,
Inc., a California nonprofit public benefit corporation:**

By: _____
Name: _____
Title: _____

Charter School Property Development, LLC:

By: _____
Name: _____
Title: _____



CHARTER SCHOOL
**PROPERTY
SOLUTIONS**

Developing Affordable Charter School Facilities

EXHIBIT A

SCOPE OF SERVICES

[SEE ATTACHED]



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 24 day of November in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

High Desert Partnership in Academic Excellence Foundation, Inc., a California nonprofit public benefit corporation dba Norton Science and Language Academy
17500 Mana Road
Apple Valley, CA 92307

and the Architect:
(Name, legal status, address and other information)

Tate Snyder Kimsey Architects
316 West 2nd Street, Suite PH
Las Vegas, NV, 90012

for the following Project:
(Name, location and detailed description)

NSLA Charter School and Head Start Facility to be located at 230 S. Waterman Avenue, San Bernardino, CA 92408.
Basic services for Space Programming, Schematic Design, Construction Documents, Agency Approval, Bidding, Construction Administration, and Project Closeout.
The project consists of the construction of a 16,978 square-foot Head Start Preschool with a student capacity of 220 students, an approximate 71,000 square foot, K-12 Charter School with an eventual student capacity of 1,500 students, gymnasium, playgrounds, playing fields, outdoor basketball courts and surface parking.

The scope of work is equal for both NSLA Charter School and Head Start Facility. Two (2) separate construction document packages shall be provided, one for each. Design Team Fees are shall be separated for each.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Exhibit A "Owner's Program" for client provided information. It is understood the design team shall refine the program with owner input during the initial Schematic Design Phase.

(Paragraphs deleted)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

NSLA Charter School at approximately \$30 million dollar construction budget; and, the Head Start Facility at approximately \$5 million dollar construction budget.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Head Start and NSLA Charter School Construction Drawings submitted for Permitting by January 8th, 2020

.2 Construction commencement date:

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Head Start and NSLA Charter School anticipated construction start in April 2020.

.3 Substantial Completion date or dates:

NSLA Charter School K-8 substantially complete by July 2021.

.4 Other milestone dates:

Open for school in September 2021

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid. Project shall be constructed as two separate projects, but under a single general contractor. Projects shall be phased, but running concurrently with each other during construction. Head Start is intended to be complete prior to substantial completion of the NSLA Charter School. Efficiencies in the Design Team's efforts are reflected in the contract fee. Changes to the above construction phasing intent may incur additional costs.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 The Owner has not identified a Sustainable Objective. If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Larry Rieder
Charter School Property Solutions
2505 Anthem Village Drive, Suite E-390
Henderson, NV 89052
310.993.1100

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Tom O'Neil
Charter School Property Solutions
tom.oneil55@gmail.com

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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Geocon
41571 Corning Place, Suite 101
Murrieta, CA 92562-7065
951.304.2300

.2 Civil Engineer:

Kimley-Horn
3880 Lemon Street, Suite 420
Riverside, CA 92501
951.335.8272

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Vince Novak
316 W. 2nd Street, Suite PH
Los Angeles, CA 90012
213.614.0900

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

KPFF, Inc.
700 S. Flower St., Suite 2100
Los Angeles, CA 90017
213.418.0201

.2 Mechanical, Plumbing, Electrical, A/V & Low-voltage, Commissioning Engineer:

IMEG, Inc.
901 Via Piemonte, Suite 400
Ontario, CA 91764
909.477.6915

.3 Landscape Architect:

Hongjoo Kim Landscape Architects, Inc.
714 W. Olympic Blvd., Suite 700
Los Angeles, CA 90015
213.293.3474

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§ 1.1.11.2 Consultants retained under Supplemental Services:

Not used.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Refer to Section 13.2 for list of Exhibits defining design team Scope of Work

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and under the direction of architects and engineers licensed and duly qualified in the State of California. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect has represented itself as having specific experience and expertise in the planning and design of charter school facilities including the size, scope and complexity as the Project and the Architect accepts the relationship of trust and confidence with the Owner established by this Agreement. The Architect shall be responsible, as can be reasonably expected, for the quality, technical accuracy, timely completion, and coordination of all plans, studies, designs, drawings, specifications, reports and other services furnished by the Architect under this Agreement. The Architect shall, without additional compensation, correct any errors, omissions, or other deficiencies in Architect's plans, studies, designs, Drawings, Specifications, reports or other services as could be reasonably expected.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain at its own expense the following insurance until termination of this Agreement.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property

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damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits in accordance with state law.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect shall name Owner as an additional insured (except for Worker's Compensation Insurance and Professional Liability Insurance).

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Architect shall coordinate the Project work with the Civil Engineer. For avoidance of doubt, Architect's Basic Services shall include all schematic design, all construction documentation, all state fire marshal and building department approvals, all electrical engineering, all mechanical/plumbing engineering, and all structural engineering as well as: (consistent with the scope previously agreed to):

- Architectural Design
- Structural Engineering
- Interior Design
- Coordination with Equipment Vendors and plans
- Mechanical, Electrical and Plumbing Engineering

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 The Architect and the Owner have coordinated a schedule for the performance of the Architect's services through a series of meetings during the programming and Schematic Design Phase. The schedule includes anticipated milestone dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. Time limits established by the schedule shall not, except for reasonable cause, be exceeded by the

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Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, and elevations; and may include some combination of study models, perspective sketches, or digital representations.

§ 3.2.5.1 Not used.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall assist the Owner in obtaining, at the Owner's sole cost and expense, and update to the estimate of the Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Not Included

(Paragraphs deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Schematic Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the

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Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall assist the Owner in obtaining, at the Owner's sole cost and expense, and update to the estimate of the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work (prepared by the Owner's consultant), take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Owner will (1) obtain competitive bids; (2) confirm responsiveness of bids or proposals; (3) determine the successful bid; (4) award and prepare contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 .

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with and apprised of the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. However, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Contractor, shall not show partiality to either the Owner or the Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. One week prior to the Contractor's Application for Payment, a Owner's representative will review a copy with the Contractor and certify before a hard copy is sent to Architect for review and approval.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

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or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 Not used.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Submittals shall be reviewed and responded to within Fifteen (15) business days of receipt on a standard working day. Requests for Information (RFIs) shall be reviewed and responded to within Ten (10) business days of receipt on a standard working day.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on shop drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Not used.

§ 3.6.6.5 Not used.

§ 3.6.6.6 The Architect will provide three (3) paper copies of the final drawings. Electronic (CADD) files will be provided at no charge, one time, at the completion of the project.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. For avoidance of doubt, Owner shall be entitled to choose the consultant(s) it wishes to use for the Additional Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner and Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation, except as provided in 4.2.3	Not provided

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§ 4.1.1.14	Conformed documents for construction (GC shall be responsible for maintaining an update to set of documents on-site)	Not provided
§ 4.1.1.15	As-designed record drawings	Not provided
§ 4.1.1.16	As-constructed record drawings based on redlined, commonly referred to "As-Built," drawings prepared and provided by the Contractor on-site	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not provided
§ 4.1.1.18	Facility support services	Not provided
§ 4.1.1.19	Tenant-related services	Not provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Architect
§ 4.1.1.22	Security evaluation and planning	Architect (planning only)
§ 4.1.1.23	Commissioning	Architect
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25	Fast-track design services	Not provided
§ 4.1.1.26	Multiple bid packages	Architect (1 per project for a total of 2)
§ 4.1.1.27	Historic preservation	Not provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not provided
§ 4.1.1.30	Other Supplemental Services	Not provided
§ 4.1.1.31	Food Facilities Design Services	Architect
§ 4.1.1.32	Conditional Use Permit	Owner's Consultant (Architect to assist)
§ 4.1.1.33	Signage	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Paragraph deleted)

Refer to Exhibits C – G for additional scope of work and services provided.

§ 4.1.2.2

(Paragraphs deleted)

Not used.

§ 4.1.3 Not used.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, the Owner's schedule, or procurement or delivery method;

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- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Not used;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Not used;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty-four (44) visits to the site by the Architect during construction
- .3 Two (2) Punch Walk(s) (1 per each project – Charter School and Headstart) for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) Final Punch Walk(s) (1 per each project – Charter School and Headstart) for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-two (22) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. The Architect will work with the Owner to meet the budget for construction.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. An ALTA Survey will be supplied to the Architect by the Owner.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Not used.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Specific to the Civil Engineer retained by the Owner, Architect shall coordinate and direct their Work.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of

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any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 Not used.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work prepared by the Owner's consultant and approved by the Architect exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner

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shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, shall be administered by an agreed upon mediator in accordance with local jurisdictional requirements, respectively, 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 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.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The locale of any mediation shall be in San Bernardino, California. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, shall be administered by an agreed upon arbitrator in accordance with local jurisdictional requirements, respectively, in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may, without cause, order Architect in writing to suspend, delay or interrupt its services for such a period of time as Owner may determine.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall give a minimum of seven days written notice and Owner will compensate the Architect for: (1) compensation for services performed prior to the effective date of the termination, on a prorata basis, based on the percentage of completion of the services and fees allocated to those services; (2)

reasonable direct and actual expenses incurred by the Architect in effecting the termination of services; and (3) costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Not Used.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of California, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Head Start Facility- Stipulated Sum
One Hundred Eighty Four Thousand Five Hundred Dollars (\$184,500.00)
- .2 NSLA Charter School – Stipulated Sum
One Million Thirty Seven Thousand Five Hundred Dollars (\$1,037,500.00)
- .3 Contract Total – Stipulated Sum
One Million Two Hundred Twenty Two Thousand Dollars (\$1,222,000.00)
- .4 Allowance for Food Facilities Design Services
Twenty Thousand Dollars (\$20,000)
- .5 Allowance for Signage Design
Ten Thousand Dollars (\$10,000)
- .6 Contract Total with Allowances – Stipulated Sum
One Million Two Hundred Twenty Two Thousand Dollars (\$1,252,000.00)

§ 11.2
(Paragraphs deleted)
Not used.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)
ten percent (10 %).

§ 11.5 Fee structure for compensation for each phase of services shall be as follows. Please note these do not include Allowances.

§ 11.5.1 Head Start Facility

Schematic Design Phase	\$22,600.00
Construction Documents 50%	\$42,300.00
Construction Documents 100%	\$39,900.00
Permitting	\$5,000.00
Bidding Phase	\$2,700.00
Construction Phase	\$66,400.00

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Project Closeout	\$5,600.00
Total Basic Compensation	\$184,500.00

§ 11.5.2 NSLA Charter School

Schematic Design Phase	\$202,150.00
Construction Documents 50%	\$235,750.00
Construction Documents 100%	\$215,250.00
Permitting	\$23,900.00
Bidding Phase	\$20,600.00
Construction Phase	\$319,100.00
Project Closeout	\$20,750.00
Total Basic Compensation	\$1,037,500.00

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibits C – G.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence with Owner’s prior written approval;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents, film, film processing and photocopies;
- .5 Postage, handling, and delivery;
- .7 Renderings (over and above the standard Schematic Design drawings and 3D visualizations, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s and their Consultants’ expense of additional insurance coverage or limits in excess of that normally maintained by the Architect and Architect’s consultants;
- .9 All taxes levied on reimbursable expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional

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(Paragraphs deleted)
coverages.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments – Not used

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid and undisputed forty-five (45) calendar days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. Owner shall notify Architect if invoice is disputed within 21 calendar days of receipt. Otherwise, Architect shall reasonably infer invoice is undisputed and payment shall be received per this clause.

1.5 % accrued monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.3 Architect will submit invoices for services on or before the 7th day of each month for services performed in the previous month, and where applicable, shall be in proportion to services performed within each phase of services on the basis set forth in Section 11.5.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Architect has not made, does not make and specifically negates and disclaims any implied or express warranty or guarantee of any kind or character relative to its services.

§ 12.2 Architect shall not be required to defend the Indemnities with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Architect or the employees or agents of Architect which are based upon or arising out of the professional services of the Architect.

§ 12.3 The compensation due to the Architect and the schedule governing the timing for Architect's performance shall be equitably increased and extended, respectively, to address any change, delay, disruption, acceleration or other impact to the services caused by any action or inaction of the Owner and/or the Contractor and/ or any third-party engaged by either in connection with This Project.

§ 12.4 Insofar as enforceable under the law, the Owner agrees to limit Architect's liability on the Project for any and all injuries, claims, losses, claim-related expenses and damages whatsoever (collectively, the "Claims") caused by or stemming from the Architect's negligent acts, errors or omissions, strict liability, breach of contract, or breach of warranty to the total amount of the Architect's fee for service, if any, for the Claims.

§ 12.5 Architect shall not be liable for any failure to perform to the extent such failure is caused by any event, occurrence or circumstance beyond the reasonable control of the Architect.

§ 12.6 Neither the professional activities of the Architect, nor the presence of the Architect's employees or employees of the Architect's consultants at the construction site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, scheduling techniques or procedures necessary for performing, superintending, quality controlling and coordinating all portions of the Work in

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accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies or required by prudent practices. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor.

§ 12.7 The Architect does not warrant or guarantee the performance of, and shall have no responsibility for the acts or omissions of, any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project.

§ 12.8 If by no fault of the Architect, extended Construction Administration Services are required and requested beyond the projected timeframe for construction completion, the Architect will be paid hourly rates for the time incurred.

§ 12.9 The Owner shall be solely responsible for the discovery, presence, inspection, testing, handling, removal, disposal or warning of or exposure of persons or property in hazardous materials in any form of the Project Site, including but not limited to lead, lead products, asbestos, asbestos products, polychlorinated biphenyl (PCB), toxic mold or any other toxic substances. The Owner shall notify the Architect, in writing, of the presence of any hazardous materials found at the Project Site, if the Architect becomes aware of the presence of such hazardous materials, the Owner will be notified of their presence in order that the Owner take appropriate action for their removal.

§ 12.10 Neither the Architect nor the Architect's Consultants shall have any responsibility or liability for providing any services under this Agreement relative to termites and other wood destroying insects and organisms (hereinafter collectively "termites"), such as testing, inspection, preparation of drawings or specifications for termite treatment or for observation or inspection of the work of any pest control contractors or exterminators.

§ 12.11 The Owner, through separate consultants and experts, shall also prepare drawings and specifications for termite treatment of the building and its wood framing in connection with the overall construction of the building. Such termite treatment shall be performed by a separate pest control contractor or exterminator engaged directly by the Owner, and the work of this separate pest control contractor or exterminator shall be reviewed and inspected by the Owner's separate experts and consultants.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Not used.
- .3 Exhibits:

(Paragraphs deleted)

[X] Other Exhibits incorporated into this Agreement:

- Exhibit A "Owner's Program"
- Exhibit B "Owner's RFP"
- Exhibit C "TSK Scope of Work"
- Exhibit D "HKLA Scope of Work"
- Exhibit E "IMEG Commissioning"
- Exhibit F "IMEG Scope of Work"
- Exhibit G "KPFf Scope of Work"

This Agreement entered into as of the day and year first written above

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Kevin P. Quan, AIA Principal

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 21:26:38 ET on 01/28/2020.

PAGE 1

AGREEMENT made as of the 24 day of November in the year 2019

...

High Desert Partnership in Academic Excellence Foundation, Inc., a California nonprofit public benefit corporation
dba Norton Science and Language Academy
17500 Mana Road
Apple Valley, CA 92307

...

Tate Snyder Kimsey Architects
316 West 2nd Street, Suite PH
Las Vegas, NV, 90012

...

NSLA Charter School and Head Start Facility to be located at 230 S. Waterman Avenue, San Bernardino, CA 92408.
Basic services for Space Programming, Schematic Design, Construction Documents, Agency Approval, Bidding,
Construction Administration, and Project Closeout.

The project consists of the construction of a 16,978 square-foot Head Start Preschool with a student capacity of 220
students, an approximate 71,000 square foot, K-12 Charter School with an eventual student capacity of 1,500 students,
gymnasium, playgrounds, playing fields, outdoor basketball courts and surface parking.

The scope of work is equal for both NSLA Charter School and Head Start Facility. Two (2) separate construction
document packages shall be provided, one for each. Design Team Fees are shall be separated for each.

PAGE 2

Refer to Exhibit A "Owner's Program" for client provided information. It is understood the design team shall refine
the program with owner input during the initial Schematic Design Phase.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location;
dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of
public and private utilities and services; legal description of the site, etc.)*

...

NSLA Charter School at approximately \$30 million dollar construction budget; and, the Head Start Facility at approximately \$5 million dollar construction budget.

...

Head Start and NSLA Charter School Construction Drawings submitted for Permitting by January 8th, 2020

PAGE 3

Head Start and NSLA Charter School anticipated construction start in April 2020.

...

NSLA Charter School K-8 substantially complete by July 2021.

...

Open for school in September 2021

...

Competitive Bid. Project shall be constructed as two separate projects, but under a single general contractor. Projects shall be phased, but running concurrently with each other during construction. Head Start is intended to be complete prior to substantial completion of the NSLA Charter School. Efficiencies in the Design Team's efforts are reflected in the contract fee. Changes to the above construction phasing intent may incur additional costs.

...

Not applicable.

§ 1.1.6.1 The Owner has not identified a Sustainable Objective. If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Larry Rieder
Charter School Property Solutions
2505 Anthem Village Drive, Suite E-390
Henderson, NV 89052
310.993.1100

...

Tom O'Neil
Charter School Property Solutions
tom.oneil55@gmail.com

PAGE 4

Geocon
41571 Corning Place, Suite 101
Murrieta, CA 92562-7065
951.304.2300

...
Kimley-Horn
3880 Lemon Street, Suite 420
Riverside, CA 92501
951.335.8272

...
Vince Novak
316 W. 2nd Street, Suite PH
Los Angeles, CA 90012
213.614.0900

...
KPFF, Inc.
700 S. Flower St., Suite 2100
Los Angeles, CA 90017
213.418.0201

...
.2 Mechanical-Mechanical, Plumbing, Electrical, A/V & Low-voltage, Commissioning Engineer:

IMEG, Inc.
901 Via Piemonte, Suite 400
Ontario, CA 91764
909.477.6915

...
.3 Electrical Engineer;Landscape Architect:

Hongjoo Kim Landscape Architects, Inc.
714 W. Olympic Blvd., Suite 700
Los Angeles, CA 90015
213.293.3474

PAGE 5

Not used.

...
Refer to Section 13.2 for list of Exhibits defining design team Scope of Work

...
§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances.~~ circumstances and under the direction of architects and engineers licensed and duly qualified in the State of California. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect has represented itself as having specific experience and expertise in the planning and design of charter school facilities including the size, scope and complexity as the Project and the Architect accepts the relationship of trust and confidence with the Owner established by this Agreement. The Architect shall be responsible, as can be reasonably expected, for the quality, technical accuracy, timely completion, and coordination of all plans, studies, designs, drawings, specifications, reports and other services furnished by the Architect under this Agreement. The Architect shall, without additional compensation, correct any errors, omissions, or other deficiencies in Architect's plans, studies, designs, Drawings, Specifications, reports or other services as could be reasonably expected.

...

§ 2.5 The Architect shall maintain at its own expense the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.4 Workers' Compensation at statutory ~~limits.~~ limits in accordance with state law.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$ 2,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

...

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Architect shall name Owner as an additional insured (except for Worker's Compensation Insurance and Professional Liability Insurance).

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. Architect shall coordinate the Project work with the Civil Engineer. For avoidance of doubt, Architect's Basic Services shall include all schematic design, all construction documentation, all state fire marshal and building department approvals, all electrical engineering, all mechanical/plumbing engineering, and all structural engineering as well as: (consistent with the scope previously agreed to):

Architectural Design

Structural Engineering

Interior Design

Coordination with Equipment Vendors and plans

Mechanical, Electrical and Plumbing Engineering

...

~~§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval. The Architect and the Owner have coordinated a schedule for the performance of the Architect's services. The schedule initially shall include anticipated services through a series of meetings during the programming and Schematic Design Phase. The schedule includes anticipated milestone dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.~~

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~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

...

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

~~§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1. Not used.~~

...

~~§ 3.2.6 The Architect shall submit to the Owner an assist the Owner in obtaining, at the Owner's sole cost and expense, and update to the estimate of the Cost of the Work prepared in accordance with Section 6.3. Work.~~

...

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. Not Included~~

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

~~§ 3.4.1 Based on the Owner's approval of the Schematic Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect~~

shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved ~~Schematic Design Development Documents~~ and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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§ 3.4.4 The Architect shall assist the Owner in obtaining, at the Owner's sole cost and expense, and update to the estimate ~~for of the Cost of the Work prepared in accordance with Section 6.3, Work.~~

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the ~~Work, Work (prepared by the Owner's consultant),~~ take any action required under Section 6.5, and request the Owner's approval.

...

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the ~~Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming Owner will (1) obtain competitive bids; (2) confirm~~ responsiveness of bids or proposals; (3) ~~determining the successful bid or proposal, if any; and, (4) awarding and preparing~~ determine the successful bid; (4) award and prepare contracts for construction.

...

- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

...

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 ~~facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- .2 ~~organizing and participating in selection interviews with prospective contractors;~~
- .3 ~~preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- .4 ~~participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.5.3.3 ~~If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with and apprised of the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents,

(2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. However, the Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

...

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by ~~both Owner and the Contractor~~, shall not show partiality to ~~either, either the Owner or the Contractor~~, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the~~ The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

...

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. One week prior to the Contractor's Application for Payment, a Owner's representative will review a copy with the Contractor and certify before a hard copy is sent to Architect for review and approval.

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§ 3.6.3.3 ~~The Architect shall maintain a record of the Applications and Certificates for Payment.~~Not used.

...

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. Submittals shall be reviewed and responded to within Fifteen (15) business days of receipt on a standard working day. Requests for Information (RFIs) shall be reviewed and responded to within Ten (10) business days of receipt on a standard working day.

...

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

appropriate action on ~~Shop Drawings~~ shop drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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~~§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.~~ Not used.

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~ Not used.

§ 3.6.6.6 The Architect will provide three (3) paper copies of the final drawings. Electronic (CADD) files will be provided at no charge, one time, at the completion of the project.

...

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. For avoidance of doubt, Owner shall be entitled to choose the consultant(s) it wishes to use for the Additional Services. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

...

<u>§ 4.1.1.1</u>	<u>Programming</u>	<u>Owner and Architect</u>
<u>§ 4.1.1.2</u>	<u>Multiple preliminary designs</u>	<u>Architect</u>
<u>§ 4.1.1.3</u>	<u>Measured drawings</u>	<u>Not provided</u>
<u>§ 4.1.1.4</u>	<u>Existing facilities surveys</u>	<u>Not provided</u>
<u>§ 4.1.1.5</u>	<u>Site evaluation and planning</u>	<u>Architect</u>
<u>§ 4.1.1.6</u>	<u>Building Information Model management responsibilities</u>	<u>Not provided</u>
<u>§ 4.1.1.7</u>	<u>Development of Building Information Models for post construction use</u>	<u>Not provided</u>
<u>§ 4.1.1.8</u>	<u>Civil engineering</u>	<u>Owner</u>
<u>§ 4.1.1.9</u>	<u>Landscape design</u>	<u>Architect</u>
<u>§ 4.1.1.10</u>	<u>Architectural interior design</u>	<u>Architect</u>
<u>§ 4.1.1.11</u>	<u>Value analysis</u>	<u>Not provided</u>
<u>§ 4.1.1.12</u>	<u>Detailed cost estimating beyond that required in Section 6.3</u>	<u>Owner</u>
<u>§ 4.1.1.13</u>	<u>On-site project representation, except as provided in 4.2.3</u>	<u>Not provided</u>
§ 4.1.1.13	On-site project representation	

§ 4.1.1.14	Conformed documents for construction (<u>GC shall be responsible for maintaining an update to set of documents on-site</u>)	<u>Not provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not provided</u>
§ 4.1.1.16	As-constructed record drawings <u>based on redlined, commonly referred to "As-Built," drawings prepared and provided by the Contractor on-site</u>	<u>Architect</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18	Facility support services	<u>Not provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22	Security evaluation and planning	<u>Architect (planning only)</u>
§ 4.1.1.23	Commissioning	<u>Architect</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Architect (1 per project for a total of 2)</u>
§ 4.1.1.27	Historic preservation	<u>Not provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not provided</u>
§ 4.1.1.31	Food Facilities Design Services	<u>Architect</u>
§ 4.1.1.32	Conditional Use Permit	<u>Owner's Consultant (Architect to assist)</u>
§ 4.1.1.33	Signage	<u>Architect</u>

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibits C – G for additional scope of work and services provided.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below:

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not used.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Not used.

...

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, the Owner's schedule, or procurement or delivery method;

PAGE 13

~~.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; Not used;~~

~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing; Not used;~~

~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Forty-four (44) visits to the site by the Architect during construction

.3 ~~(—) inspections~~ Two (2) Punch Walk(s) (1 per each project – Charter School and Headstart) for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~(—) inspections~~ Two (2) Final Punch Walk(s) (1 per each project – Charter School and Headstart) for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-two (22) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. The Architect will work with the Owner to meet the budget for construction.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. An ALTA Survey will be supplied to the Architect by the Owner.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. ~~Not used.~~

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as

the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Specific to the Civil Engineer retained by the Owner, Architect shall coordinate and direct their Work.

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~~§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~Not used.

...

~~§ 6.5 If at any time the Architect's estimate of the Cost of the Work prepared by the Owner's consultant and approved by the Architect exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.~~

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~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures shall be administered by an agreed upon mediator in accordance with local jurisdictional requirements, respectively, 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 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.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. locale of any mediation shall be in San Bernardino, California. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

...

Arbitration pursuant to Section 8.3 of this Agreement

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules shall be administered by an agreed upon arbitrator in accordance with local jurisdictional requirements, respectively, in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

PAGE 18

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Owner may, without cause, order Architect in writing to suspend, delay or interrupt its services for such a period of time as Owner may determine.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall ~~compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and give a minimum of seven days written notice and Owner will~~ compensate the Architect for: (1) compensation for services performed prior to the effective date of the termination, on a prorate basis, based on the percentage of completion of the services and fees allocated to those services; (2) reasonable direct and actual expenses incurred by the Architect in effecting the termination of services; and (3) costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~Not Used.~~

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, California, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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~~.1 Head Start Facility- Stipulated Sum
(Insert amount) One Hundred Eighty Four Thousand Five Hundred Dollars (\$184,500.00)~~

~~.2 NSLA Charter School – Stipulated Sum
One Million Thirty Seven Thousand Five Hundred Dollars (\$1,037,500.00)~~

~~.2 Percentage Basis, .3 Contract Total – Stipulated Sum
(Insert percentage value) One Million Two Hundred Twenty Two Thousand Dollars (\$1,222,000.00)~~

~~(-) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.4
Allowance for Food Facilities Design Services
Twenty Thousand Dollars (\$20,000)~~

~~.5 Allowance for Signage Design
.3 Other Ten Thousand Dollars (\$10,000)~~

~~(Describe the method of compensation)~~

~~.6 Contract Total with Allowances – Stipulated Sum
One Million Two Hundred Twenty Two Thousand Dollars (\$1,252,000.00)~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

~~Not used.~~

...

To be negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (— %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

ten percent (10 %).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of Fee structure for compensation for each phase of services shall be as follows: follows. Please note these do not include Allowances.

§ 11.5.1 Head Start Facility

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent (100 %)

Schematic Design Phase	\$22,600.00
Construction Documents 50%	\$42,300.00
Construction Documents 100%	\$39,900.00
Permitting	\$5,000.00
Bidding Phase	\$2,700.00
Construction Phase	\$66,400.00
Project Closeout	\$5,600.00
<hr/>	
Total Basic Compensation	\$184,500.00

§ 11.5.2 NSLA Charter School

Schematic Design Phase	\$202,150.00
Construction Documents 50%	\$235,750.00
Construction Documents 100%	\$215,250.00
Permitting	\$23,900.00
Bidding Phase	\$20,600.00
Construction Phase	\$319,100.00
Project Closeout	\$20,750.00
<hr/>	
Total Basic Compensation	\$1,037,500.00

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Refer to Exhibits C – G.

Employee or Category

Rate (\$0.00)

...

- .1 Transportation and authorized out-of-town travel and ~~subsistence~~; subsistence with Owner's prior written approval;

...

- 4 Printing, reproductions, plots, ~~and standard form documents;~~standard form documents, film, film processing and photocopies;
- ...
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- 7 Renderings, physical models, mock-ups, Renderings (over and above the standard Schematic Design drawings and 3D visualizations, professional photography, and presentation materials requested by the Owner or required for the Project;
- 8 If required by the Owner, and with the Owner's prior written approval, the Architect's ~~consultants'~~ expenses of professional liability insurance dedicated exclusively to this Project, or the and their Consultants' expense of additional insurance coverage or limits in excess of that normally maintained by the Architect and Architect's consultants;
- 9 All taxes levied on ~~professional services and on-reimbursable expenses;~~
- ~~.10 Site office expenses;~~
- 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~.12 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional ~~coverages as set forth below:~~

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

coverages.

PAGE 22

§ 11.10.1 **Initial Payments – Not used**

~~§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid and undisputed forty-five (45) calendar days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~(Insert rate of monthly or annual interest agreed upon.)~~ Owner shall notify Architect if invoice is disputed within 21 calendar days of receipt. Otherwise, Architect shall reasonably infer invoice is undisputed and payment shall be received per this clause.

~~%—1.5 % accrued monthly~~

...

§ 11.10.3 Architect will submit invoices for services on or before the 7th day of each month for services performed in the previous month, and where applicable, shall be in proportion to services performed within each phase of services on the basis set forth in Section 11.5.

...

§ 12.1 Architect has not made, does not make and specifically negates and disclaims any implied or express warranty or guarantee of any kind or character relative to its services.

§ 12.2 Architect shall not be required to defend the Indemnities with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Architect or the employees or agents of Architect which are based upon or arising out of the professional services of the Architect.

§ 12.3 The compensation due to the Architect and the schedule governing the timing for Architect's performance shall be equitably increased and extended, respectively, to address any change, delay, disruption, acceleration or other impact to the services caused by any action or inaction of the Owner and/or the Contractor and/ or any third-party engaged by either in connection with This Project.

§ 12.4 Insofar as enforceable under the law, the Owner agrees to limit Architect's liability on the Project for any and all injuries, claims, losses, claim-related expenses and damages whatsoever (collectively, the "Claims") caused by or stemming from the Architect's negligent acts, errors or omissions, strict liability, breach of contract, or breach of warranty to the total amount of the Architect's fee for service, if any, for the Claims.

§ 12.5 Architect shall not be liable for any failure to perform to the extent such failure is caused by any event, occurrence or circumstance beyond the reasonable control of the Architect.

§ 12.6 Neither the professional activities of the Architect, nor the presence of the Architect's employees or employees of the Architect's consultants at the construction site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, scheduling techniques or procedures necessary for performing, superintending, quality controlling and coordinating all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies or required by prudent practices. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor.

§ 12.7 The Architect does not warrant or guarantee the performance of, and shall have no responsibility for the acts or omissions of, any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project.

§ 12.8 If by no fault of the Architect, extended Construction Administration Services are required and requested beyond the projected timeframe for construction completion, the Architect will be paid hourly rates for the time incurred.

§ 12.9 The Owner shall be solely responsible for the discovery, presence, inspection, testing, handling, removal, disposal or warning of or exposure of persons or property in hazardous materials in any form of the Project Site, including but not limited to lead, lead products, asbestos, asbestos products, polychlorinated biphenyl (PCB), toxic mold or any other toxic substances. The Owner shall notify the Architect, in writing, of the presence of any hazardous materials found at the Project Site, if the Architect becomes aware of the presence of such hazardous materials, the Owner will be notified of their presence in order that the Owner take appropriate action for their removal.

§ 12.10 Neither the Architect nor the Architect's Consultants shall have any responsibility or liability for providing any services under this Agreement relative to termites and other wood destroying insects and organisms (hereinafter collectively "termites"), such as testing, inspection, preparation of drawings or specifications for termite treatment or for observation or inspection of the work of any pest control contractors or exterminators.

§ 12.11 The Owner, through separate consultants and experts, shall also prepare drawings and specifications for termite treatment of the building and its wood framing in connection with the overall construction of the building. Such termite treatment shall be performed by a separate pest control contractor or exterminator engaged directly by the Owner, and the work of this separate pest control contractor or exterminator shall be reviewed and inspected by the Owner's separate experts and consultants.

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)~~Not used.

...

(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)~~

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*Exhibit A "Owner's Program"

Exhibit B "Owner's RFP"

Exhibit C "TSK Scope of Work"

Exhibit D "HKLA Scope of Work"

~~.4 Other documents:~~Exhibit E "IMEG Commissioning"

*(List other documents, if any, forming part of the Agreement.)*Exhibit F "IMEG Scope of

Work"

Exhibit G "KPF Scope of Work"

...

(Printed name and title)

Kevin P. Quan, AIA Principal

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kevin P. Quan, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 21:26:38 ET on 01/28/2020 under Order No. 4363773444 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Exhibit A - Owner's Program

Program Space		Number of Rooms 1A	Number of Rooms Phase 2	Length	Width	Size of Rooms	Total SF of each area Phase 1	Total SF of each area Phase 2	Charter - # student/grade P1	Charter - # student/grade P2	Notes
Room Types											
Classrooms	Young 5's / Preschool	1		30	25	750	750		25		25 students per class
	Kindergarten	5		30	25	750	3750	0	125		25 students per class
	Grade 1	5		30	25	750	3750	0	125		25 students per class
	Grade 2	5		32	21	672	3360	0	125		25 students per class
	Grade 3	4		32	21	672	2688	0	112		28 students per class/ Budget 25
	Grade 4	4		32	21	672	2688	0	112		28 students per class/1 rooms could be flex for any grade/25 budget
	Grade 5	3		32	21	672	2016	0	84		28 students per class/ Budget
	Grade 6	4		32	23	736	2944	0	120		30 students per class - Dual lang not required
	Grade 7	4		32	23	736	2944	0	120		30 students per class - Dual lang not required
	Grade 8	4		32	23	736	2944	0	120		30 students per class - Dual lang not required
	HS Art	0	1	30	26	780	0	780			storage/racks - Kin exterior under patio
	Music HS	0		47	30	1410	0	0			Band with Storage
	VAPA	1		32	25	800	800				Drama/Dance/Etc
	HS	3	11	32	25	800	2400	8800	84	308	30 students per class
ROTC	0	0	40	25	1000					Aerospace/Aviation - See Requirements	
Total		43	12			31034	9580	1127	308		
Support Rooms	Gym		0	110	80	8800	0	0			HS competition/ MS/HS Use
	Locker Rooms			55	20	1100	0	0			
	Maker Space/Media	0	1	23	42	966	0	966			May double as maker space/Media
	Multi Purpose	1		94	60	5640	5640				B=83 x 59 = 4900 sf C=94 x 60 = 5600 sf/ Phase 2 Café use - add handwashing sinks
	MS Art/Science w/Sinks	1		30	26	780	780	0			Phase 1 - Elem/MS separate rooms
	Music (Stage)	1		36	24	864	864				Choral/String
	Science HS - Chem/Biol and Sci/Physic		2	40	24	960	0	1920		56	
	Media Center / Library	1		26	55	1430	1430				Including Mission Control
	Computer Lab	1		31	25	775	775				Elective/Core class that needs IT room?
	Rocket Lab	1		31	25	775	775				
	Special Ed / Student Support	2	2	14	18	252	504	504			OT/Speech/IEP/Assessment/SLIP - Offices at back
	2 - RTI/Self Contained	2	1	25	16	400	800	400			
Total		7	5			11568	3790		56		
Storage/Closet	Large Storage	1		20	24	480	480				
	Elevator/Equipment Room	2	2	21	7	147	294	294			
	Janitors Closet	2	1	10	6	60	120	60			
	IT Room	1		14	14	196	196	0			Each Floor (Server plus help staff, then patch panels)
	Table Storage	1		23	10	230	230				Near Kitchen
	Total		6	3			1320	354		0	
Restrooms	Private Staff	4	2	10	10	100	400	200			
	Student Group Restrooms	4	4	25	20	500	2000	2000			
	In Classrooms	8		10	10	100	800				5/K/2 SpEd
	Public	1	1	10	10	100	100	100			
	Total		16	6			3300	2300		0	
Offices / Operations	Mechanical Room	2		10	14	140	280				
	Kitchen/Food Service	1		23	27	621	621				warming kitchen - has 14 x 20 walk in plus storage; 2 double ovens, 2-milk cooler 2 reach-ins, fruit/veggie prep, handwashing, prep table - weekly delivery of food. 3 comp sink 18x26 min.
	Nurse	1		10	16	160	160				Plus restroom with shower
	Private Offices	10		18	10	180	1800				Physic/Guide/Clinical/Transition/3 site admin/LCR - Counsel 1:350 students
	Reception	1		21	25	525	525				6 staff, security at Kiosk to control Access to site
	Conference	1	1	18	12	216	216	216			(IEPC typically 7)
	Teacher Work Room	1	1	24	18	432	432	432			Can be open
	Teacher Break Room	1	1	17	13	221	221	221			Private - seating 25-30 including training
	Files	1	1	16	7	112	112	112			
	% corridors						12898	4251			Used 25% - Assumes Gym standalone future building
Total		19	4			17265	5232				
Totals											Approximate Total SF of Building
	TOTALS	91				64487	21256	1127	364		85743 1491

58 sf/Student

\$25,722,900 School @ \$300/sf + Headstart \$4 mils



Developing Affordable Charter School Facilities

EXHIBIT B

June 28, 2019

Mr. Steve Fierce
Principal
TSK Architects
316 West 2nd Street, Penthouse Level
Los Angeles, California 90012

Sent via SFierce@tska.com

Re: Norton Science and Language Academy - San Bernardino, CA

Dear Steve,

Norton Science and Language Academy ("NSLA") is a K-8 charter school founded in 2008 and is currently located at 503 E. Central Avenue in San Bernardino, CA. NSLA will be relocating to a new location to house its future K-12 grade student population starting in the first quarter of 2021.

NSLA is finalizing negotiations on a vacant land parcel located at 195 S. Allen Street in San Bernardino, CA, bounded by Waterman Avenue on the east, Allen Street on the west, and Valley Street on the south. The project consists of the construction of a 15,000 square-foot Head Start Preschool with a student capacity of 220 students, an approximate 71,000 square foot, K-12 Charter School with an eventual student capacity of 1,500 students, gymnasium, playgrounds, playing fields, outdoor basketball courts and surface parking. Kimley-Horn and Associates, our civil engineer prepared a preliminary site plan which is attached for your review.

NSLA has retained Charter School Property Development ("CSPD") as its developer and we will be spearheading all aspects of the project including entitlements, financing and construction management for the property selected. To assist us with the selection of an architect to join the real estate team, we would appreciate you preparing a comprehensive services and fee proposal based on the following deliverables:

- Coordination and documents for Conditional Use Permit
- Space Programming Analysis
- Schematic Design Documents
- Design Development Documents
- Construction Documents (Including MEP, Structural, Landscape Design, Site Lighting and coordination with project Civil Engineer)
- Site Plan preparation
- Assistance with general contractor bidding



Developing Affordable Charter School Facilities

- Permitting with City of San Bernardino Building Department
- Architectural Construction Administration including attendance at Developer's weekly onsite construction meetings
- Final Close-out with City of San Bernardino

Please address in your proposal other services which may be required including but not limited to:

- Master Plan Design
- FF&E Specifications
- Exterior Signage
- Cost Estimating
- Low Voltage Systems, Security, Data, A/V
- Solar

Your fixed fee proposal should be all-inclusive (with minimal reimbursables) and all standard insurance provided. Include a team chart and bios for those individuals in your company who will have direct involvement in the project. Our preference is to use the AIA design documents B101, Standard Form of Agreement between Architect and Owner, 2017 Edition, as modified by the Owner.

Please also include in your proposal a schedule for completing each phase of your work. We will require the buildings to be ready for occupancy by first quarter of 2021 and therefore your design schedule should allow ample time for the build-to-suit of the facility.

We would ask that you get us your written proposal no later than **Tuesday, July 9th**. We would like to hold client presentations that same week. Should you have any questions, do not hesitate to call or email me. Thanks so much for interest in the project and we look forward to getting your response.

Best regards,

A handwritten signature in black ink that reads "Larry Rieder".

Larry Rieder
President

cc: Lisa Lamb
David Gruber
Tom O'Neil

SCOPE OF SERVICES

(The following scope of services is applicable to both Head Start and NSLA Charter School Programs)

- Provide basic services for the following phases: Space Programming, Schematic Design, Construction Documents, Agency Approvals, Bidding, Construction Administration, and Project Closeout.
- Basic services include: architectural, mechanical, plumbing, electrical, low-voltage/IT, site lighting, security management systems, AV systems, fire protection (basis of design drawings, GC to provide final), structural (*excludes site elements*), *trash enclosures*, *site fencing*, landscape and hardscape.
- *Provide Extended Services including: Commissioning, Signage, Food Service Consultant.*
- Provide coordination of Client's civil engineer and integrate design efforts within team.
- Prepare plans, elevations, sections, details, schedules, and book specifications suitable for permitting, bidding, and construction.
- Code and Room identification signage shall be provided. *Proposal also includes allowance for a specialty signage consultant to provide way-finding and building identification signs.*
- Organize and lead workshops and meetings with Client representatives.
- Record Design Phase Meeting Minutes for distribution.
- Coordinate and oversee project team consultants (including Owner-retained civil engineer) for integration of design requirements.
- Perform code analyses.
- Advise the client with project specific recommendations throughout design and construction phases.
- Participate and make recommendations in value management, if needed.
- Review cost estimates prepared by others.
- Provide coordination and documentation to assist client for a Conditional Use Permit.

Space Programming

- Lead (2) Programming Workshops to validate space planning needs. Workshops will encompass review for both Head Start and NSLA programs.
- Identify project quantitative and qualitative requirements for establishment of basis of design.
- Preparation of a report documenting the results.
- Attendance on WebX meetings as required.

Schematic Design

- Preliminary code analysis.
- Preparation of preliminary design solutions that meets Client needs.
- Preparation of initial site plans, floor plans, and elevations of proposed solutions.
- Digital 3D Massing models of proposed solutions.
- Basis of Design Narratives describing potential scope of work.
- Lead (2) Client Workshops. Workshops will encompass review for both Head Start and NSLA programs.
- Attendance on WebX meetings as required.

Design Development

- Due to the fast-tracked schedule requirements of the RFP, TSK proposes moving directly from SD to CD with an integrated DD effort as part of the first portion of the CD phase.

Construction Documents

- Prepare complete and coordinated construction documents including drawings and specifications showing the requirements for construction and the information necessary for jurisdictional approvals and competitive bidding. Understood client prefers for Bid drawings to also include Agency review comments, time permitting.
- (2) Material palettes will be presented for Client review and input.
- Review of Client's preliminary cost estimate (prepared by others).
- Participation in value management efforts to align project budgets.
- Lead (6) Client Workshops.
- Attendance on WebX meetings as required.
- *Material Boards for Client review and approvals.*
- (6) computer renderings of the Campus buildings and (1) aerial rendering of the overall site.
- The team will submit progress sets for Client review at 50% & 100% Construction Documents.
 - Team will review, respond, and update documentation based on comments.

Agency Review

- Team will submit the complete and coordinated documents to the City of San Bernardino Building Department for plan check reviews to achieve approvals.
- Design Team will attend Agency Review meetings as necessary to answer questions, modify drawings as instructed to obtain approvals.
- This phase does not anticipate the need for on-site meetings. However, the team will participate in conference calls as needed.

Bidding

- TSK will attend a Bid Walk to present project scope.
- Assist the Client with preparation and issuance of the bid documents.
- Answer questions during the bidding process including preparation of addenda.
- Assist the client with evaluation of the bids.
- This phase does not anticipate the need for on-site meetings. However, the team will participate in conference calls as needed.

Construction Administration

- TSK will attend and participate in a project kick-off meeting.
- Review shop drawings and other submittals and make recommendations on each.
- Work proactively to identify construction phase problems.
- Collaborate with the contractor to solve problems that arise.
- Answer contractor's *RFI* questions on the contract documents including preparation of necessary revisions to the drawings and specifications.
- Review and make recommendations on contractor's change order requests, review and certify contractor's monthly pay applications.

- This phase includes TSK attendance at (44) on-site construction meetings.
 - Meeting minutes are understood to be prepared by the contractor during this phase.
- Conduct punch walks and prepare punch lists recording items to be completed or corrected by contractor.

Project Closeout

- Review contractor provided As-built drawings and O&M Manuals for general conformance and completion.
- Prepare Record Drawings for submission in CADD and PDF digital format.

PROVISIONS

A. Clarifications

- Project does not include selection or procurement of furniture, fixtures, equipment, artwork, or accessories.
- ~~Graphical, building, and room identification signage is not included. A signage consultant can be provided for an additional fee.~~
- Specialty consultants, such as but not limited to, Food Service, Traffic, Acoustics, Arborist, Commissioning, or Sustainability are not included.
- It is assumed that certain services will be contracted directly with the Client and will not be part of the architect's service. These include Environmental Impact Reports, Geotechnical Services, Topographic and Utility Surveys, Hazardous Material and Environmental Surveys/Reports, and Hazardous Material Mitigation or Abatement Procedures.
- Alternates are not included.
- Project will be competitively bid.
- BIM Model Requirements do not apply to this project. BIM models as a project deliverable are not included. However, BIM models/CAD backgrounds can be provided to the general contractor for their use at their own risk with a signed waiver.
- Commissioning services are not included.
- LEED compliance is not requested.
- Sequence of Work: The fees stated above are based on executing the project in a methodical and efficient manner that is sequential. Client decisions or revision of decisions occurring after general approvals of areas or phases, items added out of sequence, or addition of client required processes that cause the workplan to become inefficient may be considered as extra to the contract.
- Limit of Quantity of Designs: A reasonable quantity of design solutions for individual elements will be developed for review. Excessive or unreasonable requests for redesign or additional design options may result in additional design fees.
- Best Effort Basis: The creative services described above will be provided on a "best effort" basis. That is, we will create designs based on our training, experience and professional judgment representing our best effort. Non-acceptance of the design(s) shall not constitute reason for non-payment.
- Extended Schedule: The fees stated above are based upon a reasonable project schedule. Once started, delays in the overall project schedule may result in additional fees. Restarting the project

after an inactive period of more than two months will result in a re-mobilization fee of 3% of the total project fees.

B. Owner-Performed Services

TSK understands the Owner will contract separately for any services not specifically addressed in this proposal. Design Team shall coordinate with Client’s vendors as needed.

C. Attachments

- IMEG Scope of Work Proposal, *revised*
- KPFF Scope of Work Proposal, *revised*
- HKLA Scope of Work Proposal, *revised*
- *IMEG Commissioning (Cx) Scope of Work Proposal*

FEE SUMMARY

A. Head Start

	Schematic	CDs – 50%	CDs – 100%	Agency	Bidding	Construction	Closeout	Total
Basic Services	\$22,000	\$40,500	\$38,100	\$5000	\$2700	\$59,200	\$5000	\$172,500
Commissioning	\$600	\$1800	\$1800			\$7200	\$600	\$12,000
Phase Total	\$22,600	\$42,300	\$39,900	\$5000	\$2700	\$66,400	\$5,600	\$184,500

B. NSLA Charter School

	Schematic	CDs – 50%	CDs – 100%	Agency	Bidding	Construction	Closeout	Total
Basic Services	\$199,600	\$228,100	\$207,600	\$23,900	\$20,600	\$288,500	\$18,200	\$986,500
Commissioning	\$2550	\$7650	\$7650			\$30,600	\$2,550	\$51,500
Phase Total	\$202,150	\$235,750	\$215,250	\$23,900	\$20,600	\$319,100	\$20,750	\$1,037,500

C. Contract Total

Lump sum fixed fee of One Million Two Hundred and Twenty-Two Thousand Dollars (\$1,222,000.00).

D. Allowances

1. Food Service Consultant : \$20,000
2. Signage Consultant : \$10,000

SEPTEMBER 4, 2019

ATTN; KEVIN QUAN
TSK
316 WEST 2ND STREET, PENTHOUSE
LOS ANGELES, CALIFORNIA 90012
PH. 213.614.0900

**re.: Landscape architectural design tasks and fee proposal for the Norton
Science and Language Academy, K-12 school**

Dear Kevin:

It is a pleasure to submit our proposal for landscape architectural services for the above-referenced project. We have outlined a brief description of services and professional fees below. We look forward to a great teamwork for this project.

Project Description and Scope of Work

The project is a new K-12 charter school and separate Head Start Facility. Structures may consist of a mix of one and two-story buildings sized per a preliminary program provided by the Client, including a gymnasium, playgrounds, playing fields, outdoor basketball courts and surface parking in approximately over 20 acre site area. TSK is an architect (Client/Architect) to provide architectural design service and perform as a prime consultant. Hongjoo Kim Landscape Architects, Inc. (Consultant) is a landscape architect to provide landscape architectural design services of the above project. This proposal assumes that Consultant will provide landscape design services for the following phases as defined below.

Phase A: Schematic Design

The purpose of Schematic Design phase is to design including a design concept, project programs, circulation, and site features through interactive design process that includes meetings, design pin-ups, conceptual design discussions, and further definition of the Client's needs. Specific tasks include:

- 1.01 Attend one (1) orientation/kick-off meeting with Client.
- 1.02 Receive existing site survey and AutoCAD base from the Client/Architect
- 1.03 Prepare preliminary base maps on AutoCAD for design studies and analysis.
- 1.04 Receive/review local codes and guidelines applicable for project studies and analysis.
- 1.05 Prepare site analysis and outline design issues.
- 1.06 Prepare one (1) conceptual landscape design sketches which will include circulation, programs, sustainability features, and plantings
- 1.07 Meeting/conference call with Client to review and comment on proposed conceptual landscape plan and work limits.
- 1.08 Prepare and submit a final schematic landscape plan that includes planting, and hardscape features. The plan will be based on site conditions, Client needs, circulation patterns, and functional requirements.
- 1.09 The schematic concept will be illustrated with a plan, sections, elevations, and/or image board(s) to describe the design intent.
- 1.10 Assist and prepare site Master Plan
- 1.11 Review preliminary statement of probable cost as prepared by others for landscape and hardscape features.

Phase B: Construction Documents/AHJ Approvals/Bidding

Upon written approval of Schematic Design package from the Client, the Consultant shall perform the following tasks for Construction Documents phase of the project. The purpose of Construction Documents phase is to complete documentation of the approved project design for prospective Contractors to bid for construction.

- 2.01 Utilizing the Design Development drawings, the Consultant will prepare final bases for Construction Documents.
- 2.02 Prepare horizontal hardscape layout plans with necessary enlargements showing dimensions and construction detail call-outs.
- 2.03 Prepare planting plans.
- 2.04 Prepare irrigation plans.
- 2.05 Prepare construction details of landscape's hardscape, planting and irrigation.
- 2.06 Prepare CSI specifications for relevant sections.
- 2.07 Provide landscape related documentation for CHPS.
- 2.08 Coordinate with Architect, civil engineer, structural engineer, MEP, and other consultants.
- 2.09 Attend meetings with Client, Architect, and consultants as required.
- 2.10 Provide RFI/Addenda response to Construction Documents are required.
- 2.11 Prepare and assist DSA submittal
- 2.12 Prepare 50%, 85%/DSA submittal, and 100% CD submittals

Phase C: Construction Administration

Once the construction contract is awarded, the Consultant shall complete the following tasks:

- 3.01 Make scheduled site visits as required to review progress, to assist the landscape contractor in interpretation of the design, and to observe the contractor's conformance to the plans and specifications.
- 3.02 In-house field coordination (i.e. addenda, RFI, phone clarifications).
- 3.03 Visit nursery as required to review 24" box trees and larger, observing conformance to Specifications.
- 3.04 Review shop drawings and submittals.
- 3.05 Prepare meeting notes after site visits.

Phase D: Project Closeout

Assist Client during the Post Construction phase.

- 4.01 Provide landscape As-built record drawings.

Project Assumptions and Exclusions

- A. Client/Architect shall provide electronic AutoCAD file with final building footprint. Client/Architect shall also provide an accurate topographic survey including legal boundaries, spot grades, street and curbs, existing utilities, and adjacent building.
- B. Except as specifically listed in this Paragraph B below, the services to be provided by the Consultant pursuant to this Agreement shall include any additional Landscape Architectural services such as planting, irrigation, and aesthetic hardscape design that are customarily provided in connection with providing the services specified above, are implicit in the Scope of Work, or are standard in the industry with respect to providing such itemized services. Professional services not included:
 - Structural engineering for landscape features
 - Existing site survey
 - Civil Engineering, drainage, and grading for site
 - Storm water mitigation design and calculations
 - Exterior lighting design
 - Electrical engineering for all site lighting and irrigation power
 - Graphic design including ADA signage
 - Preparation of ADA access diagrams
 - Waterproofing design and documentation
 - Interior improvements
 - Historic preservation and archeological findings
 - Soil testing—structural and agronomic
 - Tree removal application/process
 - Estimates of cost of construction

- Review of plans with local Fire Department agencies
- Permit application fees or Agency meetings
- Agency processing, except as noted above

C. Written request which may be given by electronic transmission to commence each new phase constitutes approval of prior phase's design, material selections, etc. Changes in subsequent phases of designs, material selections, etc. that have been approved and will require additional work by the Consultant will be considered Additional Services and will be documented and billed on an hourly basis at our Standard Hourly Rates.

Limitation of Liability

Consultant and Client have discussed the risks and benefits associated with this Project as well as the Consultant's fee for services. Consultant and Client agree, to the fullest extent permitted by law, that all claims for damages or equitable relief of any kind arising out of services rendered on the Project, including services arising out of performance under the Contract and any amendments or change orders thereto, asserted against the Consultant, its officers, directors, employees, shareholders, members, agents and subconsultants, by the Client (including Client's officers, directors, employees, shareholders, members, agents, consultants, contractors and subcontractors), are limited to the lesser of (i) \$60,000 or (ii) the total invoiced dollar value of the services provided by Consultant under this Agreement and paid by Client, but in no event shall Consultant's liability exceed the amount of Consultant's available insurance proceeds.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a California corporation, and not against any of the Consultant's employees, officers or directors. In addition, it is intended by the parties to this Agreement that the Client's individual employees, officers, directors, members and affiliates shall not be subject to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Consultant agrees that as the Consultant's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Client, a California limited liability company, and not against any of the Client's employees, officers, directors, members or affiliates.

Attorney's Fees

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

Construction Observation

The Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

Certificate of Merit

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing or having practiced for 15 years within the previous five years in the same or substantially similar discipline as the Consultant and licensed in the State of California. This Certification shall:

- (a) Contain the name and license number of the certifier;
- (b) Specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances, and
- (c) State in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.

This Certificate shall be provided to the Consultant not less than three (3) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing State law in force at the time of the claim or demand for arbitration.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's work or services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. Failure by the Client to notify the Consultant, shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Interpretation

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by the Consultant's sole or gross negligence or the Consultant's willful misconduct. "Parties" means the Client and the Consultant, and their officers, partners, employees, agents and subconsultants. "Agreement" means this proposal upon its execution and delivery by the Client. The parties also agree that the Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join the Consultant as a third-party defendant.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety.

Ownership of Instruments of Service

The Client shall subject to the terms outlined herein, become the exclusive owner of all plans, drawings, specifications, reports, data (including electronic files) and any other documents prepared by the Consultant as instruments of service for the project (collectively, "Instruments of Service"), and subject to the terms outlined herein, the Client shall have all common law, statutory and other reserved rights, including copyrights thereto, whether or not the project is completed or this agreement is terminated before or after any of the Instruments of Service are complete. Submission or distribution of any of the Instruments of Service to governmental agencies for review or approval in connection with the project shall not be construed as publication in derogation of the rights of the Client. Without limiting the generality of the foregoing, the Client may, subject to the terms outlined herein, use any of the Instruments of Service in connection with constructing, maintaining, renovating, altering and/or expanding the improvements with respect to the project, and the Client may permit qualified professionals to reproduce all or portions of the Instruments of Service (including the design embodied in those Instruments of Service) for incorporation into other instruments of service to be prepared by such other professionals. Upon termination of this agreement (whether for cause or convenience or due to the completion of the Consultant's services hereunder), and payment to the Consultant of amounts due under this agreement, Consultant shall deliver to the Client, a complete set of prints and electronic copies (in such formats as may be requested by the Client) of each of the Instruments of Service

prepared through the date of termination. Notwithstanding the foregoing, the Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the unauthorized reuse or modification of the construction documents by the Client or, to the extent directed by the Client, by any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant. In the event that Consultant's services are terminated in accordance with this agreement, this provision shall also apply to documents delivered to Client after such termination. Such delivery shall be contingent upon payment in full of all monies then due Consultant for services provided up to the date of termination. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

Unauthorized Changes to Plans

In the event the Client consents to, allows, authorizes or approves of changes to such Instruments of Service and these changes are not approved in writing by the Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of the Consultant. Therefore, the Client agrees to release the Consultant from any liability to the extent arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent arising from such changes, except for damages, liabilities and costs arising from the sole negligence or willful misconduct of the Consultant.

Standard Hourly Rates*

Principal	\$	240.
Associate	\$	150.
Project Manager	\$	125.
Landscape Designer	\$	105.
Administrator	\$	75.

** These rates are valid for 2019 and are subject to change afterwards.*

Reimbursable Expenses

Reimbursable expenses include: blueprinting, plotting (bond, vellum, and color), color laser printing, black and white and color reproduction, photographic film and processing, long distance phone charges, travel, mileage, parking fees, commercial messenger charges, overnight delivery, postage and handling. These expenses will be billed at 1.10 times cost. Mileage shall be billed at \$0.55 per mile.

Additional Services

All services not included in the above scope of work will be considered Additional Services and will be billed at the Standard Hourly Rates. All additional services will require written authorization from Client before proceeding with any approved changes.

Invoices

Invoices will be submitted monthly as a percentage of Phase completion. Payment is due within 30 calendar days upon presentation of each invoice and shall be considered past due if not paid by this time period and such invoice shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Project Approval

Landscape architectural design services for the Norton Science and Language Academy, K-12 school

To confirm your approval of this proposal (dated September 4, 2019) and initiate our work on the project as described therein, please sign this letter and return it to us. Please retain a copy for your records.

LANDSCAPE ARCHITECT
Hongjoo Kim Landscape Architects, Inc.

HONGJOO KIM, ASLA _____
PRINTED NAME


SIGNATURE

President _____
TITLE

September 4, 2019 _____



Revised September 3, 2019

Mr. Kevin Quan
Tate Snyder Kimsey Architects
888 South Figueroa Street
Suite 2020
Los Angeles, CA 90017

Project: Norton Science and Language Academy
195 S. Allen Street
San Bernardino, CA
Commissioning Services
IMEG# P2019197 R1

Dear Kevin:

Thank you for giving us the opportunity to submit the Commissioning services fee proposal for the Norton Science and Language Academy project. We are pleased to submit the following Commissioning services fee proposal for your review and consideration.

BASIS OF PROPOSAL

Services to be provided by the Commissioning Authority (CxA):

IMEG Commissioning (IMEG) will act as CxA to meet the request for the design and construction phase commissioning to verify and ensure that the entire building is designed, constructed and calibrated to operate as intended. The primary role of the CxA is to develop and coordinate for the building systems, the execution of a testing plan, and observe and document performance – that is, to verify and document that specified systems are functioning in accordance with the Design Intent, and in accordance with the Contract Documents.

Systems subject to Commissioning under this proposal include all mechanical and electrical distribution systems; subsystems and components specified in the Specifications. For these systems and components, the CxA will:

1. Verify that applicable systems and components are installed in conformance with the contract documents, according to the manufacturer's recommendations and industry accepted minimum standards, and that they receive appropriate operational checkout by the installing contractor, such that the facility, overall, reliability operates as intended.



2. Verify and document intended performance of equipment and systems in accordance with system design criteria in the contract documents, using Functional Performance Testing (FPT) administered by the contractors.
3. Verify that complete O & M documentation is left on site.
4. Verify that all Owners' operating personnel are adequately trained in accordance with the specifications.
5. Verify that documentation of warranty period service work and end of warranty punch list work is provided, as required by contract documents.
6. Prepare commissioning specifications.
7. Prepare commissioning plan.
8. Prepare and submit commissioning report.
9. Assist the owner in generating the Owner's Project Requirements (OPR) document.

The commissioning process will encompass and coordinate the traditionally separate functions of system documentation, equipment start-up, control system calibration, testing and balancing (TAB), performance testing and verification, and training.

The CxA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately these responsibilities reside with the General Contractor (GC) and the A/E. The CxA is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The respective Contractors will provide all instrumentation and tools, and the use of the same, necessary to start, checkout, and functionally test their equipment and systems.

SCOPE OF WORK

I. DESIGN PHASE:

- a. Attend Project Management meeting as required.
- b. The CxA team will review the Owner's Project Requirements (OPR) to understand the Owner's original scope of the project.
- c. The CxA team shall report directly to the Owner's Representative for all commissioning activities.
- d. Prepare preliminary Commissioning Plan. The Commissioning Plan, which details the extent of the commissioning process including the commissioning team organization, schedule, training, and documentation requirements and all related testing, verification, and quality control procedures.



- e. Prepare commissioning specifications. The commissioning specifications will provide details of the commissioning procedures for the mechanical, electrical and plumbing equipment and systems and the requirements by the contractor(s).
- f. The CxA team will request and review the Engineer's Basis of Design (BOD) for compliance with the OPR. The CxA will require this document to be updated as the project design nears completion and any modifications to the design were made, which are different than the original BOD, with the Owners understanding and approval.
- g. The CxA team will request and review design drawings, starting at the 50% Construction Documents (CD) milestone, for compliance with the OPR and BOD and their respect to their completeness in all areas related to the commissioning process. A "Deficiency Log" will be provided to the design team members with comments from the CxA Team for non-compliance or incomplete items. The Deficiency Log will track all items through the end of the design and then into the construction. Items will not be signed off as corrected until the CxA has reviewed the revised material for completeness.
- h. Coordinate and direct the Mechanical and Electrical Systems Cx activities in a logical sequential and efficient manner, using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, and frequently up-dated timeliness schedules, and technical expertise.
- i. Coordinate development of, approve, and distribute pre-functional tests and checklists.

II. CONSTRUCTION ADMINISTRATION PHASE:

- a. The CxA team shall report directly to the Owner's Representative for all commissioning activities.
- b. Conduct the Cx scope (kickoff) meeting with all project commissioning team member, including contractors, as required by project specification and commissioning plan and owner's representatives. The CxA shall prepare minutes of every commissioning event and send copies to all commissioning team members and attendees. This initial Cx kick-off meeting should be within 30 days of the beginning of construction.
- c. At the beginning of construction, the CxA will coordinate with the GC to ensure that commissioning activities are being scheduled into the master schedule. The CxA will prepare and maintain a Cx schedule and work plan throughout the duration of the project.
- d. Participate, as appropriate, in planning and conducting Cx progress meetings at intervals necessary to maintain scheduled progress of Cx activities.
- e. Gather and review the current control sequences and interlocks, and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
- f. Update commissioning plan, if required.



- g. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to track construction progress. Review construction-meeting minutes for revisions/substitutions related to the Cx process. Assist in resolving construction related or design related discrepancies identified in the Cx process.
- h. Request and review additional information required to perform Cx tasks, including Bulletins, RFIs, Submittals, O & M materials, contractor start-up and checkout procedures.
- i. During the submittal process, and throughout the construction phase, for the BMS, as well as other equipment, the CxA will revise the FPT's as needed, to incorporate any relevant design revisions, RFI replies, submittal review comments, etc. such that the FPT's accurately reflect system operations at the time the FPT's will be performed by the contractors under the direction of, and documented by the CxA. Where such information is necessary to achieve this requirement, but not received in a timely manner, additional fees will be charged at our regular scheduled rates, if schedule and/or manpower requirements are affected such that there is additional cost to IMEG.
- j. Participate, as appropriate, in developing an enhanced start-up initial systems-checkout plan with the GC and subcontractors.
- k. Coordinate development of, approve, and distribute pre-functional tests and checklists. A Pre-functional checklist will be made for every piece of equipment which is to be commissioned. This list identifies what to look for in the way of the installation and start-up of the equipment.
- l. Ensure pre-functional test and start-up checklist are being completed by the appropriate contractors and that 100% full time observation of the pre-functional testing by the GC has occurred. The completed documentation is to be provided to the CxA by the GC for inclusion into the final Cx report.
- m. Check installation for adequate accessibility for maintenance and component replacement and repair.
- n. Ensure system start-up has been properly completed by the appropriate contractors and that 100% full time site observation of the testing by the GC has occurred. The completed documentation is to be provided to the CxA by the G C for inclusion into the final Cx document.
- o. With necessary assistance and review from installing contractors, perform the functional performance test procedures for equipment and systems.
- p. Analyze and functional performance trend logs and monitoring data to assist in verifying performance.
- q. Coordinate, witness, and approve manual functional performance tests performed by installing contractors. Coordinate retesting, as necessary until satisfactory performance is achieved, subject to Work Subject to Additional Fees.



- r. Maintain a Master Cx Deficiency and Resolution Log and a separate testing record. Provide the Owner with written progress reports and test results, with recommended actions.
- s. Compile and maintain a complete Cx record, with all filled-out test forms.
- t. Prepare and submit commissioning report. The submittal of this report will be to the Client, Authority Having Jurisdiction (AHJ) to meet California Energy Code Mandatory Commissioning requirements. This report will include the following items:
 - i. Owner's Project Requirements (OPR)
 - ii. MEP Engineer's Basis of Design (BOD)
 - iii. Commissioning Plan
 - iv. A list of all Commissioning Team members.
 - v. Master Commissioning Deficiency Log
 - vi. Completed Pre-functional Checklist
 - vii. Completed Functional Checklist
 - viii. Project Observation Reports
 - ix. Executive Summary of project including recommendations for additional or continuous testing (warranty/off-season).
 - x. Test and Balance Report

EQUIPMENT TO BE COMMISSIONED:

The follow is a list of anticipated equipment that will be included in the scope of this project:

1. Packaged Rooftop Units
2. Split Units
3. Supply Fan
4. Exhaust Fan
5. HVAC Controls
6. Lighting Controls
7. Domestic Water Heater with Circulating Pump
8. Air Flow Test and Balance



DELIVERABLES AND SUBMITTALS

Deliverables and submittals will be consistent with the Project Requirement Design Guidelines.

ASSUMPTIONS

This proposal assumes that the specifications sections concerning commissioning provide that the CxA's responsibility is limited to witnessing and documenting systems performance, and associated coordination of such performance testing. It is the responsibility of the respective contractors to operate, demonstrate operation, and document proper operation of their systems and equipment, throughout the commissioning process. Additional fees will be required if IMEG is to provide services beyond witnessing, and documentation of performance testing as described in this proposal.

I. Responsibilities of others

A. All Parties:

1. Acknowledge their willingness to participate in the commissioning process, and to follow the Commissioning Plan in all phases.
2. Agree to be officially represented at the first Cx scope meeting, and will have official representation at additional Cx meetings, as necessary.

II. Architect (of A/E)

A. Construction and Acceptance Phase:

1. The Architect manages all design team members.
2. Attends the Cx scoping meeting and selected additional Cx team meetings.
3. Performs normal submittal review, construction observation, as-built drawing preparation, O & M manual preparation, etc. as contracted.
4. Provides any design documentation requested by the Cx.
5. Coordinates resolution of system deficiencies identified during Cx.
6. Prepare and submit final Record Drawings and Design Intent documentation for inclusion in the O & M Manuals.

III. Mechanical and Electrical Designers/Engineers (A/E Team)

A. Construction and Acceptance Phase:

1. Perform normal submittal review, construction observation; and record drawing preparation, as contracted. One site observation to be completed just prior to system start-up.



2. Provide Basis of Design (BOD) narrative, measurement and verification plan (if needed) and operation sequences documentation requested by the CxA. The Designers will assist, along with the contractors, in a timely fashion, considering submittal lead times in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings, and/or equipment documentation is not sufficient for writing detailed testing procedures. Where such assistance is required but not provided in a timely manner, additional fees will be charged when schedule and/or manpower requirements are afflicted such that there is additional cost to IMEG.
3. Attend Cx scoping meetings and other selected Cx team meetings.
4. Participate in the resolution of system deficiencies, as related to possible design deficiencies, identified during Cx, according to the contract documents.
5. Prepare and submit the final Record Drawings and Design Intent and operating parameters documentation for inclusion in the O & M manuals. Review and approve the O & M Manuals.
6. From the Contractor's "as-built drawings", edit and update the Contract Drawings and "one-line" diagrams developed as part of Design Intent documentation and those provided by the vendor as "shop drawings" for the chilled and hot water; condenser water; domestic water, steam and condensate systems; supply, return and exhaust air systems; and the emergency electrical power system. Warranty Period
7. Participate in the resolution of non-compliance, non-conformance and design deficiencies identified during final inspection, and Cx period.

IV. General Contractor (GC) and Subcontractors

A. Construction and Acceptance Phase:

1. The GC shall ensure that all contractors execute their commissioning responsibilities according to the contract documents in a timely fashion.
2. The GC shall provide sufficient personnel to coordinate and witness the pre-functional testing of all mechanical and electrical components and systems. All work shall be at the direction and meet the standards of the Owner and the Commissioning Authority. Additionally, the GC shall provide completed documentation to the CA for inclusion into the final Cx plan.
3. A representative of the Contractor for each applicable trade shall attend the commissioning scoping meeting.



4. Contractors shall provide normal cut sheets and shop drawing submittals and O & M manuals, with one copy for each piece of commissioned equipment going to the CxA. Contractors shall provide the CxA with additional detailed equipment and system information, as requested. Contractors shall assist (along with the design engineers) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation are not sufficient for writing detailed testing procedures. Where such time assistance is required, but not provided, additional fee may be charge if schedule and/or manpower requirements are affected such that there is additional cost to IMEG.
5. Contractors shall provide limited assistance to the CxA in preparation of the specific functional performance test procedures. Contractors shall review test procedures to ensure feasibility, safety and equipment protection.
6. Contractors shall execute their normal system start-up checkout procedures without a decrease in rigor. In addition, they will complete pre-functional performance checklists and tests provided to them by CxA. Test equipment shall have current calibration certification, with reference to respective certifying agency. The GC is responsible for providing completed documentation to the CA for inclusion into the final Cx plan.
7. Contractors and vendors shall perform and clearly document their normal start-up and system checkout procedures without a decrease in rigor. Contractors shall provide a start-up report and copy of the manufacturer's recommended start-up procedures to the CxA.
8. Contractors shall address all A/E punch list items to date and TAB shall be completed with discrepancies and problems remedied before functional testing. Contractors shall perform standard start-up testing and system operational checkouts with normal rigor. Commissioning performance verification is intended to verify proper performance, not replace the start-up testing and system debugging responsibilities of the Subs.
9. Contractors shall execute functional performance testing, witnessed by the CxA ensuring appropriately skilled technicians are available and qualified to execute all performance checks and tests. All technicians are to be available for the duration of the respective tests.
10. Correct deficiencies (differences between specified and observed performance) as interpreted by the CxA, GC, and A/E.
11. Prepare O & M manuals according to the contract documents.
12. Prepare redline as-built drawings for all drawings and final as-builts for contractor generated coordination drawings.
13. Coordinate with equipment manufacturers to determine specific requirements to maintain the validity of the warranty.



14. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings to the CxA.
15. GC shall coordinate and document the training of owner personnel.
16. Notify the CxA via proper channels when pipe and duct system testing, flushing and cleaning, start-up of each piece of equipment, and TAB will occur. Be responsible to notify CxA, ahead of time, when commissioning activities not yet performed or not yet scheduled, will delay construction. Be proactive in seeing that commissioning processes are executed and that the CxA has the scheduling information needed to efficiently execute the commissioning process.

V. General Contractor/Construction Manager/Program Manager Responsibilities

1. Facilitate the coordination of the commissioning work by the CxA and ensure that commissioning activities are being scheduled into the master schedule.
2. Attend Cx scoping meeting and subsequent Cx meetings, as appropriate.
3. Perform the normal review of Contractor submittals.
4. Furnish a copy of all construction documents, addenda, RFIs, change orders, and approved submittals and shop drawings related to commissioned equipment and systems to the CxA.
5. In each purchase order or subcontract written, include requirements for submittal data, O & M data, start-up and Cx tasks, and training.

Note: This information is critical to effective and efficient performance verification of equipment to be commissioned. To the extent that this information is not provided in a timely manner, and causes delays in the production of any tests, checklists, or other Cx documentation for which IMEG is responsible, causing IMEG to incur additional costs, IMEG will charge additional fees to recover the additional costs incurred.

6. Ensure that all subcontractors execute their Cx responsibilities according to the contract documents, Cx plan, and schedule.
7. Review periodic commissioning progress and deficiency reports.
8. Coordinate the activities of all contractor, subcontractors and vendor personnel as required, to complete training of Owner's Maintenance and Operation personnel in accordance with the requirements of the Project Specifications.
9. Prepare O & M manuals, according to the Contract Documents, including clarifying and updating the original sequences of operation to actual as-built conditions. Submit O & M manuals to the Owner and the A/E team for final approval.



COMPENSATION

- For the above described Fundamental Commissioning services, the Engineers' compensation shall be a lump sum of **\$63,000** (sixty-three thousand dollars).

Fee Breakdown:	
Head Start	\$ 12,000
K-9 Campus	\$ 51,000

- For additional services the CxA's compensation shall be negotiated, per the attached Schedule of Charges, with the Owner prior to proceeding with the work.
- Delays, interruptions, and modifications to the project by the Owner or the GC or the Owner's other consultants, not resulting from our work.
 - Additional work required due to changes requested and authorized by the Owner after previous work has been approved.
 - Work in excess of what is described in other sections of this proposal.
 - Seeking program flexibility or code variances, or otherwise appealing decisions of the Authorities having Jurisdiction.
 - Work to obtain approvals from inspection authorities.
 - Acoustic evaluations development.
 - Additional studies or life-cycle analysis.
 - Re-testing of components or systems based on incomplete installation or test failures resulting from either OEM equipment or installation failures.
 - Additional visits to the site due to test cancellation or postponements not caused by IMEG.
 - This fee proposal is valid for a period of 90 days from the date of this proposal.



CONDITIONS

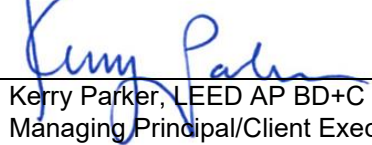
We understand the terms and conditions of the proposal are based solely on this letter.

1. We specifically exclude the indemnification of all parties injured or affected on this project where not a direct result of design problems, errors, omissions, or breach of contract on our part.
2. The use of our original work for other than this project or the use of our work for completion of this project by someone else, without prior written consent, is prohibited.
3. Services quoted are limited to the scope of work herein described.

Please contact us if you have any questions. Thank you considering our firm to provide these services.

Sincerely Submitted by,

IMEG CORP.



Kerry Parker, LEED AP BD+C Date
Managing Principal/Client Executive



Revised September 3, 2019

Mr. Kevin Quan
Tate Snyder Kimsey Architects
888 South Figueroa Street
Suite 2020
Los Angeles, CA 90017

RE: Proposal for Engineering Services
Norton Science and Language Academy
195 S. Allen Street
San Bernardino, CA

Dear Kevin:

Thank you for the opportunity to submit a Proposal for mechanical, electrical, and technology engineering services for a new K12 Charter school and separate Head Start Facility. Structures may consist of a mix for one and two-story buildings sized per a preliminary program provided by the Client. The approximate construction cost is \$30,000,000.

We understand the scope of work is as follows:

DESIGN PHASE SERVICES

1. Design of mechanical systems including:
 - a. Fire protection systems:
 - 1) Incoming riser with valving.
 - 2) Sprinkler zone designations (zone numbering, zone occupancy classifications, and sprinkler types to be installed in each zone).
 - 3) Standpipe locations.
 - 4) Sprinkler locations.
 - 5) This scope assumes adequate water supply and pressure are available to the site. If not, additional services will be required. Fire water flow tests are required for the project and shall be paid for by the Owner.
 - 6) Specifications for deferred approval contractor furnished hydraulically calculated piping installation drawings. Piping locations will not be shown on our documents. A deferred approval fire sprinkler system is a fire sprinkler contractor

designed and installed system that is approved after the start of construction. The engineer designs the fire sprinkler riser assembly, provides performance specifications for the system and reviews the contactor shop drawings. The fire sprinkler contractor is the designer of record for the system. This approach provides cost savings for the Owner.

- b. Plumbing systems:
 - 1) Domestic hot and cold water.
 - 2) Sanitary drainage and venting.
 - 3) Kitchen waste system and grease interceptor.
 - 4) Interior roof drainage to a point 5'-0" from building footprint for connection to site storm drain system by Civil.
 - 5) Acid waste and venting. Appropriate acid waste system recommended as acid dilution traps at science classroom sinks.
 - c. HVAC systems:
 - 1) Heating, ventilating, and air conditioning for environmental control based on unitary package equipment.
 - 2) Stand-alone, split-system cooling only for data rooms and elevator equipment rooms.
 - 3) Direct digital control (DDC) system.
 - 4) Kitchen exhaust.
 - 5) Kitchen makeup air.
 - 6) Science lab fume hood exhaust and make-up air.
 - 7) Toilet room exhaust.
 - 8) General exhaust.
 - d. Piping systems:
 - 1) Condensate drain.
 - 2) Natural gas, including site natural gas and coordination with gas company for meter location and will serve letter.
 - 3) Refrigeration piping systems.
2. Design of electrical systems including:
- a. Incoming electrical service, power distribution, and grounding. Power for security and technology head and systems.
 - b. Interior lighting and controls.
 - c. Exterior lighting and controls.
 - d. Parking lot lighting and controls.
 - e. Fire alarm.
 - f. Infrastructure rough-in for roof mounted photovoltaic (solar PV) system.
 - g. Power and data for exterior scoreboard.
 - h. Infrastructure (empty conduit and pull boxes) for future sports field lighting is included in scope and fee. Sports field lighting system design appropriate for night time sports events is offered as an optional engineering service for Owner's consideration.



3. Design of technology systems including:
 - a. Information technology:
 - 1) Telecommunications structured cabling system: Voice, data and WIFI passive infrastructure.
 - 2) Cable tray and/or horizontal raceway to allow routing of low voltage systems wiring.
 - 3) Telecommunications outside plant.
 - 4) Computer room infrastructure.
 - b. Security management systems:
 - 1) Intrusion detection system.
 - 2) Access control system.
 - 3) Video surveillance system.
 - c. AV systems:
 - 1) Display devices, AV source equipment, and system controls for classrooms, MRP and Gymnasium.
 - 2) Overhead paging system.
 - d. Building technology systems:
 - 1) Synchronized clock system.
4. Establish performance requirements for seismic bracing (if required by code) of mechanical, electrical, and technology equipment specified by IMEG. Design and installation will be by others.
5. Prepare applicable mechanical, electrical, and technology specifications.
6. Prepare Title 24 Energy Compliance Package (Prescriptive or Performance) for mechanical and lighting systems.
7. Respond to Plan Check comments to obtain approval.
8. Prepare contract documents that are suitable for pricing and construction purposes.
9. Project design meetings:
 - a. Participate in project conference calls / web conferences as required.
 - b. Attend approximately two (2) design coordination meetings at Architect's office.

BIDDING PHASE SERVICES

1. Respond to contractor questions.
2. Prepare addenda information as required.

CONSTRUCTION PHASE SERVICES

1. Contract administration related to IMEG scope of work including:
 - a. Answer Contractor questions and Requests for Information (RFIs).
2. Review shop drawing submittals for items requested in the contract documents.



3. Conduct four (4) job site observation(s) during construction, plus one final job site observation at the end of the construction period, and issue field reports and punch lists.
4. Prepare record documents based upon contractor-supplied as-installed documents, with no additional verification.

ASSUMPTIONS

1. Exhibit A attached to this Proposal addresses the scope of service and responsibilities for 3D/Building Information Modeling (BIM).
2. A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated personal/office equipment for each space will be provided to IMEG prior to completion of the Design Development phase.
3. Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.
4. Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by TSK and will be part of the General Contractor's scope of work.
5. Identification, testing, and/or removal of hazardous materials will be by others.
6. Sanitary sewer, storm sewer, domestic water service, and fire protection water service with adequate capacity will be available 5'-0" outside of the building.
7. Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, storm water, storm water detention, and sanitary sewer shall be the responsibility of others. Plumbing scope includes site natural gas.
8. Electric and telecommunications utility raceways for each service provider, and branch feeds outside the building (site lighting, CCTV, security, outbuildings, etc.) will be provided to the Civil Engineer for coordination with the overall site design. This is typical coordination efforts with Civil Engineer.
9. For all security management systems, electrified door hardware will be designed and specified by the Architect.
10. An independent cost estimator will be engaged by the Owner. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation. IMEG scope and fee does not include preparation of cost estimates, only review of estimates prepared by others.
11. The project will be developed as two (2) separate packages (Head Start and K-9 Campus) and may be awarded as a single or multiple prime contract for simultaneous construction. Phased design and/or issue of early documents are not required.



OPTIONAL SERVICES

1. For Optional Sport Field Lighting system design; the Engineer's compensation shall be a fixed fee of \$5,000

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone (e.g., reports; studies; SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings) when not provided to IMEG by the Architect.
2. CAD plots of drawings in any media other than paper or electronic files.
3. Payment of plan review fees or other imposed governmental agency fees.
4. State filing and/or permit fees.
5. Necessary consultants as approved by Client.
6. Delivery charges.
7. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

The following expenses **are** included in the above fee.

1. Meals and lodging, when required to travel overnight.
2. Travel expenses.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.
2. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
3. Structural design of any kind.



4. Design of technology systems not specifically noted herein.
5. Creation of a separate technology equipment package for delayed issuance, necessitating the issuance of a separate rough-in package.
6. Our security design services will implement the system as desired and directed by the Client. The determination of a security solution, through a security audit and/or threat analysis, is an additional service.
7. Acoustical evaluation, design, or analysis, including demonstrating compliance with HIPAA, ANSI S12.60, or applicable statutory requirements.
8. Lightning protection system evaluation and design.
9. Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.
10. Life cycle cost analysis for HVAC, domestic hot water, or building envelope selection.
11. ASHRAE 90.1 Energy Standards confirmation or building modeling.
12. Assist in compliance with ASHRAE Standard 188-2015 Legionellosis: Risk Management for Building Water Systems.
13. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
14. Assistance with grants and other related funding applications.
15. Detailed fire protection drawings, fire pump design, and hydraulic calculations. Fire protection design does not include location or quantity of fire extinguishers/cabinets.
16. Revising equipment layout and connections, and floor plan modifications, after IMEG's construction drawings and specifications are complete.
17. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
18. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
19. Systems commissioning. Please be advised that commissioning may be required by some energy conservation codes, even though it is excluded from this Proposal. If commissioning is required, IMEG can provide a proposal for additional services, or systems commissioning may be conducted by a third party.
20. Performing a confirmation site observation after the final job site observation (punch list) has been completed.



We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below, by fax, or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.



Kerry R. Parker
Managing Principal, Client Executive
kerry.r.parker@imegcorp.com

KRP

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July 9, 2019

Mr. Kevin Quan, AIA, LEED AP BD+C
TSK
316 West 2nd St. PH Floor
Los Angeles, CA 90012

Re: Norton Science and Language Academy
Revised Proposal for Structural Engineering Services
KPFF Project # 10011900538

Dear Kevin:

We are pleased to submit revised this proposal for structural engineering services required for the above-referenced project. This proposal is based on our email conversation on July 2nd along with the RFP and site layout.

PROJECT DESCRIPTION

We understand that the project consists of the design and construction of a 15,000 square-foot Head Start Preschool with a student capacity of 220 students, an approximately 71,000 square-foot K-12 Charter School with an eventual student capacity of 1,500 students, gymnasium, playgrounds, playing fields, outdoor basketball courts and surface parking lot. A detailed description of the work is included in the RFP provided to us on July 2nd written by Charter School Property Solutions on June 28, 2019.

SCOPE OF WORK

We have based our scope of work on the requirements set forth in the June 28, 2019 document provided by Charter School Property Solutions.

Please refer to Attachment C for a detailed description of our proposed scope of structural engineering services.

The following assumptions have been made in developing this proposal:

1. The project will be under the jurisdiction of the city of City of San Bernardino and will not be subject to DSA review and approval.
2. Site structures such as retaining walls, sports and play equipment, trash enclosures, light poles, traffic bollards, etc. will be designed by the Civil engineer, and as such are not included in this proposal. We have assumed that exterior canopies **are** included in our scope.
3. Primary building systems will be relatively consistent across the different areas of the project. For the purposes of this proposal, we have assumed the classroom buildings will be wood construction or similar, and the gymnasium will be CMU construction with long span trusses or similar.

Kevin Quan, TSK
Norton Science and Language Academy
Revised Proposal for Structural Engineering Services
KPFF Project # 10011900538
July 9, 2019
Page 2

BIM - KPFF will be using the 3-Dimensional Autodesk Revit Software for the coordination and development of the Structural BIM model for this project. Please see Attachment D for BIM Level of Detail.

Requests from the Contractor to change the structural design of agency approved Contract Documents or field repairs of Contractor construction defects will be tracked and billed as an additional service. For any such changes, KPFF will get authorization of our client before expending effort to fulfill the Contractor request.

Additional site visit(s)/structural observations beyond what is noted in our scope of work above will be billed on an hourly basis per our standard hourly rate schedule in Attachment A.

REIMBURSABLE EXPENSES

Anticipated expenses for messenger and delivery services, reproduction, printing, plotting, rideshare and taxi service, and local travel are included in our fee. All other services, which are considered additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

Kevin Quan, TSK
Norton Science and Language Academy
Revised Proposal for Structural Engineering Services
KPFF Project # 10011900538
July 9, 2019
Page 3

AGREEMENT FOR PROFESSIONAL SERVICES

All general Terms and Conditions shall be per Attachment B of this document or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project.

SUMMARY

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Kane Pithey, SE
Associate

Attachments

cc: Ramzi Hodali, KPFF

Accepted By:

Kevin Quan, TSK
Norton Science and Language Academy
Revised Proposal for Structural Engineering Services
KPFF Project # 10011900538
July 9, 2019
Page 4

Attachment A

HOURLY RATE SCHEDULE

2019

PRINCIPAL-IN-CHARGE	\$250.00
SENIOR PROJECT MANAGER	\$205.00
PROJECT MANAGER	\$185.00
PROJECT ENGINEER.....	\$155.00
DESIGN ENGINEER.....	\$140.00
PROJECT DRAFTER.....	\$165.00
DRAFTER/CAD OPERATOR	\$140.00
ADMINISTRATIVE/SECRETARY	\$95.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

Attachment C

Structural Engineering Scope of Services

KPFF Consulting Engineers has expertise in the analysis and design of all elements associated with typical building structures such as exterior wall systems, shoring, stairs, etc. We are available to provide structural design services on any or all of the many elements, which comprise a finished building. Shown below is our understanding of the scope, which is required for this project. If this scope is to be modified, we will be glad to revise our fee proposal to reflect any such change.

This is an exhibit attached to and made part of Agreement dated July 9, 2019 between
KPFF, Inc. and TSK for Norton Science and Language Academy

 (SER) (Client) (Project)

The services of the Structural Engineer of Record (SER) for this proposal include those summarized below.

Scope of SER's Basic Services	Included	Not Included	Remarks
2.2 SCHEMATIC DESIGN PHASE			
2.2.1 a. Confirm Scope of Structural Services	✓		
b. Assist in Development of Schedule	✓		
c. Assist in Determining Channels of Communication	✓		
d. Confirm Number of Meetings and Number of Site Visits	✓		
e. Confirm Fees and Payment Schedule	✓		
f. Execute Contract	✓		
2.2.2 a. Attend Meetings	✓		As Required.
b. Establish Structural Design Criteria	✓		
c. Prepare Studies of Alternative Structural Systems	✓		Max of (2) Alternates.
d. Assist in Selection of Structural System	✓		
e. Provide Structural Criteria for Geotechnical Consultant	✓		
f. Assist in Determining Need for Special Studies	✓		
g. Consult with Public Agencies	✓		

Scope of SER's Basic Services	Included	Not Included	Remarks
2.2.3 a. Prepare Schematic Opinion of Probable Construction Costs		✓	
b. Suggest Possible Changes to Affect Savings	✓		
c. Prepare Schematic Design Documents	✓		
1. Prepare Preliminary Structural Design Calculations for Typical Elements	✓		
2. Prepare Preliminary Foundation Drawings	✓		
3. Prepare Preliminary Framing Layout Drawings	✓		
4. Prepare Typical Detail Sheet(s)	✓		
2.3 DESIGN DEVELOPMENT PHASE			
2.3.1 a. Attend Meetings	✓		As Required.
b. Prepare Design Development Documents	✓		
1. Prepare Preliminary Structural Design Calculations for Typical Elements	✓		
2. Prepare Preliminary Foundation Drawings	✓		
3. Prepare Preliminary Framing Layout Drawings	✓		
4. Prepare Typical Detail Sheet(s)	✓		
c. Prepare or Edit Outline Specifications for Structural Items	✓		
d. Identify Pre-Engineered Structural Elements	✓		
e. Review Results of Special Studies	✓		
f. Coordinate Structural Design with Special Design Criteria	✓		
g. Submit Design Development Documentation for Approval	✓		
2.3.2 a. Revise Schematic Opinion of Probable Construction Costs		✓	
2.4 CONSTRUCTION DOCUMENTS PHASE			
2.4.1 a. Prepare Structural Design of Primary Structural System	✓		
b. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineer's Design of Pre-Engineered Structural Elements	✓		
c. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	✓		
d. Attend Meetings	✓		As Required.

Scope of SER's Basic Services	Included	Not Included	Remarks
e. Assist in Coordination with Building Code Officials	✓		
f. Complete Structural Calculations	✓		
g. Complete Structural Drawings	✓		
h. Prepare or Edit Specifications for the Primary Structural System	✓		
i. Assist in Establishing Testing and Inspection Requirements	✓		
j. Perform Checking and Coordination of the Structural Documents	✓		
2.4.2 a. Revise Opinion of Probable Construction Costs		✓	
2.4.3 a. Assist in Filing Construction Documents for Approval by Building Official		✓	
b. Make Revisions to Construction Documents as Required by Building Official (and/or Peer Reviewer)	✓		
2.5 BIDDING OR NEGOTIATION PHASE			
2.5.1 a. Assist in Evaluating Bidders Qualifications	✓		
b. Provide Structural Addenda and Clarifications	✓		
c. Attend Pre-Bid Conference	✓		
d. Assist in Bid Evaluation	✓		
2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT			
2.6.1 a. Attend Pre-Construction Meeting	✓		
b. Assist in Establishing Communications Procedures	✓		
c. Assist in Establishing Procedures for Testing and Inspections	✓		
d. Assist in Confirming Submittal Procedures	✓		
e. Assist in Selection of Testing and Inspection Agency	✓		
f. Advise Client and Contractor which Structural Elements Require Construction Observation by SEOR	✓		
2.6.3 a. Make Site Visits at Intervals Appropriate to the Stages of Construction	✓		A total of (8) site visits are included in our scope of services.
b. Prepare Site Visit Reports	✓		
2.6.6 Assist in Determining the Amounts Due the Contractor for the Structural Work	✓		

Scope of SER's Basic Services	Included	Not Included	Remarks
2.6.8 Provide Interpretations of Structural Construction Documents	✓		
2.6.9 Provide Recommendations Regarding claims, Disputes and Other Matters Relating to Execution or Progress of the Structural Work	✓		
2.6.10 Assist in Determining Whether Non-Conforming Structural Work Shall be Rejected	✓		
2.6.11 a. Review Specified Submittals for Pre-Engineered Structural Elements	✓		One reproducible copy of each submittal, supplied by the general contractor, will be returned from our review.
b. Review Submittals for Items Designed by SER	✓		One reproducible copy of each submittal, supplied by the general contractor, will be returned from our review.
c. Review Testing and Inspection Reports	✓		
d. Initiate Appropriate Action to Those Reports, if Required	✓		
2.6.12 Assist in Preparing Change Orders Relating to the Structural Work	✓		
2.6.13 Assist in Conducting Jobsite Observation Visits to Determine Substantial Completion of the Structural Work	✓		
3.4 OPTIONAL ADDITIONAL SERVICES			
3.4.1 Assist in Providing Analysis of Owner's Needs for This Part of the Project		✓	
3.4.2 Provide Special Studies		✓	
3.4.3 Provide Comparative Studies of Prospective Sites		✓	
3.4.4 Provide Special Surveys		✓	
3.4.5 Provide Services Relative to Future Facilities, Systems, and Equipment		✓	
3.4.6 Provide Service to Investigate Existing Conditions of Facilities, or to Make Measured Drawings Thereof		✓	
3.4.7 Provide Services to Verify Accuracy of Information Furnished by Architect		✓	
3.4.8 Provide Coordination of Construction Performed by Separate Contractors or by Owner's Forces		✓	

Scope of SER's Basic Services	Included	Not Included	Remarks
3.4.9 Provide Services Regarding Work of a Construction Manager or Separate Consultants Retained by Owner		✓	
3.4.10 Provide Detailed Estimates of Construction Cost		✓	
3.4.11 Provide Detailed Quantity Surveys or Inventories of Material and Labor		✓	
3.4.12 Provide Analysis of Owning and Operating Costs		✓	
3.4.13 Provide Services Related to Interior Design Services		✓	
3.4.14 Provide Services for Planning Tenant or Rental Spaces		✓	
3.4.15 Make Investigations or Appraisals of Existing Materials or Facilities		✓	
3.4.16 Prepare Record Drawings		✓	
3.4.17 Provide Assistance in the Utilization of Equipment of Systems		✓	
3.4.18 Provide Services after Final Certificates for Payment or More than 60 days after Date of Substantial Completion		✓	
3.4.19 Provide Services of Sub-Consultants		✓	
3.4.20 Provide Coordination of Work in Conjunction with Owner Supplied Equipment or Materials		✓	
3.4.21 Provide Services Related to Non-structural or Secondary Structural Elements and Their Attachments			
a. Exterior Cladding System		✓	
b. Interior Architectural Systems		✓	
c. Window Washing Systems and Tie Downs		✓	
d. Antenna or Flagpoles		✓	
e. Mechanical, Electrical, or Plumbing Equipment or Distribution		✓	
f. Storage Tanks or Underground Vaults		✓	
g. Mechanisms or Guide Systems for Elevators, Escalators or other Conveying Equipment		✓	
h. Stairs		✓	
i. Swimming Pools		✓	
3.4.22 Provide Services Related to Sitework Elements			
a. Retaining Walls		✓	
b. Culverts or Bridges		✓	

Scope of SER's Basic Services	Included	Not Included	Remarks
c. Landscape Furnishings		✓	
d. Flagpoles or Lighting Poles		✓	
e. Signs		✓	
f. Miscellaneous Site Structures		✓	Exterior canopies as shown in the RFP are included.
3.4.23 Provide Dynamic Seismic Analysis	✓		As required by code.
3.4.24 Provide Analysis of Floor Response to Foot-fall		✓	
3.4.25 Provide Analysis of Floor Response to Vibratory Equipment		✓	
3.4.26 Provide Services Relative to Special Wind Analysis		✓	
3.4.27 Provide Services Related to Seismic Risk Analysis		✓	
3.4.28 Prepare Demolition Documents		✓	
3.4.29 Prepare Excavation, Excavation Shoring, or Underpinning Documents		✓	
3.4.30 Provide a Feasibility Study Regarding the use of Base Isolation or Other Passive Energy Dissipation Systems		✓	
3.4.31 Provide a Complete Analysis & Design of Base Isolation or Other Passive Energy Dissipation Systems		✓	
3.4.32 Continuous job inspection or "Special Inspection" as required by Section 1701.5 of the Building Code.		✓	
3.4.33 Collaborate with Owner-Selected Peer Reviewer			
a. Attend Appropriate Number of Meetings and Participate in Telephone Conferences with Peer Reviewer		✓	
b. Review Comments Made by the Peer Reviewer and Provide Appropriate Written Responses		✓	
c. Make Revisions to Construction Documents to Incorporate Mutually Agreed Upon Design Changes. All Recommendations Pertaining to Loads and Design Criteria, and Selection of the Primary Structural Systems are Expected to be Provided Following the Completion of the Schematic Design Phase. All Recommendations Pertaining to Analytical Approaches and Modeling Assumptions are Expected to be Provided Following the Completion of the Design Development Phase.		✓	
3.4.34 Use BIM for the coordination and production of Construction Documents on this project.	✓		Refer to Attachment D for Level of Detail of BIM Model.

Attachment D

BIM (Building Information Modeling) Level of Detail

KPFF will be using the Autodesk Revit Software to develop the Structural BIM model for this project.

During the Schematic and Design Development Phase, KPFF will assist the project team in creating and finalizing a BIM Execution Plan for the project.

The Structural BIM Model will be used for the coordination and production of the construction documents on this project and will be in general conformance with the AIA E-202 Document Level of Detail (LOD) 300 for the following:

- Main structural members - beams, columns, bearing walls, floor and roof decks, etc.
- Slab and deck edges, recesses, and major openings.
- Lateral force resisting elements – shear walls, braced and moment resisting frames, etc.
- Gridlines, dimensions, foundation and floor elevations.
- Quantity, size, shape, location and orientation of main structural members will be shown with standard coarse visibility in plan-view and medium or fine visibility in elevations and details.

The Structural BIM Model will be created through the receipt of periodic architectural updates and annotated redline paper drawings. The Copy/Monitor technique of model updates will not be used. The Structural BIM Model will not include:

- Interior and exterior non-bearing walls and related bracing elements.
- Ceiling framing or bracing.
- Connections: plates, bolts, welds, stiffeners, etc.
- Reinforcement in concrete elements.
- Stairs and Elevator guide rail supports.
- Cladding or Cladding support elements.
- Secondary structural elements such as equipment and MEP distribution supports.
- Non-structural elements such as sun shades, guardrails, cornices, towers, signage, curbs, etc.

The Structural BIM Model is not intended for estimating of quantities, shop drawing production, or construction means and methods.

**High Desert “Partnership in Academic Excellence” Foundation, Inc. dba
Lewis Center for Educational Research
17500 MANA ROAD, APPLE VALLEY, CA 92307 (760) 946-5414 (760) 946-9193 FAX**

**RESOLUTION NO. 2020 – 02
2020 BOND FINANCING**

The Board of Directors (the “Board”) of The High Desert ‘Partnership in Academic Excellence’ Foundation, Incorporated, a California nonprofit public benefit corporation (the “Corporation” or “Lessee”), dba Lewis Center for Educational Research, hereby adopts the following Resolutions:

WHEREAS, the Corporation is organized for charitable purposes;

WHEREAS, the specific and primary purposes of the Corporation is to operate a public charter school;

WHEREAS, the Corporation operates two public charter schools known as The Academy of Academic Excellence (“AAE School”) and Norton Science and Language Academy (“NSLA”) (together, the “Schools”);

WHEREAS, the Corporation currently operates the AAE School on the property located at 17500 Mana Road, Apple Valley, California 92307 (the “AAE Facilities”);

WHEREAS, the California Enterprise Development Authority (the “Authority) proposes to issue its \$8,345,000 Charter School Revenue Bonds (Academy for Academic Excellence Project), Tax-Exempt Series 2019A (the “Series 2020A Bonds”) and its \$1,020,000 Charter School Revenue Bonds (Academy for Academic Excellence Project), Taxable Series 2020B (the “Series 2019B Bonds” and together with the Series 2020A Bonds, the “Series 2020 Bonds”) in a maximum aggregate amount not to exceed \$15,000,000 pursuant to an Indenture of Trust (the “Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee thereunder (the “Trustee”);

WHEREAS, the Authority proposes to make a loan (the “Loan”) of the proceeds of the Bonds to 17500 Mana Road LLC (the “Borrower”), a California limited liability company whose sole member is the Lessee, pursuant to the terms of the Indenture and a Loan Agreement (the “Loan Agreement”) by and between the Authority and the Borrower;

WHEREAS, the Borrower proposes to use the proceeds of the Loan for, among other things, (i) financing or refinancing the acquisition, renovation, improvement, furnishing, and equipping of land and charter school facilities located at 17500 Mana Road, Apple Valley, California 92307 (the “AAE Facilities”); (ii) funding a debt service reserve fund for the Series 2020 Bonds; (iii) funding capitalized interest with respect to the Series 2020 Bonds; (iv) payment of a swap termination fee and (v) paying certain expenses incurred in connection with the issuance of the Series 2020 Bonds (collectively, the “AAE Project”);

WHEREAS, in particular, the proceeds of the Series 2020 Bonds will be used to (i) refund tax-exempt bonds issued in 2012 for the benefit of the Lessee, the proceeds of which were used to refinance a commercial loan used for capital improvements to educational facilities and finance the construction and equipping of a gymnasium and other capital improvements to the AAE Facilities; (ii) payment of a swap termination fee and (iii) buy out a lease pursuant to which the Lessee leased modular classrooms, gym equipment, and parking lot pads;

WHEREAS, the Borrower proposes to lease the AAE Facilities to the Corporation for use and occupation by the AAE School pursuant to a Lease Agreement (the “Lease”);

WHEREAS, Lessee is the sole member of Borrower, which will be the (“Lessor”) under the Lease;

WHEREAS, the Corporation proposes to secure or support the obligations of the Corporation under the Lease and the obligations of the Borrower with respect to the Bonds by, among other things, (i) a pledge of the gross revenues of the AAE School and (ii) a Lease Blocked Account, by and between the Lessee and the Trustee, as custodian thereunder (the “Lease Blocked Account Agreement”);

WHEREAS, the revenues of the Lessee derived from its operation of the Norton Science and Language Academy (“NSLA”), the Goldstone Apple Valley Radio Telescope (“GAVRT”) Radio Astronomy Program, the Apple Valley Center for Innovation (“AVCI”), and the Lewis Center Foundation (the “Foundation”) will not be pledged to the repayment of the Series 2019 Bonds, and the facilities from which the Lessee operates NSLA, GAVRT, AVCI, and the Foundation are not pledged to secure the Series 2020 Bonds;

WHEREAS, RBC Capital Markets, on its own behalf and as the representative (the “Representative”) of itself and BB&T Capital Markets, a division of BB&T Securities, LLC, as the underwriters (together, the “Underwriters”) proposes to underwrite the Bonds pursuant to a bond purchase agreement (the “Bond Purchase Agreement”) by and among the Underwriters, the Authority, the Borrower, and the Lessee, and a Limited Offering Memorandum (the “Limited Offering Memorandum”), describing the Authority, the Corporation, the Borrower the AAE Project and the Bonds;

WHEREAS, the Board finds that the terms of the foregoing transactions (collectively, the “Transactions”), including the Lease, are fair and reasonable as to the Corporation, the Borrower and the AAE School under the circumstances, are in the best interests of the Corporation, the Borrower and the AAE School, and in furtherance of the charitable purposes of the Corporation;

WHEREAS, the Board desires that the Corporation and the Borrower take all actions necessary or advisable to facilitate the Transactions;

NOW, THEREFORE, BE IT RESOLVED, that, the Board approves the Transactions and authorizes the execution, delivery and performance by the Corporation and Borrower of the documents and agreements listed on Schedule 1 attached hereto (collectively, the “Primary Transaction Documents”) to which the Corporation or Borrower may be a party and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Transactions (collectively, the “Transaction Documents”);

RESOLVED FURTHER, that the Board hereby ratifies and confirms that (i) as of December 2, 2019, the persons named below had been duly selected as directors of the Corporation, held the offices of the Corporation set opposite their respective names, and had terms of office ending on the respective dates indicated, and (ii) as of the date hereof, the directors and officers of the Corporation, and the respective terms of office, continue to be as set forth below, and (iii) that the Board appoints the individuals listed below, and each of them individually (each, an “Authorized Signatory”), as authorized signatories of the Corporation for purposes of executing the Transaction Documents on behalf of the Corporation:

Name	Position	Term Ends
Kevin Porter	Chairman	2025
Sharon Page	Vice Chairman	2024
Jessica Rodriguez	Secretary	2025
David Rib	Treasurer	2024
Dr. Patricia Caldwell	Director	2024
Torii Gray	Director	2025
Jim Morris	Director	2023
Dr. Omari Onyango	Director	2024
David Rib	Director	2024
Rick Wolf	Director	N/A

RESOLVED FURTHER, that any deficiencies in any prior action, appointment, election, minutes or records of the of directors or officers of the Corporation are hereby corrected to conform to this resolution;

RESOLVED FURTHER, that the Board appoints the individual listed below (“Authorized Signatory”, with all authorized signatories referred to as “Authorized Signatories”), as authorized signatories of the Borrower for purposes of executing the Transaction Documents on behalf of Borrower:

Name	Position
Lisa Lamb	President/CEO

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation or the Borrower, as applicable, to execute, deliver, approve, and, as appropriate, declare final the Transaction Documents, in the forms that have been presented to the Board for approval or with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable, and all such other escrow agreements, leases, security agreements, account control agreements, subordination, non-disturbance and attornment agreements, tax certificates, tax and regulatory compliance agreements, disclosure agreements, assignments, indemnification agreements, guaranties, subordination agreements, letters of representation, notices, certificates, and other documents, agreements, or instruments or amendments to any of the foregoing, as an Authorized Signatory may approve as necessary or advisable to facilitate the Transactions, each with such additions, deletions or changes therein as the Authorized Signatory executing the same shall approve (the execution and delivery thereof by any such Authorized Signatory to be conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change);

RESOLVED FURTHER, that the AAE School may apply for grant funds under the Charter School Facility Grant Program to be applied to costs associated with facility rents under the Lease, if eligible to do so;

RESOLVED FURTHER, that the Corporation hereby ratifies and confirms the acts of its officers, agents or employees taken on behalf of the Corporation or Borrower in connection with the Transactions;

RESOLVED FURTHER, that by the adoption of these resolutions, the Board hereby reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions;

RESOLVED FURTHER, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict;

RESOLVED FURTHER, that these resolutions shall take effect and be in full force immediately after their adoption by the Board; and

RESOLVED FURTHER, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation or the Borrower, as applicable, to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by the agreements therein approved, and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

Certificate of Secretary

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation, and that the foregoing is a true and correct copy of Resolutions that were duly adopted on February 10, 2020, by the majority vote of the directors of the Corporation present at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation, and while a quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this ____ day of February 2020.

Jessica Rodriguez, Secretary

Lewis Center for Educational Research

BP ~~4119~~4319.11 PERSONNEL UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

Adopted: June 5, 2003

Revised: June 11, 2012, October 16, 2017
February 10, 2020

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) is committed to providing a work and educational environment that is free of unlawful harassment, discrimination, and retaliation. The LCER’s policy prohibits unlawful harassment, discrimination and retaliation based upon: race; color; gender (including gender identity and expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; immigration status, or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, job applicants, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

The LCER does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractor or other person with which the school does business). Supervisors and managers are to report any complaints of unlawful harassment to the President/CEO (“CEO”) or designee.

When the LCER receives allegations of unlawful harassment, discrimination, or retaliation, the President/CEO or designee Board (or Board if a complaint is about the President/CEO), ~~or the President/CEO or designee~~ will ensure ~~conduct~~ a fair, timely and thorough investigation ~~that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected~~ in accordance with LCER Board Policy and Administrative Regulation 1312.1 Community Relations Complaints Concerning Lewis Center Personnel. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. The ~~Lewis Center~~ LCER is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment:

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment:

The LCER is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated in good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment, discrimination and retaliation training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. Such training will address all [federal and state laws on the prohibition against and the prevention and correction of sexual harassment and the remedies available to the victims. The training will also include legally required topics, including how to recognize harassment, how to respond appropriately, the LCER's policies and regulations regarding harassment, and](#) information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, ~~as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests.~~

Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Other staff will receive ~~sexual harassment and discrimination and harassment~~ training and/or instruction concerning [sexual harassment and discrimination](#) in the workplace as required by law, [and complaint procedures.](#) [In addition, the CEO or designee shall ensure all employees received copies of the California Department of Fair Employment and Housing publication and information sheets and ensure information is posted in prominent locations around the schools.](#)

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the CEO [or designee](#). See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." ~~See Appendix B for the general "Internal Complaint Form."~~

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
- Rape, sexual battery, molestation or attempts to commit these assaults and
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

Unwanted sexual advances, propositions or other sexual comments, such as:

- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate [Lewis Center LCER](#) policy.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the ~~School~~ Lewis Center for Educational Research ("LCER") that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the ~~School~~ LCER may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee, job applicant, volunteer or vendor of the ~~School~~ LCER, you may file this form with the President/CEO or ~~Board President~~ designee (or Board President if the complaint is against the CEO).

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

The ~~Lewis Center~~ LCER will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the ~~School~~ LCER will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the ~~School~~ LCER will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the ~~School~~ LCER to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the ~~School~~ LCER will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the ~~School~~ LCER both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the [School LCER](#) to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant _____ Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

Lewis Center for Educational Research

**AR 5145.13: STUDENTS
RESPONSE TO IMMIGRATION ENFORCEMENT**

Adopted: February 10, 2020

Revised:

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC [1232g](#), student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The President/CEO or designee shall annually notify parents/guardians that the Lewis Center for Educational Research (“LCER”) will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, LCER staff shall:

1. Notify the President/CEO or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the LCER or in cases involving investigations of child abuse, neglect, or dependency

Resources and data collected by the LCER shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination.

Responding to Requests for Access to Students or School Grounds

LCER staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law.

LCER staff shall report the presence of any immigration enforcement officers to appropriate administrators.

As early as possible, LCER staff shall notify the President/CEO or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, LCER staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the President/CEO or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the President/CEO or designee
7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, LCER staff shall inform the agent that they cannot consent to any request without first consulting with the LCER's legal counsel or other designated LCER official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, LCER staff shall promptly comply with the warrant. If feasible, LCER staff shall consult with the LCER's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
 - c. If the officer has a subpoena for production of documents or other evidence, LCER staff shall inform the LCER's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.

8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, LCER staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
 - a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
 - e. LCER staff's response to the officer's request
 - f. Any further action taken by the officer
 - g. A photo or copy of any documents presented by the officer
10. Provide a copy of these notes and associated documents collected from the officer to the LCER's legal counsel or other designated LCER official

The LCER's legal counsel or other designated official shall submit a timely report to the LCER Board regarding the officer's requests and actions and the LCER's responses.

The President/CEO or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The President/CEO or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The President/CEO or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

The President/CEO or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists,

lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the President/CEO or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The President/CEO or designee shall only contact child protective services if LCER personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The President/CEO or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a LCER school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure.

The President/CEO or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

Lewis Center for Educational Research

**BP 5145.13: STUDENTS
RESPONSE TO IMMIGRATION ENFORCEMENT**

Adopted: February 10, 2020

Revised:

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

LCER staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at LCER schools, except as may be required by state and federal law.

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the LCER's programs and activities on the basis of his/her immigration status.

The President/CEO or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement.

Consistent with requirements of the California Office of the Attorney General, the President/CEO or designee shall develop procedures for addressing any requests by a law enforcement officer for access to LCER records, school sites, or students for the purpose of immigration enforcement.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The President/CEO or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information.

Lewis Center for Educational Research

**BP 5131.2: STUDENTS
BULLYING**

Adopted: Proposed February 10, 2020

Revised:

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) recognizes the harmful effects of bullying on student learning and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. LCER employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute harassment, sexual harassment, hate violence, or creates an intimidating, threatening and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student or students in fear of harm to that student’s or those students’ person or property
- Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health
- Causing a reasonable student to experience a substantial interference with his or her academic performance
- Causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by LCER

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device, as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for addressing bullying in LCER schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable LCER and school plans.

As appropriate, the President/CEO or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

Bullying Prevention:

To the extent possible, LCER schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative

school climate. Students shall be informed, through student handbooks and other appropriate means, of LCER and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, the LCER shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The President/CEO or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the LCER and its employees to prevent discrimination, harassment, intimidation, and bullying of LCER students. Such training shall be designed to provide staff with the skills to:

- Discuss the diversity of the student body and school community, including their varying immigration experiences
- Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
- Identify the signs of bullying or harassing behavior
- Take immediate corrective action when bullying is observed
- Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Based on an assessment of bullying incidents at school, the President/CEO or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention:

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the President/CEO or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so.

When appropriate based on the severity or pervasiveness of the bullying, the President/CEO or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The President/CEO or designee, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school

support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

Reporting and Filing of Complaints:

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a LCER compliance officer, whether or not the alleged victim files a complaint.

Within one business day of receiving a report of bullying, the principal shall notify the LCER compliance officer identified in AR 1312.3 - Uniform Complaint Procedures to determine the course of investigation.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the President/CEO or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a LCER compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints:

Any complaint of bullying against a student who is of a protected characteristic, actual or perceived, as defined in the LCER's Uniform Complaint Procedures specified in AR 1312.3, shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the LCER's Uniform Complaint Procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline:

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with LCER policies and regulations.

Lewis Center for Educational Research

**BP 6020: INSTRUCTION
 PARENT INVOLVEMENT**

Adopted: February 10, 2020

Revised:

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) recognizes that parents/guardians are their children’s first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The President/CEO or designee shall work with staff and parents/guardians and family members in the development of meaningful opportunities for them to be involved in LCER and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children’s education and of the opportunities available to them to do so.

The President/CEO or designee shall regularly evaluate and report to the Board on the effectiveness of the LCER’s parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members and school staff on the adequacy of involvement opportunities and barriers that may inhibit participation.

Title I Schools

The President/CEO or designee shall involve parents/guardians and family members in establishing LCER expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, develop strategies that describe how the LCER will carry out each activity listed in 20 USC [6318](#), and implement and evaluate such programs, activities, and procedures. As appropriate, the President/CEO or designee shall conduct outreach to all parents/guardians and family members.

When the LCER’s Title I, Part A allocation exceeds the amount specified in 20 USC [6318](#), the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities. The President/CEO or designee shall involve parents/guardians and family members of participating students in decisions regarding how the LCER’s Title I funds will be allotted for parent/guardian and family engagement activities and shall ensure that priority is given to schools in high poverty areas in accordance with law.

The President/CEO or designee shall ensure that each school receiving Title I funds develop a school-level parent/ guardian and family policy in accordance with 20 USC [6318](#).

1. Support for schools and nonprofit organizations in providing professional development for LCER and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members

2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration with community-based or other organizations or employers with a record of success in improving and increasing parent and family engagement
5. Any other activities and strategies that the LCER determines are appropriate and consistent with this policy

The President/CEO or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC [6318](#).

Non-Title I Schools

The President/CEO or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the LCER and schools will address the purposes and goals described in Education Code [11502](#).

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

**Minutes
December 2, 2019**

1.0 Call to Order

Chairman Duberly Beck called the meeting to order at 4:01 p.m.

2.0 Roll Call

LCER Board Members Duberly Beck, Pat Caldwell, Jim Morris (arrived at 4:25), Omari Onyango, Sharon Page, David Rib, Jessica Rodriguez, Marcia Vargas and Rick Wolf were present.

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

3.0 Public Comments: None.

4.0 Special Presentations:

.01 The following employees were recognized as Employee of the Semester: Michael Allen, Mary Dumont, Nancy Martinez, Lenny Ruesch, Joshua Ulland and Charles Whittenberg.

5.0 Consent Agenda:

- .01 Approve Minutes of November 12, 2019 Regular Meeting
- .02 Approve AAE AFJROTC Leadership Camp at Fawnskin March 23-27, 2020

On a motion by Rick Wolf, seconded by Jessica Rodriguez, vote 9-0, the LCER Board of Directors approved Consent Agenda items 5.01-5.02.

6.0 Discussion/Action Items:

- .01 Discuss Architect Plans for NSLA to include Interior and Exterior Designs – Steve Fierce reviewed the site plan of the new NSLA campus. Some of the classrooms will have roll up doors to create a common space. Rick Wolf brought up security issues. A complex perimeter fence will be planned, as well as controlled ingress, egress and a security station. Head Start will be completely separate with fencing.
- .02 Discuss NSLA Budget Projections and Priority Process – Larry Rieder discussed budget projections, including soft and hard costs, with all expenses included. Additional requirements include street paving, traffic signal, power lines moved and a 6% contingency. Potential cuts and priorities have been identified. We will be going out to bid with the full plans and see how the pricing comes in. There is a planning commission meeting January 14.
- .03 Discuss Negotiation with TETRA – John Phan discussed the TETRA lease that was for the AAE consolidation project. It was discovered there would be a large payout fee with the final payment. We were able to negotiate and reduce the fee.
- .04 Discuss Postponing Sale and Close of AAE Financing Until mid January/early February until survey/title issues are resolved – John Phan reported that the AAE bond was postponed due to the survey that showed some issues with the property line and setback. We are working with the Town of Apple Valley to remedy this issue and will be able to close in mid January/early February.
- .05 (a) Discuss AAE Charter Renewal – on a motion by Sharon Page, seconded by Jessica Rodriguez, vote 9-0, the LCER Board of Directors voted to add “Discuss AAE Charter Renewal” as agenda item 6.05 (a), and move “Discuss Debt Capacity for Norton” to agenda item 6.05 (b). Lisa Lamb reported that

we have a close working relationship with AAE's authorizer, AVUSD and have been working together on the Charter renewal draft. The draft was presented to the LCER Board in October, and revisions were reviewed in November. Additional changes have been made to lottery procedures, similar schools and a breakdown by zip code. The Charter should go before AVUSD's Board for approval in March.

- .05 (b) Discuss Debt Capacity for Norton – John Phan reviewed the numbers and reported that financing is strong and the project is affordable.
- .06 Approve Subordination Agreement (not included in packet) – This item was tabled to the next regular meeting as we are still working on the subordination management agreement.
- .07 Discuss 2018-19 Annual Audit – David Gruber reported that the audit has been completed and submitted to the underwriters. It includes new STRS and PERS requirements. The audit will be presented to the Board in February by Nigro and Nigro. They had a few recommendations for internal practices, including an asset log for items over \$5K.
- .08 Discuss Parent Student Handbook Updates – Lisa Lamb and Valli Andreasen reported that the AAE Parent Handbook is being revised in conjunction with the Charter revision, as it will be included in the appendix. The Handbook needs to be consistent with the Charter, Board policy, etc. NSLA's will be revised next.
- .09 Discuss School Safety Practices – Lisa Lamb, Valli Andreasen and Fausto Barragan are working with the Safety Task Force to update the Safety Plan, to include prevention, assessing student behavior and mental health, bullying, violent intruder training, emergency procedures, curriculum, and school climate. The plan is updated annually and reviewed by law enforcement agencies. The issues of school threats was discussed. We work with law enforcement to assess the situation and follow ALICE protocols. If students are recommended for counseling, we receive progress reports from clinicians if the student has an IEP, but there is a disconnect if the parent doesn't accept counseling through SELPA. We don't receive a report or know if they were or weren't receiving services elsewhere.
- .10 Discuss 2020 State of the County Regional Business Summit February 5, 2020 – Lisa Lamb discussed the Vision 2020 State of the County event on February 5. Board members should let her know if they are interested in attending.
- .11 Discuss Lewis Center Foundation Update – Marcia Vargas reported that the Foundation is meeting next week. The Foundation needs the commitment of a LCER Board member to join as Marcia is termed out and will no longer be on the LCER Board. Jessica Rodriguez volunteered. We also need volunteers for the Gala Committee. Jim Morris volunteered for the committee. Marcia asked all Board members commit to a give or get for a minimum of a table for \$1,250. Lisa, Duberly and Marcia all committed. The Save the Date will be emailed.
- .12 On a motion by David Rib, seconded by Omari Onyango, vote 9-0, the LCER Board of Directors approved the Nominating Committee Recommendation of Kevin Porter as a member of the LCER Board of Directors.
- .13 On a motion by Jessica Rodriguez, seconded by Marcia Vargas, vote 9-0, the LCER Board of Directors approved the Nominating Committee Recommendation of Torri Gray as a member of the LCER Board of Directors.
- .14 On a motion by Rick Wolf, seconded by Jim Morris, vote 9-0, the LCER Board of Directors approved the Nominating Committee Recommendation of Slate of LCER Board Officers for 2020:
 - i. Chairman – Kevin Porter
 - ii. Vice Chairman – Sharon Page
 - iii. Secretary – Jessica Rodriguez
 - iv. Treasurer – David Rib

7.0 Information Included in Packet:

- 01₀₄** President/CEO Report – it was noted that this update is helpful.

- 02. LCER Financial Reports
 - Checks Over \$10K
 - Budget Comparisons
- 03. Lewis Center Foundation Financial Report
 - October 2019
- 04. LCER Board Attendance Log
- 05. LCER Board Give and Get

8.0 Board/Staff Comments:

.01 Ask a question for clarification

.02 Make a brief announcement or report on his or her own activities – Lisa Lamb recognized Duberly and Marcia and thanked them for their service. Duberly stated that it has been an honor to serve on the LCER Board and is proud of our accomplishments. She thanked all the Board members. Marcia Vargas stated the same and that she has enjoyed the experience.

.03 Future agenda items

9.0 Closed Session:

The LCER Board of Directors convened into closed session at 6:45 p.m. They reconvened into open session at 7:09 p.m. Chairman Beck reported that the President/CEO Evaluation was completed and signed.

10.0 Adjournment

Chairman Duberly Beck adjourned the meeting at 7:10 p.m.

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

**Minutes
January 29, 2020**

1.0 Call to Order

Vice Chairman Sharon Page called the meeting to order at 7:31 a.m.

2.0 Roll Call

LCER Board Members Pat Caldwell (by phone), Torii Gray, Omari Onyango (by phone), Sharon Page, David Rib (by phone) and Jessica Rodriguez were present.

LCER Board Members Jim Morris, Kevin Porter and Rick Wolf were absent.

Staff members Valli Andreasen, Fausto Barragan, Ryan Dorcey, Teresa Dowd, David Gruber and Lisa Lamb were also present.

3.0 Public Comments: None.

4.0 Action Item:

.01 Approve Resolution 2020-01 to Terminate Derivative Transactions – Lisa Lamb discussed the resolution and current bond transactions with the Board. On a motion by Pat Caldwell, seconded by Jessica Rodriguez, roll call vote 6-0, the LCER Board of Directors approved Resolution 2020-01, a resolution regarding the school’s prior derivate transaction to confirm authorized representatives, who will then be able to pay off and terminate the derivative transaction as part of the current bond transaction.

5.0 Adjournment

Vice Chairman Sharon Page adjourned the meeting at 7:35 a.m.

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

Date of meeting:

Title: Kitty Hawk Air Society raise funds for World Vision

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

Background: The Kitty Hawk Air Society is a national AFJROTC academic honor society that recognizes academic and military achievement by cadets, provides additional leadership & educational opportunities, and encourages excellence. Members of KHAS, once inducted, will wear the KHAS badge on the uniform.

Fiscal Implications (if any):

Impact on Mission, Vision or Goals (if any): Cadets inducted to Kitty Hawk Air Society raise funds annually to the World Vision organization to help children, families, and their communities overcome poverty and injustice. The impact of the mission will be the lack of participation for "co-curricular activities" per year for cadets in KHAS.

Recommendation: Consent of Kitty Hawk's 30 Hour Famine fundraiser for World Vision, including overnight stay in gym.

Submitted by: MSgt Padua



LEWIS CENTER FOR EDUCATIONAL RESEARCH
Academy for Academic Excellence

FIELD TRIP REQUEST FORM

Date Submitted: 1/28/2020

<u>Office use only</u>
Date/Time submitted:
Initials:
Transportation Booked:
Initials:
Calendared:
Initials:

Requested by: MSgt PADUA
 Destination: AAE GYM - 30 HOUR FAMWE Phone: 951 850 4715
 Date(s) of trip: 5-8-20 Grade Level: 9-12
 School departure time: ON CAMPUS Destination arrival time: 2:30 PM
 Destination departure time: _____ School return time: _____
 Overnight/Out-of-State stay: YES ~~NO~~ Water activities involved: YES ~~NO~~
 Number of students: 40 adults: 3 Admission students: _____ adults: _____

Transportation

Bus requested? (circle one) YES ~~NO~~ Bus company name: n/a
 Number of busses requested: _____ Bus company contact name: n/a
 ***Bus Passenger information: Number of students: _____ adults: _____

Private Vehicle Used?* YES ~~NO~~ Name of Club: KITTY HAWK AIR SOCIETY
 ASB/Club Sponsored? (paid by club) YES ~~NO~~
 Proper Insurance Coverage? YES ~~NO~~ Other Transportation: _____

*Must be on approved driver list, list names below or attach separate sheet with driver names:

_____	_____
_____	_____
_____	_____
_____	_____

Brief Description of Educational Benefit to be derived from this activity:

KH&S CADETS LEARN TEAMWORK AND THE SENSE OF ACCOMPLISHMENT BY RAISING FUNDS FOR WORLD VISION.

I have followed the checklist prior to submitting this form:

Principal Signature: Vali Anderson

[Signature]
 Teacher Signature

Funding Code: _____

Date: 1/28/20

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

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

Date of meeting:

Title:

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

Background: ASB Every 15 Minutes. Information attached.

Fiscal Implications (if any): N/A Grant sponsored and approved by State and CHP

Impact on Mission, Vision or Goals (if any): Research based program in collaboration with members of the community.

Recommendation: *Consent for ASB Every 15 Minutes*

Submitted by: BreAnna Beare

BBeare



LEWIS CENTER FOR EDUCATIONAL RESEARCH
Academy for Academic Excellence

FIELD TRIP REQUEST FORM

Date Submitted: January 15, 2020

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

Requested by: Beare/Scantlin HS ASB
 Destination: Marriott Springhill Suites, Hesperia
 Date(s) of trip: March 9, 2020
 School departure time: 4:00 p.m.
 Destination departure time: 4:00 p.m.
 Overnight/Out-of-State stay: YES NO
 Number of students: 35 adults: 3

Phone: 760-963-1872
 Grade Level: 9-12
 Destination arrival time: 4:30 p.m.
 School return time: 6:30 a.m. March 10, 2020
 Water activities involved: YES NO
 Admission students: _____ adults: _____

Transportation

Bus requested? (circle one) YES NO
 Number of busses requested: _____ Bus company name: _____
 Bus company contact name: _____
 ***Bus Passenger information: Number of students: _____ adults: _____
 Private Vehicle Used?* YES NO
 ASB/Club Sponsored? YES NO Name of Club: HS ASB
 (paid by club)
 Proper Insurance Coverage? YES NO Other Transportation: _____

*Must be on approved driver list, list names below or attach separate sheet with driver names:

<u>BreAnna Beare</u>	<u>Devon Ades</u>
<u>Melissa Brinson</u>	_____
<u>Dana Klopping</u>	_____
<u>Shawna Lorz</u>	_____

Brief Description of Educational Benefit to be derived from this activity:

Every 15 Minutes Program sponsored by CHP. Grants have been approved to cover the costs of the event, activities and hotel rooms. Students must be kept in isolation from friends and family for the event to be impactful. Educates students on the hazards of drinking and drugs and driving under the influence. CHP, AMR, Fire Department, Sunset Hills, Sheriff Department and other agencies will be involved to insure that the program is impactful.

I have followed the checklist prior to submitting this form:

B. Beare

Teacher Signature

Principal Signature: Valli Anderson

Funding Code: Grant approved by the State and CHP Date: 1/17/20

BOARD APPROVAL REQUIRED FOR OVERNIGHT/OUT-OF-STATE STAYS and WATER ACTIVITIES

A DETAILED ITINERARY MUST BE INCLUDED FOR EACH FIELD TRIP

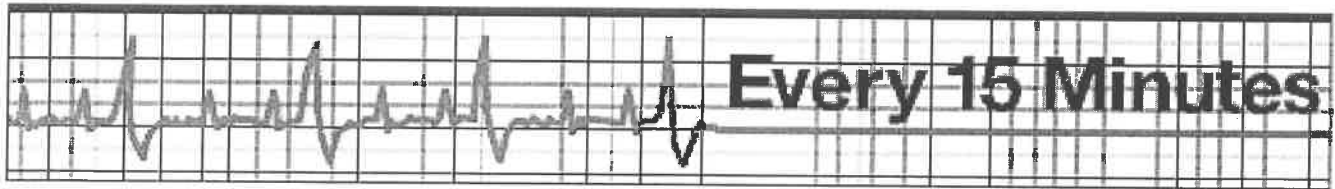
THREE MONTHS PRIOR BOARD APPROVAL FOR OUT OF THE COUNTRY TRIPS

Drivers for Every 15 Minutes

BreAnna Beare
Melissa Brinson
Dana Klopping
Shawna Lorz
Devon Ades

Chaperones for Every 15 Minutes

BreAnna Beare
Sam Scantlin
Darren Dowd



The Problem

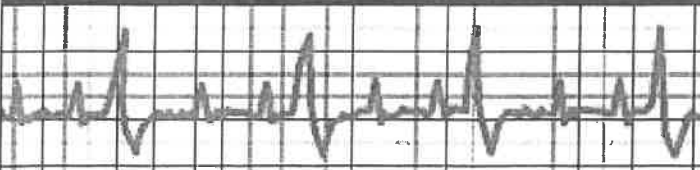
- Alcohol related traffic collisions are a major social, health, and economic problem. California reported 1,882 persons killed and 89,233 injured in alcohol-related vehicle collisions in 2009.¹ Teen drivers are responsible for a highly disproportionate number of these collisions, injuries, and deaths.
- These statistics fuel the need for proactive measures by every community.
- In order to achieve our goal of reducing the number of teens involved in fatal crashes or injured in alcohol-related incidents, each community needs to work together in well coordinated partnerships.

What Works

- According to the California Department of Education, whether a student is inclined to smoke, drink, or use drugs is largely determined by the groups or systems that influence his or her daily environment - family, school friends, and community.² It is not schools alone that will finally make a difference, but schools, families, peer groups, and the community, working in a long term partnership.
- When an organization operates its prevention activities in a vacuum, the result is duplication of effort, an inefficient use of resources, and a lack of consistent coordination.
- Our only hope of preventing alcohol and drug use and related problems among our youth is for all groups to work together in well coordinated partnerships.
- This cooperative endeavor is what is meant by a comprehensive health approach; it is a network composed of schools, agencies, and organizations that will define and implement many preventive strategies.

¹ Department of California Highway Patrol, *Annual Report of Fatal and Injury Vehicle Traffic Collisions*, 2009.

² *No Schools Alone*, 1991, California Department of Education.



Every 15 Minutes

After the collision, the drama continues for the students involved in the crash. Officers book the drunk driver into jail. After booking is completed, the drunk driver must call a parent or guardian to explain what he or she has done.

Emergency medical responders transport the critically injured patient to a local trauma center where doctors simulate attempts to save his or her life. Unable to do so, the doctor on duty has the grave task of notifying the student's parents of their child's untimely death.



Organ procurement team members discuss the option of organ donation with the parents of the deceased child. Meanwhile, the student who died on-scene is taken to the morgue, weighed and measured, and placed in a body bag until a family member can identify the body.

At the end of the day, law enforcement and chaperones take the living dead to an overnight retreat. Once the students become members of the living dead, there is no contact with family or friends. At the retreat, the students participate in team building activities and learn first-hand from people who have been involved in, or affected by, an incident involving alcohol.



The evening ends as the students write letters to their loved ones, expressing the thoughts they would convey if they had not been killed on that particular day.



Dear Mom and Dad,

Every 15 Minutes, someone is killed or seriously injured in an alcohol-related traffic incident.

Today, I died...and I never got the chance to say "good-bye."



Day Two

The living dead students return to school to attend a student body assembly. The living dead students are seated in the front of the auditorium. Members of the community who were involved in planning the event sit in a semi-circle behind the living dead.

During the assembly, everyone in the auditorium watches a video of the previous day's events. After the video, several of the living dead students read excerpts from the letters they wrote their families the night before. They share with their friends and classmates what it felt like to die without having the chance to say good-bye.



Other members from the community, like trauma doctors, law enforcement officers, and emergency responders, explain how they are personally affected on a daily basis when someone makes a poor choice involving alcohol.

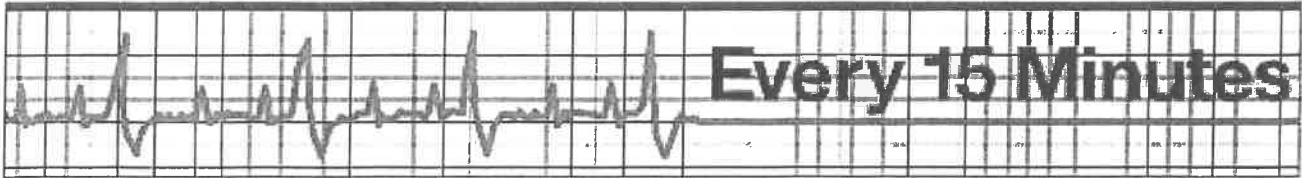
The assembly concludes with a call to action challenging everyone in the auditorium to make responsible choices when alcohol is involved. After 24 hours on an "emotional roller coaster," parents and living dead students are reunited. Parents and teens are typically overwhelmed with emotion and gain a new sense of love and commitment to one another to make the right choices.

After the assembly, everyone gathers at a reception hosted by and for the participants. The program helps the students see members of their community in a different light. They are no longer just cops, doctors, paramedics, or firefighters, but also friends, mentors, and human beings who care about the kids in their community.



The two-day *Every 15 Minutes* program is very dramatic and emotional—and purposely so. Teenagers are constantly reminded about the choices they have to make involving alcohol and how many others are affected by their decisions. They know the intellectual statistics. However, many teens share the belief it will never happen to them.

This powerful program is designed to create awareness among students they are not invincible. This program helps open emotional doors, and it addresses a problem most teens do not know exists. They experience first hand how their actions affect the lives of many other people, including family, friends, and community members.



Operational Plan

Day 1

_____ (Day) _____ (Date)

The Command Post will be in room # _____

The Crash Scene will be staged at _____

6:30 a.m. All involved law enforcement personnel are to report to their department for equipment, vehicles, and assignments.

7:00 a.m. All involved personnel will report to the Command Post, room _____ at _____ High School for their specific assignments.

All T-shirts, equipment, passes, and tags will be distributed at the Command Post.

7:30 a.m. All student participants will report to the Command Post to check in and drop off overnight bags. All personal items will be marked with a property tag with the name of student. Students will then proceed to their scheduled class.

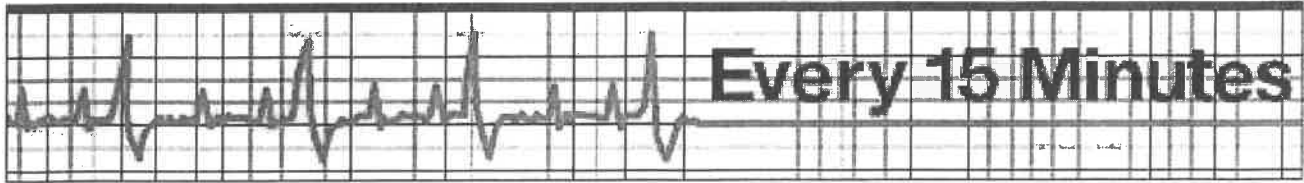
All the marked overnight bags will be placed into the _____ van for transport to _____.

7:30 a.m. Media coordinator will meet with press personnel at _____.

7:50 a.m. The Grim Reaper, with assigned officer and counselor, will begin to pull students from class. Refer to Grim Reaper schedule for exact times and names of students.

Officer _____ will read the obituary and then post it in the front of the classroom. Counselor _____ will announce the availability of counseling at the school.

School staff will walk all students back to the Command Post before returning to the next location. Grim Reaper will continue per



schedule.

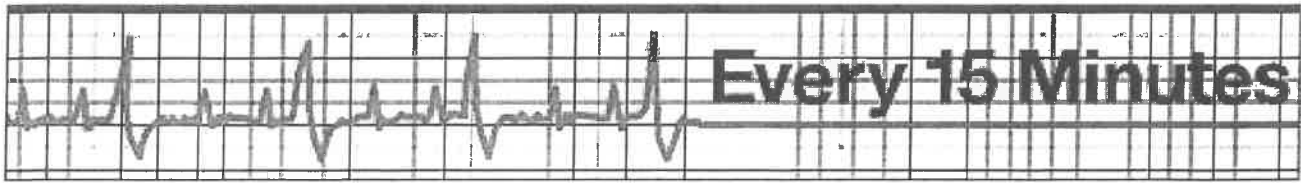
Students will be made-up as living dead and DOA tags will be completed and placed around their necks. Living dead students will be escorted to the graveyard area where they will place their headstone.

Remind them not to speak to anyone (including one another) during the course of the day while they are in public areas.

Students are also to be reminded to remain in the Command Post once they are pulled from class.

They will be escorted to and from the crash scene by the Grim Reaper.

- 7:50 a.m.** Officers assigned to death notifications will begin making notifications to the parents of the student participants. _____ will have the schedule of these notifications, times, and locations.
- 9:00 a.m.** Students participating in the crash scene will report to the makeup room for moulage.
- 10:00 a.m.** Responding emergency personnel will begin staging near the crash scene at _____.
- 10:15 a.m.** Crash scene participants will be escorted to the crash area and positioned into the crash vehicles. Crash committee members will assist with this process.
- 10:30 a.m.** A pre-planned fire drill will cue instructors to escort Juniors and Seniors to the crash area for the presentation.
- 10:35 a.m.** The Grim Reaper leads the living dead procession to the collision scene. The living dead stand together as a backdrop for the crash scene while the Grim Reaper slowly wanders, circling the scene.
- 10:40 a.m.** 9-1-1 dispatch call will be played over the PA system initiating response by emergency personnel.
- 10:42 a.m.** Law enforcement and emergency personnel respond Code 3.
- 10:44 a.m.** Emergency personnel handle and investigate the crash scene and triage victims.

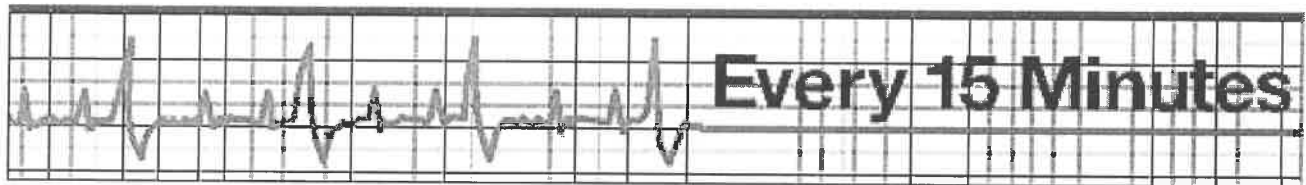


- 10:45 a.m.** Law enforcement contacts DUI driver and escorts him/her away from the scene. The DUI driver waits in the back seat of the officer's vehicle.
- 10:50 a.m.** Helicopter arrives, circles, and lands.
- 10:55 a.m.** Three victims are pulled from _____. One student sustains minor injuries and the other is listed as critical. A third student is pronounced dead at the scene. Coroner advised to respond to scene.
- 11:10 a.m.** Helicopter transports critical victim to _____.
Ambulance transports one victim to _____.
- 11:10 a.m.** Officer _____ contacts parents of critical victim by phone and advises them to respond to hospital.
- 11:14 a.m.** Law enforcement officer escorts DUI driver back to center stage and conducts DUI investigation. DUI driver fails FSTs and is placed under arrest.
- 11:20 a.m.** Helicopter arrives at _____ hospital. E.R. staff attempt to resuscitate victim. Victim is pronounced brain dead.
- 11:25 a.m.** Coroner arrives at crash scene and conducts investigation.
- 11:35 a.m.** Coroner loads victims into van and transports them to the morgue for tour.
- 11:35 a.m.** All remaining emergency personnel depart crash scene.
- 11:37 a.m.** Principal reads obituary of deceased crash victim. Principal reminds students of availability of counseling services and advises students to return to class.
- 11:40 a.m.** All students return to classes. Grim Reaper escorts living dead students back to Command Post.
- 11:40 a.m.** Hospital staff and counselor contact parents and give death notification. Organ procurement team responds and discusses options with parents.
- 11:40 a.m.** Ambulance arrives at _____ Hospital Emergency Room. Victim is treated and released.



- Both parents are given a hospital tour and transported back to their home/work.
- 11:45 a.m.** Lunch brought to high school for student participants/volunteers. All participating personnel are invited back to the Command Post for lunch. This is a great opportunity for students and professionals to interact.
- 12:00 p.m.** Lunch is served.
- 12:50 p.m.** Grim Reaper continues to pull one student from class every 15 minutes.
- 2:10 p.m.** Last student pulled from class.
- 2:20 p.m.** All chaperones report to the Command Post.
- 2:30 p.m.** Bus arrives at the high school. *Every 15 Minutes* banner is put on the bus.
- 2:50 p.m.** Grim Reaper escorts living dead to the bus. **Make sure all students are present.**
- 3:30 p.m.** Arrival at the retreat. Students check in, chaperones are assigned. Chaperones and students are advised of the rules.
- 4:00 p.m.** Introduction. Explain purpose of retreat and rules of respect.
- 4:10 p.m.** Team building activity time. Have both indoor/outdoor group activities planned. First "trust game" is played.
- 5:00 p.m.** Food personnel begin dinner preparation.
- 5:30 p.m.** Dinner is served.
- 6:00 p.m.** Guest speaker
- 7:15 p.m.** Break
- 7:30 p.m.** Guest speaker
- 8:45 p.m.** Candle passing, letter writing, and pledge wall*

* See Section VI for examples of team building games, trust activities, and pledge wall.



11:00 p.m. Lights out

Day 2

(Day) (Date)

6:00 a.m. Chaperones up!! Breakfast crew begins food preparation.

6:30 a.m. Students up!!

7:00 a.m. Breakfast is served.

8:30 a.m. Personal items are collected for return to _____
High School. Marked bags will be placed into the transport van.
Upon return to school, bags will be secured in the Command Post.

9:00 a.m. Students load the bus for transport to _____
High School. Retreat staff does final check on rooms.

9:15 a.m. Bus departs.

9:35 a.m. Bus arrives at _____ High School and students are
escorted to the Command Post.

10:00 a.m. Guests gather in gym to prepare for the assembly.
Juniors and Seniors are released for the assembly.

10:30 a.m. Living dead students carry or follow casket into the assembly.
Students/guests are seated and lights are dimmed.

10:35 a.m. Assembly begins.

12:00 p.m. Assembly ends. Students are released back to class/lunch.
Reception lunch and debriefing for participants, volunteers, and
parents.

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

Date of meeting:

Title: *HOSA State Leadership Conference.*

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

Background: *Last year was the first year AAE Host attended the State Leadership Conference, we had students recognized for their volunteer hours and students participated in workshops and leadership activities.*

Fiscal Implications (if any): *None. Host has raised money through fundraisers and sponsors.*

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

Host meets LCER's mission of "ensuring student success in a global society" as well as meeting the value of "leadership" through the opportunities offered at SLC.

Recommendation:

Approve

Submitted by:





LEWIS CENTER FOR EDUCATIONAL RESEARCH
Academy for Academic Excellence

FIELD TRIP REQUEST FORM

Date Submitted: 1/13/2020

RECEIVED

Office Use only JAN 13 2020

Date/Time submitted:

Initials BY: [Signature]

Transportation Booked:

Initials:

Calendared:

Initials:

Requested by: Heather O'Briel

Destination: Long Beach Conventions Center

Date(s) of trip: 4-2-20 to 4-5-20

School departure time: 5:00 am

Destination departure time: 12:00 PM

Overnight/Out-of-State stay: YES NO

Number of students: 20 adults: 3

Phone: 760-963-9541

Grade Level: 9-12

Destination arrival time: 7am

School return time: 12:00 am

Water activities involved: YES NO

Admission students: 105 adults: 105

some students may stay the night if they placed in competition to go to ILC

Transportation

Bus requested? (circle one) YES NO

Bus company name:

Number of busses requested:

Bus company contact name:

***Bus Passenger information: Number of students: adults:

Private Vehicle Used?* YES NO

ASB/Club Sponsored? (paid by club) YES NO

Name of Club: HOSA

Proper Insurance Coverage? YES NO

Other Transportation:

*Must be on approved driver list, list names below or attach separate sheet with driver names:

will provide list once it is finalized prior to field trip

Brief Description of Educational Benefit to be derived from this activity: student will be competing against other students across the state in medical and leadership skills. Students will be attending workshops on leadership skills and will bring back information to share with chapter.

I have followed the checklist prior to submitting this form:

[Signature] Teacher Signature

Principal Signature: [Signature]

Funding Code: 2225-HOSA

Date: 01-14-2020

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



State Leadership Conference

April 2-5, 2020

Long Beach Convention Center

The highlight of every year for California HOSA members is the State Leadership Conference.

The California HOSA: Future Health Professionals (Cal-HOSA) State Officers along with the Board of Directors and the California Department of Education invite you to attend the 2020 Cal-HOSA State Leadership Conference (SLC) in Long Beach, April 2-5, 2020. This conference will bring together 4,500 future health professionals, grades 7-14, from across California to experience HOSA at its absolute best.

Throughout the conference, attendees will have the opportunity to meet many fellow Cal-HOSA members who share dreams of changing the world by becoming a health professional. Stand proudly and cheer for your chapter, represent your school's hard work at the state meetings, experience educational workshops, and for many attendees, showcase talents in the Cal-HOSA Competitive Events Program. Get ready, prepare well, do your best, and take away an experience of a lifetime.

The State Leadership Conference includes:

- Exciting general sessions
- Educational and social learning activities
- Leadership activities
- Competitive Events program
- The annual business meeting of the student organization for the student membership
- Workshops presented by healthcare professionals about current health care issues
- An opportunity to network with other students from across California

The State Leadership Conference Registration and Hotels Costs:

- Registration - \$105 per attendee
- Hotel - \$189/per night for single through quad (taxes not included)

Details for HOSA State leadership Conference April 2-5, 2020

4/2/20- Meet at School at 4:30. Leave school by 5 am. Approved parent volunteer drivers and Mrs. Myers and Mrs. O'Bier will drive students to conference at Long Beach Convention center.

4/2/20- Conference registration at 8 am. Events throughout day (see draft agenda). Hotel check in (Hotel Current 5325 E Coast Highway, Long Beach). Students will be 4 to a room. Chaparones (D. Myers, H. O'Bier) will have their own room they will share.

4/3/20- See draft agenda of daily activities. Stay overnight.

4/4/20- See draft of daily activities. After closing ceremonies, approved parent volunteers will transport students back to campus for parent pick up.

4/5/20- If student are eligible for ILC (place in top 5), Mrs. O'Bier will attend mandatory meeting at 8:30 am at Long Beach Convention center. No students.

Site Legend: **HRLB** – HRLB Long Beach

LBCC – LBCC

Wednesday April 1, 2020

4:00 pm	Board of Directors' Meeting	Shoreline – HRLB
5:00 pm	CE Lieutenants' Meeting	Seaside 5 – LBCC

Thursday April 2, 2020

8:00 am	REGISTRATION OPENS - <u>Advisors Only</u> State Officer Orientation	Lobby - LBCC Seaside 2 – LBCC
9:00 am	Courtesy Corps Orientation (Names starting A-F) Workshops (12 TBD)	Room 104 – LBCC Rooms TBD – LBCC & HRLB
10:30 am	Courtesy Corps Orientation (Names starting G-R) Scholarship Interviews - By Appointment Only State Officer Interviews – By Appointment Only Workshops (12 TBD)	Room 104 – LBCC Seaside 7 – LBCC Seaside 2 – LBCC Rooms TBD – LBCC & HRLB
10:30 am	REGISTRATION CLOSES	Lobby – LBCC
11:00 am	Mandatory Advisors' Meeting	Grand Ballroom – LBCC
12:00 pm	Courtesy Corps Orientation (Names starting S-Z)	Room 104 – LBCC
12:30 pm	Event Manager/Section Leaders' Orientation Event Manager/Section Leaders' Training (Immediately following) New Advisors' Orientation Workshops (11 TBD)	Room 204 – LBCC Room 204 – LBCC Seaview A – HRLB Rooms TBD – LBCC
1:30 pm	Recognition Events – Judges Orientation	Seaside 7 – LBCC
2:00 pm	Biomedical Debate Orientation CERT Orientation CPR/First Aid Orientation Community Awareness Orientation Creative Problem Solving Orientation EMT Orientation Forensic Science Orientation Health Career Photo Orientation Health Education Orientation Health Professions Orientation	Room 102B – LBCC Room 202B – LBCC Grand Ballroom – LBCC Room 102C – LBCC Room 103A/B – LBCC Room 203A – LBCC Room 101A – LBCC Room 201A – LBCC Room 102A – LBCC Seaside Ballroom – LBCC
	Includes - <i>Biomedical Laboratory Science; Clinical Nursing; Dental Science; Medical Assisting; Nursing Assisting; Pharmacy Science; Sports Medicine</i>	
	Healthy Lifestyles Orientation	Room 201B – LBCC
	HOSA Bowl Orientation	Room 101B – LBCC

	Job Seeking / Interviewing** Orient & Application	Room 203B – LBCC
	Medical Reserve Corps Partnership Orientation	Room 202A – LBCC
	Prepared Speech/ Speaking** Orientation	Room 204 – LBCC
	PSA Orientation	Room 104 – LBCC
	Public Health Orientation	Room 202C – LBCC
	Research Persuasive Speaking Orientation	Room 203C – LBCC
2:30 pm	Recognition Event	Seaside 7 – LBCC
3:00 pm	Health Career Photo Judge Round 1 Orientation	Room 201A – LBCC
	Public Health Judge Round 1 Orientation	Room 202C – LBCC
3:30 pm	Health Career Photo, Round 1	Room 201A – LBCC
	Public Health Judge Round 1	Room 202C – LBCC
4:00 pm	State Officer Candidate Meet and Greet	Grand Ballroom – LBCC
5:30 pm	Parade of Chapter Presidents Practice	Hall C – LBCC
7:00 pm	Opening General Session	Hall C – LBCC
11:00 am	Curfew - All students quiet and in their own room.	

** Must be classified under the provision of *The Individuals with Disabilities Education Act Amendments of 1997 Public Law 105-17*.

Friday April 3, 2020

7:00 am	Chapter Presidents' Breakfast	Seaview – HRLB
	Creative Problem Solving Judge Orientation	Beacon A – HRLB
	Creative Problem Solving Prep	Regency A – HRLB
	Health Education Judge Orientation	Harbor A – HRLB
	Healthy Lifestyles Judge Orientation	Room 102C – LBCC
	Medical Innovations Orientation and Set-up	Regency D-F – LBCC
	Public Service Announcement Judge Orientation	Room 101A – LBCC
8:00 am	Creative Problem Solving Event	Regency B-C & Beacon A-B – HRLB
	Extemporaneous Health Poster Orientation/Event	Grand Ballroom – LBCC
	Forensic Science Event	Seaside Ballroom – S 1 -2 – LBCC
	Health Career Display Orientation & Set-up	Hall B – LBCC
	Health Career Photo Judge Orientation Round 2	Room 201A – LBCC
	Health Education Event	Harbor A-C; Pacific – HRLB
	Healthy Lifestyles Event	Rooms 102B-C; 103A-B – LBCC
	HOSA Store (Open until 5:00 pm)	Room 103C – LBCC
	Job Seeking Skills Judge Orientation	Room 202B – LBCC
	Medical Innovations Judge Orientation	Regency D-F – HRLB
	Public Service Announcement (PSA) Event Rd 1	Room 101A – 102A – LBCC

8:30 am	Extemporaneous Writing Orientation/Event Health Career Display Judge Orientation Health Career Photo Rd 2 Job Seeking Skills/Interviewing Event Medical Innovations Judging Six Workshops – See Workshop Guide	Room 201B – LBCC Hall B – LBCC Room 201A – LBCC Room 202B - 203C – LBCC Regency D – F -- HRLB Multiple Rooms – LBCC & HRLB
9:00 am	College and Careers Fair	Room 104 – LBCC
9:30 am	Medical Innovations Display Medical Innovations Judge Orientation Rd 2 Health Career Display Event Rd 1 – Judges only	Regency D – E – HRLB Regency F - HRLB Hall B – LBCC
10:00 am	Health Career Photo Display Seven Workshops – See Workshop Guide	Room 201A – LBCC Multiple Rooms – LBCC & HRLB
10:30 am	Medical Innovations Round 2	Regency D – F -- HRLB
11:00 am	Extemporaneous Writing Judge Orientation Health Career Display Showcase	Room 201B – LBCC Hall B – LBCC
11:30 am	Bio Med Debate Judge Orientation HOSA Bowl Judge Orientation PSA Round 2 Judge Orientation Research Persuasive Writing and Speaking Judge Orientation Eight Workshops – See Workshop Guide	Harbor A – HRLB Room 103B – LBCC Room 101 A – LBCC Regency A – HRLB Multiple Rooms – LBCC & HRLB
12:00 pm	Community Awareness Judge Orientation Exploring Medical Innovations Orientation and Setup Extemporaneous Health Poster Judge Orientation Extemporaneous Writing Judging Health Career Display Judge Orientation Prepared Speech Judge Orientation	Seaside Ballroom A – LBCC Beacon A -- HRLB Grand Ballroom – LBCC Room 201B – LBCC Hall B – LBCC Room 203A – LBCC
12:30 pm	Bio Medical Debate Event Exploring Medical Innovations Judge Orientation HOSA Bowl Event PSA Round 2 Event Research Persuasive Writing and Speaking	Harbor and Pacific – HRLB Beacon A -- HRLB Room 103A & 103B – LBCC Room 101A – 102A – LBCC Regency A - E – LBCC
1:00 pm	Community Awareness Event Extemporaneous Health Poster Judging Health Career Display Round 2 Prepared Speech Event	Seaside Ballroom - 2 – LBCC Grand Ballroom – LBCC Hall B – LBCC Rooms 202B – 203C – LBCC
1:30 pm	Seven Workshops – See Workshop Guide Exploring Medical Innovations Presentations	Multiple Rooms – LBCC & HRLB Beacon A – HRLB
3:30 pm	Extemporaneous Health Poster Showcase Recognition Events; Healthy Lifestyle; and PSA	Grand Ballroom – LBCC Hall B – LBCC

5:30 pm	Recognition Awards Ceremony (Mandatory Attendance)	Hall C – LBCC
8:30 pm	Student Social – Talent/No Talent Event	Hall C – LBCC
11:30 pm	Student Curfew	All students quiet and in their own room.

Saturday April 4, 2020

7:00 am	CERT Judge Orientation CPR/FA Judge Orientation EMT Judge Orientation Sports Medicine Judge Orientation	Room 202A – LBCC Room 101A – LBCC Room 103A – LBCC Seaside B – LBCC
7:30 am	Dental Science Judge Orientation Medical Reserve Corps Partnership Judge Orientation Off-Site Competitions Bus leave (Judges/Event Staff) Public Health Judge Orientation	Shoreline B – HRLB Room 204 – LBCC Bus Pick-up Area – Outside of LBCC Room 203A – LBCC
8:30 am	First Off-Site Bus leaves for Biomedical Laboratory Science; <i>Biomedical Laboratory Science; Clinical Nursing; Medical Assisting; Nursing Assistant; Pharmacy Science</i> Dental Science Event Camp HOSA CERT Event CPR/First Aid Event EMT Event HOSA Store (Open until 4:00 pm) Medical Reserve Corps Partnership Event Public Health Round 2 Event Sports Medicine Event	Bus Pick-up Area – Outside of LBCC Shoreline A & B – HRLB Room 104C – LBCC Room 201A – 202B – LBCC Room 101A – 102C – LBCC Rooms 103A/B and 104A/B – LBCC Room 103C – LBCC Room 204 – LBCC Room 203A-C – LBCC Seaside Ball room; S1 – S2 – LBCC
9:00 am	Three Workshops - <i>See Workshop Guide</i>	Multiple Rooms – LBCC & HRLB
10:30 am	Three Workshops - <i>See Workshop Guide</i>	Multiple Rooms – LBCC & HRLB
12:00 pm	Three Workshops - <i>See Workshop Guide</i>	Multiple Rooms – LBCC & HRLB
12:30 pm	Medical Spelling Judge Orientation	Room 204 – LBCC
1:00 pm	Medical Spelling Event	Room 204 – LBCC
1:30 pm	Eight Workshops - <i>See Workshop Guide</i>	Multiple Rooms – LBCC & HRLB
2:00 pm	Business Session - Delegates	Grand Ballroom – LBCC
3:00 pm	Five Workshops - <i>See Workshop Guide</i>	Multiple Rooms – LBCC & HRLB
3:30 pm	HOSA, Inc. Meeting Mandatory attendance for <u>one advisor</u> from each chapter!	Regency A – C – HRLB
7:00 pm	Grand Awards Ceremony (Mandatory Attendance)	Hall C – LBCC

11:00 pm **Student Curfew**

All students quiet and in their own room.

Sunday April 5, 2020

8:30 am International Leadership Conference Meeting Hall C – LBCC
 Advisors ONLY – NO Students allowed
 (Mandatory Attendance for Top 5 Finalists)

7:30 am Meeting with incoming State Officer Hall C – LBCC
 All new State Officers and their individual advisor(s)

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

Date of meeting: February 10, 2020

Title: NSLA 7th Grade Ocean Institute Dana Point Field Trip Approval

Presentation: _____ Consent: x Action: ___ Discussion: __ Information: _____

Background:

7th grade curriculum consists of marine wildlife. The ocean Institute offers a plethora of ocean science and maritime history for students. We will conduct hands on experiments and ride a boat to see marine wildlife.

Fiscal Implications (if any):

7th grade will raise money by asking for student donations and reaching out to PTO for sponsorship.

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

This opportunity will allow students to utilize their knowledge of science and allow continuous learning of marine life.

Recommendation:

It is recommended that the Lewis Center Board of Directors approve this item.

Submitted by: Elvira Regalado, Administrative Assistant



**LEWIS CENTER FOR EDUCATIONAL RESEARCH
Norton Science & Language Academy**

FIELD TRIP REQUEST FORM

<u>Office use only</u>
Date/Time submitted: _____
Initials: _____
Transportation Booked: _____
Initials: _____
Calendared: _____
Initials: _____

Date Submitted: 1/14

Requested by: Charles Martin
 Destination: Ocean Institute DanaPoint CA Phone: (949) 496-2274
 Date(s) of trip: April 20th - 21st Grade Level: 7th
 School departure time: 11:00 a.m. Destination arrival time: 12:30 p.m.
 Destination departure time: 9:15 a.m. School return time: 11:00 a.m (Approx)
 Overnight/Out-of-State stay: YES NO Overnight Water activities involved: YES NO Technically, there is a boat ride.
 Number of students: 45 adults: 6 Admission students: 45 adults: 6

Transportation

Bus requested? ^(circle one) YES NO Bus company name: _____
 Number of busses requested: 1 Bus company contact name: _____
 ***Bus Passenger information: Number of students: 45 adults: 6

Private Vehicle Used?* YES NO
 ASB/Club Sponsored? YES NO Name of Club: _____
 (paid by club)
 * Proper Insurance Coverage? YES NO Other Transportation: _____

*Must be on approved driver list, list names below or attach separate sheet with driver names:

_____	_____
_____	_____
_____	_____
_____	_____

Brief Description of Educational Benefit to be derived from this activity:

The Ocean Institute offers a plethora of Ocean science and maritime history for students. we will conduct hands on experiments and ride a boat to see marine wildlife.

I have followed the checklist prior to submitting this form: Chauhan

Principal Signature: _____ Teacher Signature _____

Funding Code: Grade level funds Date: 1/14/2020

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

Subject: RE: Norton Science and Language Academy (Ocean Institute)
Date: Monday, January 13, 2020 at 1:49:57 PM Pacific Standard Time
From: Robin Bundy
To: Charles Martin
Attachments: image006.png, image007.png, image008.png, image009.png, image010.png, image011.png

Hi Charles,

Here's a rough breakdown of your schedule.

Schedule:

Day 1

- 3:30pm-4:00pm: Welcome and Orientation
- 4:00pm--6:30pm: Rotations
- **6:30pm-7:30pm: Dinner**
- 7:30pm-9:00pm: Rotations
- 9:00pm-10:00pm: Bedtime prep
- 10:00pm: Lights out!

Day 2

- 6:00am: Wake up!
- 6:00am-6:30am: Get ready & pack up
- **6:30am-6:55am: Breakfast**
- 7:00am-9:00am: Research Vessel Cruise
- 9:15pm: Goodbyes!

Your program check-in/arrival should be 3:15pm on your first day and I would plan for your busses to be departing at 9:30am the following day. I hope this helps!

Best,

Robin Bundy
Science Coordinator
School Partnerships



24200 Dana Point Harbor Drive | Dana Point, CA 92629
(T) 949.496.2274 ext. 614
(F) 949.248.5557
www.oceaninstitute.org

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

Date of meeting: February 10, 2020

Title: NSLA 2020-2021 School Year Revised Calendar Approval

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

Background:

Due to the new campus construction and relocation, next year's 2020-2021 school calendar will be adjusted to allow site to move completely by the end of May.

Fiscal Implications (if any):

For this item there is no fiscal implications that apply.

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

The proposed calendar does have a decrease in breaks (i.e. winter, spring) and decrease in periods between student assessments.

Recommendation:

It is recommended that the Lewis Center Board of Directors approve this item.

Submitted by: Elvira Regalado, Administrative Assistant

Revised Draft Revision

NORTON SCIENCE AND LANGUAGE ACADEMY 2020-2021 SCHOOL YEAR

NSLA STUDENT CALENDAR - 180 School Days

Grades TK-5 school starts at 8:15am, Grade 6-8 School starts at 7:46






Grades 1-8 dismissal at 2:45pm (M, T, Th, F) & 1:35 (W)



* TK/Kinder dismissal every day at 1:30pm *

Grading Periods TK-8	
Aug 4-Nov 6	1st Trimester
Nov 9-Mar 5	2nd Trimester
Mar 8-Jun 3	3rd Trimester

Holidays	
Sept 7 - Labor Day	Feb 8 - Lincoln's Bday
Nov 11- Veteran's Day	Feb 15 - President's Day
Nov 23-27 Thanksgiving Break	Mar 22-Apr 2-Spring Break
Dec 21-Jan 8 - Winter Break	May 31 - Memorial Day
Jan 18- MLK Day	

Special Dates	
Kinder orientation - Aug 3	
Kinder Recognition & Awards Assemblies-June 3	
Student First Day--August 4	
Student Last Day--June 3	
8th grade promotion --June 2	

 No School	 Holiday	 Teacher In-Service, No School	 Trimester Ends	 Early Dismissal 1:35
---	---	---	--	--

 First and last days of school  Parent-Teacher conferences / dismissal at 12:30 for ALL GRADES (March 15-March 19 is grades TK-5 ONLY)

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

School Days (0)

August-20				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

School Days- 21

September-20				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

School Days- 21

October-20				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23*
26	27	28	29	30

School Days- 22

November-20				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

School Days- 15

December-20				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

School Days- 14

January-21				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

School Days- 19

February-21				
M	T	W	TH	F
1	2	3	4	5*
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

School Days- 19

March-21				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

School Days- 20

April-21				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

School Days- 20

May-21				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

School Days- 9

June-21				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
15	16	17	18	19
22	23	24	25	26
29	30			

School Days- 0

School Days

August	21
September	21
October	22
November	15
December	14
January	19
February	19
March	20
April	20
May	9
June	0
Total Days	180

Teacher Work Days

185

The school calendar is available on our website: <http://www.nsla.lewiscenter.org>

**Lewis Center for Educational Research
STAFF REPORT**

Date: February 10, 2020
 To: LCER Board of Directors
 From: Lisa Lamb
 Re: President/CEO Report

Goal 1: Build the financial capacity of the LCER, including key provisions for sustainability.	
<p>1.1 <u>Objective:</u> Each school will maintain a reserve balance of no less than 4% of the total operating budget. Reserves will be defined as unencumbered cash balance_</p>	<p>We are continuing to build our cash reserves and searching for additional funding options for both schools. Currently we are meeting the 4% cash balance at both sites and anticipate to continue to support the goal as we strive to increase our financial stability going into the issuance of new Bond Debt for both campuses.</p>
<p>1.2 <u>Objective:</u> Support oversight and accountability of funds by LCER budget managers through monthly financial reports which include budget-to -actuals.</p>	<p>On the first Wednesday of the month, the Finance Office is continuing to provide each manager with their budgets and subsequent internal departments (ie Athletics, VPA, ROTC, etc.) with an up-to-date picture of the budget.</p> <p>The Executive Team held an all day budget workshop on January 10th. Key consideration was given to the Governor’s Preliminary Budget Release, options to increase staff compensation, staffing priorities (to include new positions, stipend levels, salary schedule comparisons, internal leadership growth, ect.), instructional support, facilities needs and the use of additional funding sources.</p> <p>As the budget development process continues, the Executive Team will continue to have ongoing budget workshops monthly. The principals will facilitate ongoing family and student engagement in the budget and LCAP development through School Site Council, Principal’s Cabinets, Parent Forums, and special Town Halls. A collaborative budget workshop will be scheduled with the board in May.</p>
<p>1.3 <u>Objective:</u> Most restrictive dollars (i.e.: categorical funding, one-time monies, Special Education funding, grants, etc.) will be utilized first and according to funding</p>	<p>Administrative staff carefully monitor expenditures to ensure that categorical monies are utilized first and for the intended purposes. The beginning of each month, Finance provides all administrators their Financial Reports to support them in the further process of using their Categorical Funds effectively.</p>

<p>requirements and as approved by School Site Council.</p>	<p>Staff attended the Governor’s Budget Release on January 15th to support in the early stages of developing the Budget for the 2020-2021 Fiscal Year.</p> <p>Veronica Calderon has also been able to attend CASBO Monthly meetings and supported in the presentation of the new LCAP update meeting.</p>
<p>1.4 <u>Objective:</u> The Foundation Board will raise funds to support the needs of LCER schools and programs.</p>	<p>The Foundation Board is actively planning the 3rd Annual Lewis Center Gala which will be held on May 15th at the Orange Show Fairgrounds in San Bernardino. The theme is Back to the Future, and we have confirmed the attendance of our special guests, who will be, our founder Rick Piercy, and Congressman Jerry Lewis (ret.).</p>
<p>Goal 2: Develop and maintain facilities to meet the TK-12 needs at both campuses.</p>	
<p>2.1 <u>Objective: Complete NSLA TK-12 and Head Start campus in Winter/Spring 2021.</u></p>	<p>We are continuing to progress in a timely manner. The following are key upcoming milestones:</p> <ul style="list-style-type: none"> ● SB City Council Approval- Feb. 5th @ 5:30 pm at 555 West 6th Street ● SB City Council Second Reading- Feb. 19th ● SB County Board of Supervisors to approve final ground lease- Feb. 11th ● Groundbreaking Projected- late April/Early May ● Projected 11-month build schedule ● Adjusted 20-21 SY School Calendar to allow us a moving window between May 15- June 1, 2020
<p>2.2 <u>Objective: Create a deferred maintenance schedule to properly identify and address the needs of aging equipment, building and infrastructure.</u></p>	<p>AAE</p> <ul style="list-style-type: none"> ● AAE janitorial has transitioned back to in-house staffing ● Grass areas were fertilized for the winter ● Doors were repaired in North Elementary ● Tables and chairs were replaced in Q-104 ● Carpets were shampooed and cleaned ● Campus was pressure washed and sprayed for pests ● Painting projects were completed on the exterior of the gym and A Bldg and the front gates ● Outside lighting is being replaced with energy efficient LED bulbs ● The grading on the athletic fields has been completed. We are waiting for final permits to be issued ● Facilities is auditing all existing carpeted areas in order to establish a replacement schedule as part of the budgeting process based upon highest priority <p>Norton</p> <ul style="list-style-type: none"> ● Replaced the ADA partition stalls in boys elementary and middle school

	<ul style="list-style-type: none"> ● Repaired trip hazards around the campus ● Pressure Washed campus ● Finalized our contract with Cintas and replaced all the soap and towel dispensers to be automatic. And added a chemical cleaning station ● Continuing ball field maintenance to combat gophers ● Carpets were shampooed and cleaned ● HVAC units services over winter break ● Hired a new Facility Tech: Emmanuel Perez start date 12-9-2019 <p>LCER</p> <ul style="list-style-type: none"> ● All carpeting was replaced in M Bldg
<p>2.3 <u>Objective: Monitor technological systems to protect against external and internal security threats.</u></p>	<p>We have fully moved to the new security system at AAE. This is a significant improvement over the previous system.</p> <p>Ryan Dorcey is continuing to meet with the low voltage contractor for Norton’s build out. In addition to staying within budget, safety and security are a driving consideration during these discussions.</p>
<p>2.4: <u>Utilize the refinancing of the AAE Bonds to address capital campaign needs (i.e. Multipurpose Room, secondary science labs, additional athletic and P.E. fields, special education, parking lot rehabilitation, etc.).</u></p>	<p>The AAE bonds have received a very favorable pricing and will close on February 12th. As a result, there will be \$3.5 million new dollars in order to construct a multi-purpose room and the other projects as listed. Larry Reider, Charter School Property Solutions, will present the proposed floor plans during this meeting and development schedule. A priority will be placed on this project with the goal to complete the other projects as the funds are able to support.</p> <p>We are forming an AAE task force to guide the development of these facilities. This will provide various perspectives to ensure that the highest needs are met with these funds. TSK Architects will be guiding the task force through a development phase for the MPR in the coming months.</p>
<p>Goal 3: Strengthen the academic programs at both schools resulting in increased student mastery while preparing every student for post-secondary success in the global society.</p>	
<p>3.1 <u>Objective: Both schools will demonstrate continued increases in student mastery in the area of Mathematics as reported on the California School Dashboard.</u></p>	<ul style="list-style-type: none"> ● See attached Dashboard Reports for both schools. Both schools are continuing to show progress in mathematics as presented earlier this school year. These reports include information regarding overall academic performance, engagement, student population, climate and additional progress indicators.
<p>3.2 <u>Objective: In order to decrease referrals for counseling and behavior</u></p>	<p>AAE</p> <ul style="list-style-type: none"> ● AAE is in full implementation of the Second Step SEL curriculum in grades K-8. Lessons are presented weekly by elementary and

<p><u>incidents, both schools are implementing curricula at the elementary, middle and high school to support Social Emotional Learning (SEL). The collective outcomes of these strategies are to: enhance the ability of students to self-regulate, strengthen relationships amongst students and staff, and empower teachers to support SEL needs in the classroom.</u></p>	<p>middle school homeroom teachers. Families are involved through ParentSquare posts that share the week’s lesson topics and suggested family lesson questions.</p> <ul style="list-style-type: none"> • AAE accepted the Great Kindness Challenge the week of January 26-31 and conducted daily activities to promote a culture of kindness on campus. Activities also promoted bullying prevention. • AAE is currently running SEL groups through the SAP Program (Student Assistance Program DM SELPA). This program is designed to support students with suicidal ideations, anxiety, depression and social skills deficits. <p>NSLA</p> <ul style="list-style-type: none"> • NSLA continues to implement Sanford Harmony in some elementary classrooms. Sanford Harmony is a social emotional learning program for Pre-K-6 grade students designed to foster communication, connection, and community both in and outside the classroom, and develop boys and girls into compassionate and caring adults. • In Middle School, we have the Habitudes curriculum and we integrate Mindfulness into the beginning of each lesson. Habitudes is a curriculum that is based on building leadership skills and Mindfulness is for building resilience and Neuroplasticity for our students. The lessons are delivered once per month in each Middle School Enrichment Classroom. • Through our MOU with San Bernardino County Superintendent of Schools, NSLA has been receiving support from a licensed mental health practitioner. NSLA has increased the number of days for this clinician from two days to three full days per week based on the increased number of referrals at the end of the first trimester. <p>Both schools participated in Kindness Week to promote positive relationships among students and staff.</p>
<p><u>3.3 Objective: Both schools will develop a more robust STEAM strand that builds upon itself in grades TK-12.</u></p>	<p>On January 25th, the Lewis Center hosted NASA Deputy Director, John Guidi, who gave an Artemis Mission Talk to students from AAE, NSLA, AVUSD and VVC, as well as invited community leaders. This is the first of a newly-branded, annual four-part, NASA in Your Neighborhood Series, that NASA Space Communications and Navigation (SCaN) is sponsoring. The Lewis Center will partner with Goldstone Outreach to host NASA talks in September, January, April and July. We will include students from both schools in each of these events to include pre and post instructional activities developed by the LCER Local Outreach and GAVRT teams.</p> <p>On February 11th, the Lewis Center is honored to host NASA Deputy Associate Director of NASA SCaN, Badri Younes, who will be in California</p>

	<p>for the groundbreaking ceremony for a new 34-meter beam waveguide radio telescope, DSS-23. As part of his visit, he will come to the Lewis Center to work with Amy Ritter and her after-school program students at the Apple Valley Center for Innovation. He will be joined by other key NASA/JPL partners. Opportunities to directly interact with such distinguished guests are a rare privilege for our students.</p> <p>LCER Local Outreach Coordinator, Amy Ritter, has worked with Lead Mission Control Operator, Nancy Krueser-Jenkins, to develop an after school GAVRT program. This program will pilot new lessons that will be implemented at the Discovery Cube museums in Santa Ana and Los Angeles next school year. It will also serve as an additional STEAM offering for upper elementary and middle school students who will hopefully continue through the space science pathway.</p> <p>LCER is partnering with VVC once again as they hold their Annual STEM Lecture Series. This year’s event will be held on January 31st and the keynote speaker is Nobel Prize Laureate, Dr. Kip Thorne. Dr. Thorne is known for his tremendous contributions in gravitational physics and astrophysics. This talk is open to the public and our students and staff are encouraged to attend.</p> <p>AAE is piloting two NGSS-aligned science curricula--TWIG Science and STEMscopes-- in grades TK-5. At the end of the year, AAE will adopt one of these curricula for full implementation in the 20-21 school year for an eight year adoption cycle.</p> <p>NSLA is piloting Twig Science and Amplify Science in grades TK-5. At the end of the year, NSLA will adopt one of these curricula for full implementation in the 20-21 school year for an eight year adoption cycle.</p> <p>Results for the 2018–19 California Science Test (CAST) show that both schools outperformed other local schools. We are continuing to analyze this data with teachers to inform future decision making.</p>
<p>Goal 4: Recruit, develop and retain a highly qualified and diversified staff.</p>	
<p>4.1 <u>Objective: Evaluate ongoing and new recruitment efforts to ensure that all positions are filled with highly-qualified and diversified staff.</u></p>	<p>Intent to Return notifications have been sent out to all regular employees in an attempt to determine any vacancies; i.e. retirements, resignations, grade level changes, etc.</p> <p>HR is preparing to attend recruitment events at local universities in the Inland Empire. The first one is scheduled for Saturday, February 29.</p> <p>Positions continue to be advertised through California’s leading educational job board, Edjoin.org.</p>

	<p>Emails are sent to potential applicants through Edjoin, specifically targeting candidates for specific positions.</p> <p>HR has increased its recruitment presence on the Lewis Center and both schools websites, along with community social media outlets.</p> <p>Classified positions are being advertised in the local newspapers and online job boards.</p> <p>Job postings are sent to local universities and employment agencies (such as EDD) with hopes to recruit highly qualified and diversified candidates.</p>
<p><u>4.2 Objective: Develop a comprehensive succession plan for all key positions.</u></p>	<p>Personnel task force has been meeting regularly to develop the CEO succession plan. Their progress is presented at the monthly board meetings.</p> <p>Each Director on the Executive Team is working on departmental succession plans with the goal to build capacity internally.</p>
<p><u>4.3 Objective: Invest in professional development for classified and certificated staff and board members.</u></p>	<p>LCER, AAE and NSLA administration have continued talks with Garner Holt Education Through Imagination in order to bring their programs and professional development to our staff and students. Following the on-site PD at both schools in December, we will be sending interested staff and their students to continued professional development and field trips. We are committed to extending this partnership.</p> <p>NASA is also sponsoring two professional development opportunities for LCER teachers. The first is a 6-Degree Workshop using the Science on a Sphere at AVCI. This will be held on March 28th and NASA will provide a \$100 stipend for each participating teacher. The second is a lunar rock certification training to be held in Mission Control on April 15th. Both of these opportunities have already been filled with teachers from both schools.</p>
<p><u>4.4 Create a highly attractive environment for staff which increases and/or maintains staff retention rates LCER-wide.</u></p>	<p>The HR Department, in collaboration with the Executive Team, revamped the Employee Recognition Program. It was just nominated for the Daily Press' Best of the Desert.</p> <p>The HR Department is working with the Executive Team to review employment practices, policies, salary and benefits for staff.</p> <p>Salary comparisons are being reviewed as part of the annual budget workshops that began in January. Ideas for potential increases will be brought forward to the board as part of that process.</p>
<p>Goal 5: The Lewis Center for Educational Research will communicate and operate under a common vision,</p>	

mission, goals and objectives.	
<p>5.1 <u>Objective: The Board of Directors and Executive Team will continue to participate in annual strategic planning. Progress toward goals will be reported monthly via the CEO Board Report.</u></p>	<p>The Annual Strategic Planning Meeting was held on August 9, 2019.</p> <p>A Vision Committee was established and met to codify the drafts of the revisions from the strategic planning session. That draft was presented and ratified by the Board on September 9, 2019.</p> <p>The Executive Team met to draft the objectives and tasks to support the revised goals. These were also presented on September 9, 2019.</p> <p>The Board approved the final draft of the Strategic Plan during regular session on October 14, 2019.</p> <p>The staff report template has been updated to reflect the current goals for the 2019-2020 School Year.</p>
<p>5.2 <u>Objective: Board and Executive Team will actively communicate LCER's mission to the stakeholders and communities that we serve.</u></p>	<p>The LCER welcomes Jisela Corona as the new PR and Marketing Coordinator. Ms. Corona's first day will be February 10th and she will focus on updating our website, gala planning, and student recruitment in her first few months. She has experience in each of these areas and is eager to join the team.</p>
<p>5.3 <u>Objective: Increase communication with stakeholders regarding progress toward mission, vision, and goals.</u></p>	<p>Staff receive invitations to attend monthly board meetings with the packet that contains the staff report.</p> <p>Both schools' LCAPs reflect the Lewis Center Strategic Plan. Schoolwide systems set up for engagement around these plans include: Professional Learning Communities, Academic Leadership Teams, School Site Councils, and Parents and Pastries Open Forums. Each of these stakeholder groups meet at least monthly to discuss school-wide progress and improvement. Annual student, staff and parent surveys are also conducted to seek feedback and input.</p> <p>All Lewis Center websites and social media accounts are currently being reviewed by the LCER staff with the goal to improve the public's ability to learn more about the Lewis Center's mission, vision and goals.</p>

The High Desert Partnership in Academic Excellence Foundation, Inc.
 Check/Voucher Register - Board Report - 10K
 From 11/23/2019 Through 1/29/2020

<u>Effective D...</u>	<u>Check Nu...</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Transaction Description</u>
11/29/2019	432		386,988.31	Group: Payroll; Pay Date: 11/29/2019
12/3/2019	43674	CharterSAFE	26,010.00	Insurance premium pymt for November
12/3/2019	43678	SBCSS	75,156.30	NSAA STRS contributions for November 2019
12/3/2019		SBCSS	134,459.28	LCER/AE - STRS contributions for November
12/3/2019	43682	SBCSS	21,581.87	NSAA PERS contributions for November 2019
12/3/2019		SBCSS	57,299.92	LCER/AE - PERS contributions for November 2019
12/12/2019	43707	Calif Charter School As...	22,460.00	CCSA Membership 2020
12/13/2019	435		372,344.03	Group: Payroll; Pay Date: 12/13/2019
12/16/2019	43778	SISC	185,096.80	Health Coverage for December 2019
12/19/2019	43784	CDE	263,093.00	PO# 1819-1187-LCER RePayment of Unused Prop 39 Funds
12/19/2019	43804	Kimley-Horn & Associa...	28,113.30	For Services Rendered Through 10/31/19
12/19/2019		Kimley-Horn & Associa...	57,140.10	For Services Rendered Through September 30, 2019
12/19/2019	43826	YM & C	24,346.14	Services through 10/31/19
12/20/2019	43844	SBCSS	69,771.20	NSAA STRS contributions for December
12/20/2019		SBCSS	133,607.82	LCER/AE - STRS contributions for December
12/31/2019	437		388,469.14	Group: Payroll; Pay Date: 12/31/2019
12/31/2019	43838	SBCSS	21,635.25	NSAA PERS contributions for December
12/31/2019		SBCSS	56,408.62	LCER/AE - PERS contributions for December
1/8/2020	25593	Lewis Center for Ed Re...	328,000.00	Transfer Funds from DCB Checking to Union Checking
1/8/2020	43850	KDC Technologies	127,441.11	PO# 20-1012-it-H Access Point Cable, License, Switch
1/13/2020	43867	CharterSAFE	26,009.00	Insurance premium pymt for January 2020
1/13/2020	43909	SISC	185,104.05	Health Coverage for January 2020
1/15/2020	438		359,680.41	Group: Payroll; Pay Date: 1/15/2020
1/24/2020	43926	City of San Bernardino	32,905.59	Plan Check for NSLA Structures
1/24/2020	43927	City of San Bernardino	23,282.40	Plan Check for Civil Engineering Offsite
1/24/2020		City of San Bernardino	32,905.59	Plan Check for NSLA Structures
1/24/2020		City of San Bernardino	34,401.52	Plan Check for Onsite NSLA Engineering
1/24/2020	43929	Webstaurant Store	14,021.66	Kold Locker Outdoor Walk in Freezer for AAE Cafeteria
Report Total			3,487,732.41	

All Funds - Budget Comparison 2018/19 to 2019/20

2018-2019				
	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Revised	Actual thru January		
Revenue				
Revenue	23,394,181	13,646,606	9,747,575	41.67%
Expense				
Certificated Salaries	9,573,430	5,519,914	4,053,516	42.34%
Classified Salaries	3,162,047	1,811,142	1,350,905	42.72%
Benefits	4,694,848	2,464,687	2,230,161	47.50%
Books and Supplies	1,634,067	868,416	765,651	46.86%
Services & Other	2,335,445	1,096,981	1,238,464	53.03%
Capital Outlay	217,500	62,254	155,246	71.38%
Other Outgo	977,044	639,739	337,305	34.52%
Share of LCER	0	0	0	N/A
Total Expense	22,594,381	12,463,133	10,131,248	44.84%
Add (Subtract) to Reserves	799,800	1,183,473	(383,673)	
Total Revenue	23,394,181	13,646,606	9,747,575	58.33%
Total Expense	22,594,381	12,463,133	10,131,248	55.16%
Add (Subtract) to Reserves	799,800	1,183,473	(383,673)	

Note - Revenue Reported is % of Budgeted Revenue Earned

2019-2020				
	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Original	Actual thru January		
Revenue				
Revenue	24,219,500	14,128,042	10,091,458	41.67%
Expense				
Certificated Salaries	9,918,476	5,586,247	4,332,229	43.68%
Classified Salaries	3,463,235	1,849,472	1,613,763	46.60%
Benefits	4,860,713	2,667,444	2,193,269	45.12%
Books and Supplies	1,445,252	1,019,187	426,065	29.48%
Services & Other	2,277,763	1,064,231	1,213,532	53.28%
Capital Outlay	227,500	362,452	(134,952)	-59.32%
Other Outgo	947,000	491,021	455,979	48.15%
Share of LCER	0	0	0	N/A
Total Expense	23,139,939	13,040,054	10,099,885	43.65%
Add (Subtract) to Reserves	1,079,561	1,087,988	(8,427)	
Total Revenue	24,219,500	14,128,042	10,091,458	58.33%
Total Expense	23,139,939	13,040,054	10,099,885	56.35%
Add (Subtract) to Reserves	1,079,561	1,087,988	(8,427)	

AAE - Budget Comparison 2017/18 to 2018/19

2018-2019				
	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Revised	Actual thru January		
Revenue				
Revenue	14,150,329	10,074,765	4,075,564	28.80%
Expense				
Certificated Salaries	5,704,026	3,301,159	2,402,867	42.13%
Classified Salaries	1,151,280	661,605	489,675	42.53%
Benefits	2,493,290	1,321,607	1,171,683	46.99%
Books and Supplies	829,630	402,496	427,134	51.48%
Services & Other	1,004,066	377,652	626,414	62.39%
Capital Outlay	137,500	33,641	103,859	75.53%
Other Outgo	977,044	634,314	342,730	35.08%
Share of LCER	1,605,370	929,639	675,732	42.09%
Total Expense	13,902,206	7,662,113	6,240,094	44.89%
Add (Subtract) to Reserves	248,123	2,412,653	(2,164,530)	
Total Revenue	14,150,329	10,074,765	4,075,564	71.20%
Total Expense	13,902,206	7,662,113	6,240,094	55.11%
Add (Subtract) to Reserves	248,123	2,412,653	(2,164,530)	

Note - Revenue Reported is % of Budgeted Revenue Earned

2019-2020				
	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Original	Actual thru January		
Revenue				
Revenue	14,591,131	8,511,493	6,079,638	41.67%
Expense				
Certificated Salaries	5,916,706	3,329,843	2,586,863	43.72%
Classified Salaries	1,287,916	683,795	604,121	46.91%
Benefits	2,550,273	1,419,382	1,130,891	44.34%
Books and Supplies	752,885	535,692	217,193	28.85%
Services & Other	892,887	439,701	453,186	50.76%
Capital Outlay	177,500	73,062	104,438	58.84%
Other Outgo	947,000	489,021	457,979	48.36%
Share of LCER	1,741,438	1,042,211	699,226	40.15%
Total Expense	14,266,605	8,012,707	6,253,897	43.84%
Add (Subtract) to Reserves	324,527	498,786	(174,259)	
Total Revenue	14,591,131	8,511,493	6,079,638	58.33%
Total Expense	14,266,605	8,012,707	6,253,897	56.16%
Add (Subtract) to Reserves	324,527	498,786	(174,259)	

NSLA - Budget Comparison 2017/18 to 2018/19

2018-2019				
	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Revised	Actual thru January		
Revenue				
Revenue	9,138,352	5,330,705	3,807,647	41.67%
Expense				
Certificated Salaries	3,400,458	1,895,118	1,505,340	44.27%
Classified Salaries	875,892	464,649	411,243	46.95%
Benefits	1,497,928	724,092	773,836	51.66%
Books and Supplies	1,070,364	397,790	372,574	48.36%
Services & Other	933,201	362,158	571,043	61.19%
Capital Outlay	10,000	27,575	(17,575)	-175.75%
Other Outgo	0	0	0	N/A
Share of LCER	1,098,832	929,639	169,194	15.40%
Total Expense	8,586,675	4,801,021	3,785,655	44.09%
Add (Subtract) to Reserves	551,677	529,685	21,992	
Total Revenue	9,138,352	5,330,705	3,807,647	58.33%
Total Expense	8,586,675	4,801,021	3,785,655	55.91%
Add (Subtract) to Reserves	551,677	529,685	21,992	

Note - Revenue Reported is % of Budgeted Revenue Earned

2019-2020				
	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Original	Actual thru January		
Revenue				
Revenue	9,497,369	5,540,132	3,957,237	41.67%
Expense				
Certificated Salaries	3,516,967	1,978,487	1,538,480	43.74%
Classified Salaries	924,674	471,596	453,078	49.00%
Benefits	1,520,878	812,973	707,905	46.55%
Books and Supplies	617,939	428,579	189,360	30.64%
Services & Other	983,686	363,743	619,943	63.02%
Capital Outlay	20,000	276,818	(256,818)	-1284.09%
Other Outgo	0	2,000	(2,000)	N/A
Share of LCER	1,158,191	693,151	465,040	40.15%
Total Expense	8,742,335	5,027,347	3,714,988	42.49%
Add (Subtract) to Reserves	755,035	512,785	242,249	
Total Revenue	9,497,369	5,540,132	3,957,237	58.33%
Total Expense	8,742,335	5,027,347	3,714,988	57.51%
Add (Subtract) to Reserves	755,035	512,785	242,249	

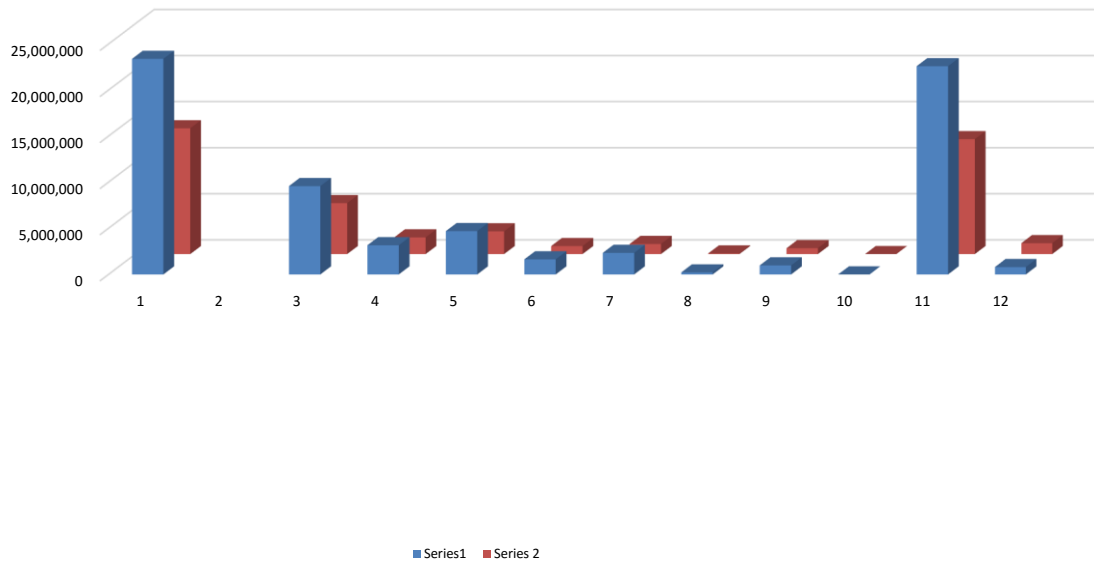
LCER - Budget Comparison 2017/18 to 2018/19

2018-2019				
	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Revised	Actual thru January		
Revenue				
Revenue	105,500	119,522	(14,022)	-13.29%
Expense				
Certificated Salaries	468,946	323,637	145,309	30.99%
Classified Salaries	1,134,875	684,888	449,987	39.65%
Benefits	703,630	418,988	284,642	40.45%
Books and Supplies	34,073	68,130	(34,057)	-99.95%
Services & Other	398,178	357,171	41,007	10.30%
Capital Outlay	70,000	1,038	68,962	98.52%
Other Outgo	0	5,425	(5,425)	N/A
Share of LCER	(2,704,202)	(1,859,277)	(844,925)	
Total Expense	105,500	0	105,500	100.00%
Add (Subtract) to Reserves	0	119,522	(119,522)	
Total Revenue	105,500	119,522	-14,022	113.29%
Total Expense	105,500	0	105,500	0.00%
Add (Subtract) to Reserves	0	119,522	-119,522	

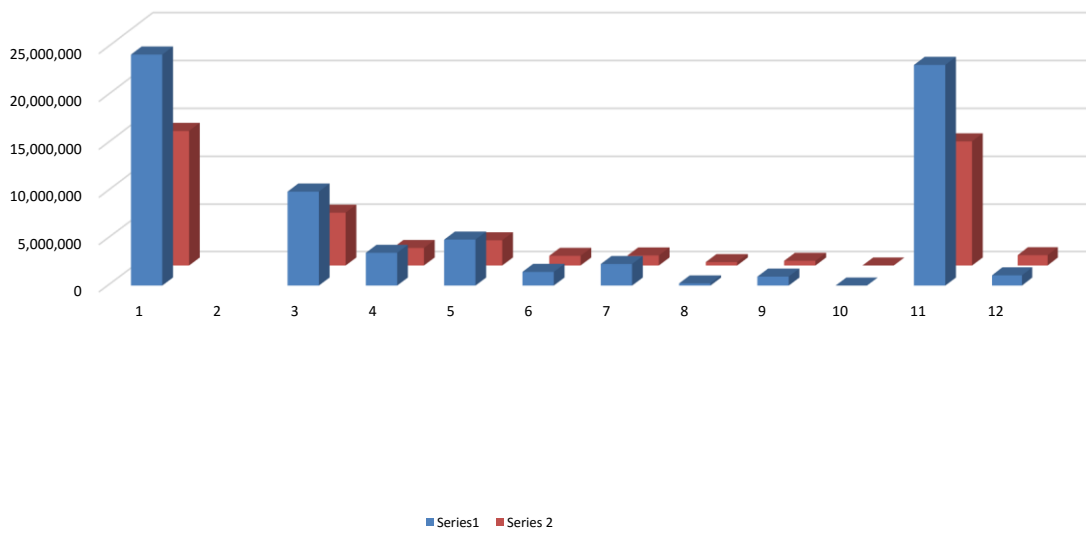
Note - Revenue Reported is % of Budgeted Revenue Earned

2019-2020				
	Current Period		Remaining Budget	Percent Remaining
	Total Budget \$ - Original	Actual thru January		
Revenue				
Revenue	131,000	127,554	3,446	2.63%
Expense				
Certificated Salaries	484,803	277,917	206,886	42.67%
Classified Salaries	1,250,645	694,081	556,564	44.50%
Benefits	789,562	435,089	354,473	44.89%
Books and Supplies	74,428	54,916	19,512	26.22%
Services & Other	401,190	260,787	140,403	35.00%
Capital Outlay	30,000	12,572	17,428	58.09%
Other Outgo	0	0	0	N/A
Share of LCER	(2,899,628)	(1,735,362)	(1,164,266)	40.15%
Total Expense	131,000	0	131,000	100.00%
Add (Subtract) to Reserves	0	127,554	(127,554)	
Total Revenue	131,000	127,554	3,446	97.37%
Total Expense	131,000	0	131,000	0.00%
Add (Subtract) to Reserves	0	127,554	-127,554	

2018-19



2019-20



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

Date of meeting: February 10, 2020

Title: 2019/2020 1st Interim Reports for AAE & NSLA

Presentation: Consent: Action: Discussion: Information:

Background:

To review and provide detailed information about the 2019/2020 Fiscal Year as of October 31, 2019. This will allow the Board of Directors the opportunity to review and interpret organizational growth in funding and how our operating costs are at the current time and anticipated throughout the 2019/2020 Fiscal Year for Academy for Academic Excellence and Norton Science and Language Academy.

Fiscal Implications (if any):

N/A

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

Recommendation:

Submitted by: David, Director of Finance, Finance

Charter School Attendance CHARTER NAME: Academy for Academic Excellence
#NAME?

Fiscal Year 2019-20 First Interim Report
Projected ADA as of October 31, 2019

Rev. 4/26/19

#NAME?	Line	2018-19		2019-20 Adopted Budget			2019-20 First Interim			2020-21 First Interim			2021-22 First Interim		
		Actual ADA P-2	Funded ADA *	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Period	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Year
Non Classroom Funding Determination Rate*		100%													
TK/K-3:															
Regular ADA	A-1	418.82		418.82		0.00%	422.70		0.93%	421.45		-0.30%	420.99		-0.11%
Classroom-based ADA included in A-1	A-2	418.82		418.82		0.00%	422.70		0.93%	421.45		-0.30%	420.99		-0.11%
Extended Year Special Ed	A-3	-		-											
Classroom-based ADA included in A-3	A-4	-		-											
Special Ed - NPS	A-5	-		-											
Classroom-based ADA included in A-5	A-6	-		-											
Extended Year Special Ed - NPS	A-7	-		-											
Classroom-based ADA included in A-7	A-8	-		-											
ADA Totals (A-1, A3, A5, A7)	A-9	418.82	-	418.82	-	0.00%	422.70		0.93%	421.45		-0.30%	420.99		-0.11%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	418.82	418.82	418.82	418.82	0.00%	422.70	422.70	0.93%	421.45	421.45	-0.30%	420.99	420.99	-0.11%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-		-	-	
ADA for Students in Transitional Kindergarten (Lines A-1, A-3, A-5, and A-7, TK/K-3 Column, First Year ADA Only)	B-1	-		-											
Grades 4-6															
Regular ADA	A-1	338.29		338.29		0.00%	336.51		-0.53%	338.68		0.64%	338.46		-0.06%
Classroom-based ADA included in A-1	A-2	338.29		338.29		0.00%	336.51		-0.53%	338.68		0.64%	338.46		-0.06%
Extended Year Special Ed	A-3	-		-											
Classroom-based ADA included in A-3	A-4	-		-											
Special Ed - NPS	A-5	-		-											
Classroom-based ADA included in A-5	A-6	-		-											
Extended Year Special Ed - NPS	A-7	-		-											
Classroom-based ADA included in A-7	A-8	-		-											
ADA Totals (A-1, A3, A5, A7)	A-9	338.29	-	338.29	-	0.00%	336.51		-0.53%	338.68		0.64%	338.46		-0.06%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	338.29	338.29	338.29	338.29	0.00%	336.51	336.51	-0.53%	338.68	338.68	0.64%	338.46	338.46	-0.06%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-		-	-	
Grades 7-8															
Regular ADA	A-1	239.85		239.85		0.00%	239.83		-0.01%	243.69		1.61%	244.57		0.36%
Classroom-based ADA included in A-1	A-2	239.85		239.85		0.00%	239.83		-0.01%	243.69		1.61%	244.57		0.36%
Extended Year Special Ed	A-3	-		-											
Classroom-based ADA included in A-3	A-4	-		-											
Special Ed - NPS	A-5	-		-											
Classroom-based ADA included in A-5	A-6	-		-											
Extended Year Special Ed - NPS	A-7	-		-											
Classroom-based ADA included in A-7	A-8	-		-											
ADA Totals (A-1, A3, A5, A7)	A-9	239.85	-	239.85	-	0.00%	239.83		-0.01%	243.69		1.61%	244.57		0.36%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	239.85	239.85	239.85	239.85	0.00%	239.83	239.83	-0.01%	243.69	243.69	1.61%	244.57	244.57	0.36%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-		-	-	

Charter School Attendance		CHARTER NAME: Academy for Academic Excellence #NAME?													
Fiscal Year 2019-20 First Interim Report Projected ADA as of October 31, 2019															
Rev. 4/26/19															
#NAME?	Line	2018-19		2019-20 Adopted Budget			2019-20 First Interim			2020-21 First Interim			2021-22 First Interim		
		Actual ADA P-2	Funded ADA *	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Period	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Year
Grades 9-12															
	A-1	397.24		397.24		0.00%	392.29		-1.25%	407.26		3.82%	409.93		0.66%
	A-2	397.24		397.24		0.00%	392.29		-1.25%	407.26		3.82%	409.93		0.66%
	A-3	-		-											
	A-4	-		-											
	A-5	-		-											
	A-6	-		-											
	A-7	-		-											
	A-8	-		-											
	A-9	397.24	-	397.24	-	0.00%	392.29		-1.25%	407.26		3.82%	409.93		0.66%
	A-10	397.24	397.24	397.24	397.24	0.00%	392.29	392.29	-1.25%	407.26	407.26	3.82%	409.93	409.93	0.66%
	A-11	-	-	-	-		-	-		-	-		-	-	
Totals															
	A-1	1,394.20		1,394.20		0.00%	1,391.33		-0.21%	1,411.08		1.42%	1,413.95		0.20%
	A-2	1,394.20		1,394.20		0.00%	1,391.33		-0.21%	1,411.08		1.42%	1,413.95		0.20%
	A-3	-		-			-			-			-		
	A-4	-		-			-			-			-		
	A-5	-		-			-			-			-		
	A-6	-		-			-			-			-		
	A-7	-		-			-			-			-		
	A-8	-		-			-			-			-		
	A-9	1,394.20	-	1,394.20	-	0.00%	1,391.33		-0.21%	1,411.08		1.42%	1,413.95		0.20%
	A-10	1,394.20	1,394.20	1,394.20	1,394.20	0.00%	1,391.33	1,391.33	-0.21%	1,411.08	1,411.08	1.42%	1,413.95	1,413.95	0.20%
	A-11	-	-	-	-		-	-		-	-		-	-	
		-	1,394.20	-	1,394.20			1,391.33			1,411.08			1,413.95	
								1,391.33			1,411.08			1,413.95	

* For non-classroom, P-2 ADA multiplied by Funding Determination %. Use this amount in the LCFF calculator and any other ADA based revenue calculations.

CHARTER NAME: Academy for Academic Excellence
 #NAME?
 #NAME?

Fiscal Year 2019-20 First Interim Report

Rev. 4/26/19

ASSUMPTIONS:	2019-20	2020-21	Change	2021-22	Change
Local Control Funding (LCFF) - BAS/FCMAT Calculator:					
COLA (on Base)	3.26%	3.00%	-0.26%	2.80%	-0.20%
Gap Funding Rate	100.00%	100.00%	0.00%	100.00%	0.00%
LCFF before COE tfr, Choice, & Charter supp. (FCMAT Calc, Calculator tab)	\$ 12,778,735	\$ 13,366,454	4.60%	\$ 13,806,480	3.29%
LCAP: Public Hearing Date (mm/dd/yyyy) (if applicable)					
Board Approval Date (mm/dd/yyyy)					
Lottery Allocation Amount Per ADA:					
Unrestricted	\$ 151	\$ 151	\$ -	\$ 151	\$ -
Restricted	\$ 53	\$ 53	\$ -	\$ 53	\$ -
ADA/Enrollment:					
Total Non-Classroom Based (Independent Study) ADA	0.00	0.00	0.00	0.00	0.00
Total Funded Non-Classroom Based (Independent Study) ADA	0.00	0.00	0.00	0.00	0.00
Total Classroom Based ADA	1,391.33	1,411.08	19.75	1,413.95	2.87
Total Funded P-2 Attendance	1,391.33	1,411.08	19.75	1,413.95	2.87
Estimated Enrollment PY CBEDS Certified Enrollment	1,389	1,442	1,459	1,462	3.00
Enrollment Growth Over Prior Year	3.81%	1.18%		0.21%	
ADA to Enrollment Ratio 2018-19 1.003700344	96.49%	96.72%		96.71%	
Estimated Unduplicated Count PY CBEDS Certified Unduplicated Count	494	560	560	560	0.00
Unduplicated Pupil % (one year, not rolling) PY	35.56%	38.83%	38.38%	38.30%	
Certificated Salaries and Benefits:					
Number of Teachers (FTE)	68.00	68.00	0.00	68.00	0.00
Classroom Staffing Ratio - Students per FTE	21.21	21.46	0.25	21.50	0.04
Teachers Increased/(Decreased) for projected Enrollment change over PY	0.00	0.00	0.00	0.00	0.00
Average Teacher Cost (Salary and Benefits)	103020.00	106625.70	3.50%	110357.60	3.50%
Step and Column Increase (Total Annual Cost)	275000.00	275000.00	0.00%	275000.00	0.00%
Health and Welfare Cost per Employee	11671.04	12196.20	4.50%	12745.03	4.50%
Retirement Cost per Employee	12915.68	13303.15	3.00%	13702.25	3.00%
Facilities:					
Rent	0.00	0.00		0.00	
Electricity	185000.00	190000.00	2.70%	195000.00	2.63%
Heating (gas)	12000.00	12300.00	2.50%	12650.00	2.85%
Other	0.00	0.00		0.00	
Administrative Service Agreements:					
0.11% Oversight Fees to Sponsor	\$ 14,184	\$ 14,837	4.60%	\$ 15,325	3.29%
Administrative Service Contract					
Other Contracted Costs					
List Noteworthy Assumptions for other 1st Interim line items: (Books, Supplies, Services, Capital Outlay, Debt, etc.)					

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#NAME?

Fiscal Year 2019-20 First Interim Report
Unrestricted MYP

Rev. 4/26/19

DESCRIPTION		Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
REVENUES									
LCFF Sources									
LCFF	8011	9,171,021	1,676,423	9,029,189	-1.55%	9,583,792	6.14%	10,019,005	4.54%
EPA	8012	2,188,664	603,346	2,332,907	6.59%	2,366,023	1.42%	2,370,836	0.20%
State Aid - Prior Year	8019	-	-	-					
In Lieu Property Taxes	8096	1,416,639	378,115	1,416,639	0.00%	1,416,639	0.00%	1,416,639	0.00%
Federal	8100-8299	-	-	-		-		-	
State									
Lottery - Unrestricted	8560	219,884	-	219,431	-0.21%	222,546	1.42%	222,999	0.20%
Lottery - Prop 20 - Restricted	8560								
Other State Revenue	8300-8599	65,427	-	57,125	-12.69%	65,337	14.37%	65,486	0.23%
Local									
Interest	8660	-	-	-		-		-	
AB602 Local Special Education Transfer	8792								
Other Local Revenues	8600-8799	109,213	45,212	259,213	137.35%	110,000	-57.56%	110,000	0.00%
Total Revenues		\$ 13,170,848	\$ 2,703,096	\$ 13,314,504	1.09%	\$ 13,764,337	3.38%	\$ 14,204,965	3.20%
EXPENDITURES									
Certificated Salaries	1000-1999	5,283,556	1,700,396	5,283,556	0.00%	5,518,829	4.45%	5,670,597	2.75%
Classified Salaries	2000-2999	949,731	275,659	949,731	0.00%	975,849	2.75%	1,002,685	2.75%
Benefits	3000-3999	2,264,431	716,483	2,264,431	0.00%	2,332,364	3.00%	2,402,335	3.00%
Books & Supplies	4000-4999	540,781	186,850	540,781	0.00%	666,987	23.34%	690,262	3.49%
Contracts & Services	5000-5999	854,119	213,271	854,119	0.00%	854,637	0.06%	862,164	0.88%
Capital Outlay	6000-6599	1,124,500	327,053	1,124,500	0.00%	851,350	-24.29%	700,000	-17.78%
Other Outgo	7100-7299	1,625,322	1,625,322	1,625,322	0.00%	1,698,625	4.51%	1,753,685	3.24%
Debt Service (see Debt Form)	7400-7499	-	-	-		-		-	
Total Expenditures		\$ 12,642,440	\$ 3,419,712	\$ 12,642,440	0.00%	\$ 12,898,640	2.03%	\$ 13,081,728	1.42%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ 528,408	\$ (716,616)	\$ 672,064	27.19%	\$ 865,696	28.81%	\$ 1,123,238	29.75%
OTHER SOURCES & USES									
Other Sources/Contributions to Restricted Programs	8900	(203,881)		(203,881)		(252,968)		(305,625)	
Other Uses	7600	-		-		-		-	
Net Sources & Uses		\$ (203,881)	\$ -	\$ (203,881)		\$ (252,968)		\$ (305,625)	
NET INCREASE (DECREASE) IN FUND BALANCE		\$ 324,527	\$ (716,616)	\$ 468,183	44.27%	\$ 612,728	30.87%	\$ 817,613	33.44%

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Fiscal Year 2019-20 First Interim Report
Unrestricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	3,068,915	3,068,915					
Adjustments for Unaudited Actuals	9792		(180,548)	(180,548)				
Beg Fund Balance at Unaudited Actuals			2,888,367	2,888,367				
Adjustments for Audit	9793		366,886	366,887				
Adjustments for Restatements	9795	-	217,540	217,540				
Beginning Fund Balance as per Audit Report +/- Restatements			3,472,793	3,472,794		3,940,977	4,553,706	
Ending Balance	9790	\$ 3,393,442	\$ 2,756,177	\$ 3,940,977	16.14%	\$ 4,553,706	15.55%	\$ 5,371,318 17.95%
Components of Ending Fund Balance (Budget):								
a. Nonspendable								
Revolving Cash	9711	-	-	-	-	-	-	-
Stores	9712	-	-	-	-	-	-	-
Prepaid Expenditures	9713	-	-	-	-	-	-	-
All Others	9719	-	-	-	-	-	-	-
b. Restricted								
9740								
c. Committed								
Committed - Stabilization Arrangements	9750	-	-	-	-	-	-	-
Committed - Other	9760	-	-	-	-	-	-	-
d. Assignments								
9780								
e. Unassigned								
Reserve for Economic Uncertainties	9789	324,527		324,527	0.00%	400,390	23.38%	412,457 3.01%
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	3,068,915	2,756,177	3,616,450	17.84%	4,153,316	14.85%	4,958,861 19.40%

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Fiscal Year 2019-20 First Interim Report
Unrestricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
ASSUMPTIONS FOR UNRESTRICTED PROGRAMS:								
LIST FEDERAL UNRESTRICTED REVENUES (MOST FEDERAL PROGRAM REVENUES ARE RESTRICTED AND SHOULD BE ON RESTRICTED SHEET)								
1 Ex. Erate	-	-	-		-		-	
2	-	-	-		-		-	
3	-	-	-		-		-	
4	-	-	-		-		-	
5	-	-	-		-		-	
6	-	-	-		-		-	
7	-	-	-		-		-	
8	-	-	-		-		-	
9	-	-	-		-		-	
Total Federal Awards Budgeted:	\$ -	\$ -	\$ -		\$ -		\$ -	
Lottery Unrestricted Allocation per ADA			\$ 151.00		\$ 151.00		\$ 151.00	
Lottery Unrestricted Estimated Award			\$ 219,431		\$ 222,546	1.42%	\$ 222,999	0.20%
LIST UNRESTRICTED STATE FUNDS BUDGETED IN OTHER STATE								
1 Ex. Mandate Block Grant	-	-	-		-		-	
2 MAA	30,000		21,698	-27.67%	30,000	38.26%	30,000	0.00%
3 Mandated Block Grant	35,427		35,427	0.00%	35,337	-0.26%	35,486	0.42%
4	-	-	-		-		-	
5	-	-	-		-		-	
6	-	-	-		-		-	
7	-	-	-		-		-	
8	-	-	-		-		-	
9	-	-	-		-		-	
10	-	-	-		-		-	
11	-	-	-		-		-	
12	-	-	-		-		-	
13	-	-	-		-		-	
14	-	-	-		-		-	
15	-	-	-		-		-	
16	-	-	-		-		-	
17	-	-	-		-		-	
18	-	-	-		-		-	
Total Other State Revenue Funds Budgeted:	\$ 65,427	\$ -	\$ 57,125	-12.69%	\$ 65,337	14.37%	\$ 65,486	0.23%
LIST OTHER UNRESTRICTED LOCAL REVENUES BUDGETED IN "Other Local Revenues"								
1 Ex. Services Reimbursed by District	-	-	-		-		-	
2 ROTC	79,213	21,261	79,213	0.00%	80,000	0.99%	80,000	0.00%
3 Athletics	30,000	-	30,000	0.00%	30,000	0.00%	30,000	0.00%
4 Local Donations/Grade Level	-	23,951	150,000		-		-	
5	-	-	-		-		-	

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Fiscal Year 2019-20 First Interim Report
Unrestricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
6	-		-		-		-	
Total Other Local Revenue Funds Budgeted:	\$ 109,213	\$ 45,212	\$ 259,213	137.35%	\$ 110,000	-57.56%	\$ 110,000	0.00%

Fiscal Year 2019-20 First Interim Report
Restricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change	
REVENUES									
LCFF Sources									
LCFF	8011								
EPA	8012								
State Aid - Prior Year	8019								
In Lieu Property Taxes	8096								
Federal	8100-8299	549,837	-		549,837	0.00%	549,837	0.00%	
State									
Lottery - Unrestricted	8560								
Lottery - Prop 20 - Restricted	8560	77,178	5,471	(0)	78,112	1.42%	78,271	0.20%	
Other State Revenue	8300-8599	14,050	2,529		14,050	0.00%	14,050	0.00%	
Local									
Interest	8660	-	-		-		-		
AB602 Local Special Education Transfer	8792	706,868	82,096	0.00%	706,868	0.00%	706,868	0.00%	
Other Local Revenues	8600-8799	72,350	22,092	0.00%	72,350	0.00%	72,350	0.00%	
Total Revenues		\$ 1,420,283	\$ 112,188	\$ 1,420,124	-0.01%	\$ 1,421,217	0.08%	\$ 1,421,376	0.01%
EXPENDITURES									
Certificated Salaries	1000-1999	633,150	190,226	633,150	0.00%	650,562	2.75%	668,452	2.75%
Classified Salaries	2000-2999	338,185	103,279	338,185	0.00%	346,441	2.44%	355,968	2.75%
Benefits	3000-3999	285,842	85,715	285,842	0.00%	294,417	3.00%	303,250	3.00%
Books & Supplies	4000-4999	212,104	102,124	212,104	0.00%	222,912	5.10%	232,943	4.50%
Contracts & Services	5000-5999	38,768	29,808	38,768	0.00%	38,157	-1.58%	39,874	4.50%
Capital Outlay	6000-6599	-	-	-		-		-	
Other Outgo	7100-7299	116,115	-	116,115	0.00%	120,760	4.00%	125,590	4.00%
Debt Service (see Debt Form)	7400-7499	-	-	-		-		-	
Total Expenditures		\$ 1,624,164	\$ 511,152	\$ 1,624,164	0.00%	\$ 1,673,249	3.02%	\$ 1,726,077	3.16%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ (203,881)	\$ (398,964)	\$ (204,040)		\$ (252,032)		\$ (304,701)	
OTHER SOURCES & USES									
Other Sources/Contributions to Restricted Programs	8900	203,881		203,881	0.00%	252,968	24.08%	305,625	20.82%
Other Uses	7600	-		-		-		-	
Net Sources & Uses		\$ 203,881	\$ -	\$ 203,881	0.00%	\$ 252,968	24.08%	\$ 305,625	20.82%
NET INCREASE (DECREASE) IN FUND BALANCE		\$ (0)	\$ (398,964)	\$ (159)		\$ 936		\$ 924	-1.32%

Fiscal Year 2019-20 First Interim Report
Restricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	346,345	346,345					
Adjustments for Unaudited Actuals	9792		7,147	7,147				
Beg Fund Balance at Unaudited Actuals			353,492	353,492				
Adjustments for Audit	9793			-				
Adjustments for Restatements	9795	-		-				
Beginning Fund Balance as per Audit Report +/- Restatements			353,492	353,492		353,333	354,269	
Ending Balance		\$ 346,345	\$ (45,472)	\$ 353,333	2.02%	\$ 354,269	0.26%	\$ 355,192 0.26%
Components of Ending Fund Balance (Budget):								
a. Nonspendable								
Revolving Cash	9711							
Stores	9712							
Prepaid Expenditures	9713							
All Others	9719							
b. Restricted	9740	346,345	-	353,333	2.02%	354,269	0.26%	355,192 0.26%
c. Committed								
Committed - Stabilization Arrangements	9750							
Committed - Other	9760							
d. Assignments	9780							
e. Unassigned								
Reserve for Economic Uncertainties	9789							
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790							

Fiscal Year 2019-20 First Interim Report
Restricted MYP

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DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
ASSUMPTIONS RESTRICTED PROGRAMS:								
LIST FEDERAL RESTRICTED REVENUES								
1 EX, Title I	-	-	-		-		-	
2 Title I	160,795	-	160,795	0.00%	160,795	0.00%	160,795	0.00%
3 Title II	34,100	-	34,100	0.00%	34,100	0.00%	34,100	0.00%
4 Local Assistance (SELPA)	154,942	-	154,942	0.00%	154,942	0.00%	154,942	0.00%
5 Cafeteria-Federal	200,000	-	200,000	0.00%	200,000	0.00%	200,000	0.00%
6	-	-	-		-		-	
7	-	-	-		-		-	
8	-	-	-		-		-	
9	-	-	-		-		-	
Total Federal Awards Budgeted:	\$ 549,837	\$ -	\$ 549,837	\$0.00	\$ 549,837	0.00%	\$ 549,837	\$0
Lottery Prop 20 Restricted Allocation per ADA	\$ 53.00		\$ 53.00		\$ 53.00		\$ 53.00	
Lottery Estimated Prop 20 Restricted Award	\$ 77,178		\$ 77,019	-0.21%	\$ 78,112	1.42%	\$ 78,271	0.20%
LIST RESTRICTED STATE FUNDS BUDGETED IN "Other State Revenue"								
1 Cafeteria-State	14,050		14,050	0.00%	14,050	0.00%	14,050	0.00%
2 Classified Employee Prof. Development	-		-		-		-	
3 Low Performing Student Block Grant	-	2,529	-		-		-	
4	-		-		-		-	
5	-		-		-		-	
6	-		-		-		-	
7	-		-		-		-	
8	-		-		-		-	
9	-		-		-		-	
10	-		-		-		-	
11	-		-		-		-	
12	-		-		-		-	
13	-		-		-		-	
14	-		-		-		-	
15	-		-		-		-	
16	-		-		-		-	
17	-		-		-		-	
18	-		-		-		-	
Total Other State Revenue Funds Budgeted:	\$ 14,050	\$ 2,529	\$ 14,050	0.00%	\$ 14,050	0.00%	\$ 14,050	\$0
LIST OTHER RESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"								
1 Cafeteria-Local	72,350	22,092	72,350	0.00%	72,350	0.00%	72,350	0.00%
2	-		-		-		-	
3	-		-		-		-	
4	-		-		-		-	
5	-		-		-		-	
6	-		-		-		-	
Total Other Local Revenue Funds Budgeted:	\$ 72,350	\$ 22,092	\$ 72,350	0.00%	\$ 72,350	0.00%	\$ 72,350	\$0

Fiscal Year 2019-20 First Interim Report
Summary MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
REVENUES								
LCFF Sources								
LCFF	8011	9,171,021	1,676,423	-1.55%	9,583,792	6.14%	10,019,005	4.54%
EPA	8012	2,188,664	603,346	6.59%	2,366,023	1.42%	2,370,836	0.20%
State Aid - Prior Year	8019	-	-	-	-	-	-	-
In Lieu Property Taxes	8096	1,416,639	378,115	0.00%	1,416,639	0.00%	1,416,639	0.00%
Federal	8100-8299	549,837	-	0.00%	549,837	0.00%	549,837	0.00%
State								
Lottery - Unrestricted	8560	219,884	-	-0.21%	222,546	1.42%	222,999	0.20%
Lottery - Prop 20 - Restricted	8560	77,178	5,471	-0.21%	78,112	1.42%	78,271	0.20%
Other State Revenue	8300-8599	79,477	2,529	-10.45%	79,387	11.54%	79,536	0.19%
Local								
Interest	8660	-	-	-	-	-	-	-
AB602 Local Special Education Transfer	8792	706,868	82,096	0.00%	706,868	0.00%	706,868	0.00%
Other Local Revenues	8600-8799	181,563	67,304	82.62%	182,350	-45.00%	182,350	0.00%
Total Revenues		\$ 14,591,131	\$ 2,815,284	0.98%	\$ 15,185,554	3.06%	\$ 15,626,341	2.90%
EXPENDITURES								
Certificated Salaries	1000-1999	5,916,706	1,890,622	0.00%	6,169,391	4.27%	6,339,049	2.75%
Classified Salaries	2000-2999	1,287,916	378,938	0.00%	1,322,290	2.67%	1,358,653	2.75%
Benefits	3000-3999	2,550,273	802,198	0.00%	2,626,781	3.00%	2,705,585	3.00%
Books & Supplies	4000-4999	752,885	288,974	0.00%	889,899	18.20%	923,205	3.74%
Contracts & Services	5000-5999	892,887	243,079	0.00%	892,794	-0.01%	902,038	1.04%
Capital Outlay	6000-6599	1,124,500	327,053	0.00%	851,350	-24.29%	700,000	-17.78%
Other Outgo	7100-7299	1,741,437	-	0.00%	1,819,385	4.48%	1,879,275	3.29%
Debt Service (see Debt Form)	7400-7499	-	-	-	-	-	-	-
Total Expenditures		\$ 14,266,604	\$ 3,930,864	0.00%	\$ 14,571,890	2.14%	\$ 14,807,805	1.62%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ 324,527	\$ (1,115,580)	44.22%	\$ 613,665	31.12%	\$ 818,536	33.38%
OTHER SOURCES & USES								
Other Sources/Contributions to Restricted Programs	8900	-	-	-	-	-	-	-
Other Uses	7600	-	-	-	-	-	-	-
Net Sources & Uses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET INCREASE (DECREASE) IN FUND BALANCE		\$ 324,527	\$ (1,115,580)	44.22%	\$ 613,665	31.12%	\$ 818,536	33.38%

Fiscal Year 2019-20 First Interim Report
Summary MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change	
FUND BALANCE, RESERVES									
Beginning Balance at Adopted Budget	9791	3,415,260	3,415,260	0.00%					
Adjustments for Unaudited Actuals	9792		(173,401)						
Beg Fund Balance at Unaudited Actuals			3,241,859						
Adjustments for Audit	9793		366,886						
Adjustments for Restatements	9795	-	217,540						
Beginning Fund Balance as per Audit Report +/- Restatements		-	3,826,285		4,294,310	12.23%	4,907,974	14.29%	
Ending Balance	9790	\$ 3,739,787	\$ 2,710,705	14.83%	\$ 4,907,974	14.29%	\$ 5,726,511	16.68%	
Components of Ending Fund Balance (Budget):									
a. Nonspendable									
Revolving Cash	9711	-	-	-	-	-	-	-	
Stores	9712	-	-	-	-	-	-	-	
Prepaid Expenditures	9713	-	-	-	-	-	-	-	
All Others	9719	-	-	-	-	-	-	-	
b. Restricted	9740	346,345	-	353,333	2.02%	354,269	0.26%	355,192	0.26%
c. Committed									
Committed - Stabilization Arrangements	9750	-	-	-	-	-	-	-	
Committed - Other	9760	-	-	-	-	-	-	-	
d. Assignments	9780	-	-	-	-	-	-	-	
e. Unassigned									
Reserve for Economic Uncertainties	9789	324,527	-	324,527	0.00%	400,390	23.38%	412,457	3.01%
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	3,068,915	2,756,177	3,616,450	17.84%	4,153,316	14.85%	4,958,861	19.40%
Economic Uncertainty and Unappropriated Reserve Percentage (9789+9790)/(Total Expenditures + Other Uses)		\$ 0.24	\$ 0.70	\$ 0.28		\$ 0.31		\$ 0.36	

DEBT - Multiyear Commitments

Fiscal Year 2019-20 First Interim Report

CHARTER NAME: Academy for Academic Excellence

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Complete the following table for all significant multiyear commitments for the budget year and the following two years. Clearly identify the number of years remaining and the total remaining principal amount of the commitment, the amount of principal and interest budgeted for the current fiscal year and the following two years.

Under the Comment Section, provide a brief statement identifying the funding source for repayment of each obligation.

NO DEBT (if no debt, X)

Type of Commitment	# of Years Remaining	July 1, 2019 Principal Balance	2019-20 Payment		2020-21 Payment		2021-22 Payment		Object Code(s)
			Principle	Interest	Principle	Interest	Principle	Interest	
State School Building Loans									
Charter School Start-up Loans									
Other Post Employment Benefits									
Compensated Absences									
Bank Line of Credit Loans									
Municipal Lease									
Capital Leases									
1									
2									
3									
Other									
Other Commitments:									
Comments:									

CHARTER NAME: Academy for Academic Excellence
2019-20 First Interim Cash Flow

DATE PREPARED: 11/20/2019

Rev. 4/26/19

			July	%	August	%	September	%	October	%	November	%	December	%	January	%				
			Actual	Bud	Actual	Bud	Actual	Bud	Actual	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud				
Beginning Cash Balance			July 1 Cash =			1,175,224		2,230,806		1,827,352		1,327,825		2,015,836		2,030,426		2,045,015		
			Actuals - Actuals - Actuals - Actuals - Actuals - Actuals - Actuals - Actuals - Actuals - Actuals																	
REVENUE																				
LCFF Sources																				
LCFF	8011		-		441,164	4.89%	441,164	4.89%	794,095	8.79%	816,974	9.05%	816,974	9.05%	816,974	9.05%				
EPA	8012		4,268	0.18%	-		-		599,078	25.68%	-		-		576,520	24.71%				
State Aid - Prior Year	8019		-		-		-		-		-		-		-					
In Lieu Property Taxes	8096		-		87,257	6.16%	-		290,858	20.53%	108,358	7.65%	108,358	7.65%	108,358	7.65%				
Federal	8100-8299		-		-		-		-		61,093	11.11%	61,093	11.11%	61,093	11.11%				
State																				
Lottery - Unrestricted	8560		-		-		-		0						54,768	24.96%				
Lottery - Prop 20 - Restricted	8560		-		-		-		5,471	7.10%					17,856	23.18%				
Other State Revenue	8300-8599		-		2,529	3.55%	-		-						22,882	32.15%				
Local																				
Interest	8660		-		-		-		-											
AB602 Local Special Education Transfer	8792		-		-		82,096	11.61%	-		69,419	9.82%	69,419	9.82%	69,419	9.82%				
Other Local Revenues	8600-8799		14,560	4.39%	11,328	3.42%	33,682	10.16%	7,733	2.33%	33,032	9.96%	33,032	9.96%	33,032	9.96%				
Total Revenues			\$ 18,828	0.13%	\$ 542,279	3.68%	\$ 556,942	3.78%	\$ 1,697,235	11.52%	\$ 1,088,876	7.39%	\$ 1,088,876	7.39%	\$ 1,760,902	11.95%				
EXPENDITURES																				
Certificated Salaries	1000-1999		451,935	7.64%	468,920	7.93%	485,824	8.21%	483,942	8.18%	503,260	8.51%	503,260	8.51%	503,260	8.51%				
Classified Salaries	2000-2999		90,522	7.03%	93,066	7.23%	99,143	7.70%	96,206	7.47%	113,622	8.82%	113,622	8.82%	113,622	8.82%				
Benefits	3000-3999		194,032	7.61%	199,108	7.81%	202,816	7.95%	206,244	8.09%	218,509	8.57%	218,509	8.57%	218,509	8.57%				
Books & Supplies	4000-4999		74,937	9.95%	57,257	7.61%	98,948	13.14%	57,819	7.68%	57,991	7.70%	57,991	7.70%	57,991	7.70%				
Contracts & Services	5000-5999		23,735	2.66%	57,060	6.39%	103,228	11.56%	59,069	6.62%	81,224	9.10%	81,224	9.10%	81,224	9.10%				
Capital Outlay	6000-6599		84,276	7.49%	70,322	6.25%	66,511	5.91%	105,945	9.42%	99,680	8.86%	99,681	8.86%	99,681	8.86%				
Other Outgo	7100-7299																			
Debt Service (see Debt Form)	7400-7499																			
Total Expenditures			\$ 919,438	6.44%	\$ 945,733	6.63%	\$ 1,056,469	7.41%	\$ 1,009,225	7.07%	\$ 1,074,286	7.53%	\$ 1,074,287	7.53%	\$ 1,074,287	7.53%				
OTHER SOURCES/USES																				
Other Sources/Contributions to Restricted Programs	8900																			
Other Uses	7600																			
Net Sources & Uses			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
PRIOR YEAR TRANSACTIONS			July 1 -	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	
			Beginning	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	Beg Bal	
Accounts Receivable	9210		2,226,383	2,008,849	90.23%														217,534	9.77%
Prepaid Expenditures	9330																			
Accounts Payable	9510																			
Line of Credit Payments	9640																			
Deferred Revenue	9650		52,658	52,658	100.00%															
NET PRIOR YEAR TRANSACTIONS			\$ 2,173,725	\$ 1,956,191		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 217,534		
OTHER ADJUSTMENTS (LIST)																				
TOTAL MISC. ADJUSTMENTS			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
NET REVENUES LESS EXPENDITURES			\$ 1,055,582	\$ (403,454)	\$ (499,527)	\$ 688,011	\$ 14,590	\$ 14,589	\$ 904,149											
ENDING CASH BALANCE			\$ 2,230,806	\$ 1,827,352	\$ 1,327,825	\$ 2,015,836	\$ 2,030,426	\$ 2,045,015	\$ 2,949,164											

CHARTER NAME: Academy for Academic Excellence

DATE PREPARED: 11/20/2019

2019-20 First Interim Cash Flow

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	February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference	
Beginning Cash Balance	2,949,164		2,963,752		2,978,340		3,664,953		3,679,541		1,952,691	3,816,973			
REVENUE															
LCFF Sources															
LCFF	8011	816,974	9.05%	816,974	9.05%	816,974	9.05%	816,974	9.05%	816,974	9.05%	816,974	9,029,189	9,029,189	-
EPA	8012	-		-		576,520	24.71%	-		-		576,521	2,332,907	2,332,907	-
State Aid - Prior Year	8019	-		-		-		-		-		-	-	-	-
In Lieu Property Taxes	8096	108,358	7.65%	108,358	7.65%	108,358	7.65%	108,358	7.65%	108,358	7.65%	171,660	1,416,639	1,416,639	(0)
Federal	8100-8299	61,093	11.11%	61,093	11.11%	61,093	11.11%	61,093	11.11%	61,093	11.11%	61,093	549,837	549,837	-
State															
Lottery - Unrestricted	8560				54,768	24.96%						109,895	219,431	219,431	0
Lottery - Prop 20 - Restricted	8560				17,856	23.18%						35,837	77,019	77,019	0
Other State Revenue	8300-8599				22,882	32.15%						22,882	71,175	71,175	(0)
Local															
Interest	8660												-	-	-
AB602 Local Special Education Transfer	8792	69,419	9.82%	69,419	9.82%	69,419	9.82%	69,419	9.82%	69,419	9.82%	69,420	706,868	706,868	-
Other Local Revenues	8600-8799	33,032	9.96%	33,032	9.96%	33,033	9.96%	33,033	9.96%	33,033	9.96%	33,033	331,563	331,563	(0)
Total Revenues		\$ 1,088,876	7.39%	\$ 1,088,876	7.39%	\$ 1,760,903	11.95%	\$ 1,088,877	7.39%	\$ 1,088,877	7.39%	\$ 1,864,282	\$ 14,734,629	\$ 14,734,628	\$ (0)
EXPENDITURES															
Certificated Salaries	1000-1999	503,261	8.51%	503,261	8.51%	503,261	8.51%	503,261	8.51%	503,261	8.51%		5,916,706	5,916,706	(0)
Classified Salaries	2000-2999	113,622	8.82%	113,622	8.82%	113,622	8.82%	113,623	8.82%	113,623	8.82%		1,287,916	1,287,916	0
Benefits	3000-3999	218,509	8.57%	218,509	8.57%	218,510	8.57%	218,510	8.57%	218,510	8.57%		2,550,273	2,550,273	(0)
Books & Supplies	4000-4999	57,991	7.70%	57,991	7.70%	57,991	7.70%	57,991	7.70%	57,991	7.70%		752,885	752,885	(0)
Contracts & Services	5000-5999	81,224	9.10%	81,224	9.10%	81,224	9.10%	81,224	9.10%	81,224	9.10%		892,887	892,887	(0)
Capital Outlay	6000-6599	99,681	8.86%	99,681	8.86%	99,681	8.86%	99,681	8.86%	99,681	8.86%		1,124,500	1,124,500	(0)
Other Outgo	7100-7299									1,741,437	100.00%		1,741,437	1,741,437	-
Debt Service (see Debt Form)	7400-7499												-	-	-
Total Expenditures		\$ 1,074,288	7.53%	\$ 1,074,288	7.53%	\$ 1,074,289	7.53%	\$ 1,074,290	7.53%	\$ 2,815,727	19.74%	\$ -	\$ 14,266,605	\$ 14,266,604	\$ (1)
OTHER SOURCES/USES															
Other Sources/Contributions to Restricted Programs	8900												-	-	-
Other Uses	7600												-	-	-
Net Sources & Uses		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
PRIOR YEAR TRANSACTIONS															
		% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal	% Beg Bal			Remaining Balance		
Accounts Receivable	9210											2,226,383	-		
Prepaid Expenditures	9330											-	-		
Accounts Payable	9510											-	-		
Line of Credit Payments	9640											-	-		
Deferred Revenue	9650											52,658	-		
NET PRIOR YEAR TRANSACTIONS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 2,173,725	\$ -	
OTHER ADJUSTMENTS (LIST)															
TOTAL MISC. ADJUSTMENTS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		
NET REVENUES LESS EXPENDITURES		\$ 14,588		\$ 14,588		\$ 686,614		\$ 14,587		\$ (1,726,850)		\$ 1,864,282	\$ 2,641,749		
ENDING CASH BALANCE		\$ 2,963,752		\$ 2,978,340		\$ 3,664,953		\$ 3,679,541		\$ 1,952,691		\$ 3,816,973			

DATE PREPARED: 11/20/2019

CHARTER NAME: Academy for Academic Excellence

2020-21 First Interim Cash Flow

Rev. 4/26/19

			July	%	August	%	September	%	October	%	November	%	December	%	January	%
			Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud
Beginning Cash Balance	July 1 Cash =		1,952,691		2,661,962		2,257,770		1,853,579		2,576,292		2,627,311		2,770,632	
REVENUE																
LCFF Sources																
LCFF	8011				420,542	4.39%	420,542	4.39%	860,931	8.98%	875,753	9.14%	875,753	9.14%	875,753	9.14%
EPA	8012								591,505	25.00%					591,506	25.00%
State Aid - Prior Year	8019															
In Lieu Property Taxes	8096				118,053	8.33%	118,053	8.33%	118,053	8.33%	118,053	8.33%	118,053	8.33%	118,053	8.33%
Federal	8100-8299				45,820	8.33%	45,820	8.33%	45,820	8.33%	45,820	8.33%	45,820	8.33%	45,820	8.33%
State																
Lottery - Unrestricted	8560								55,636	25.00%					55,636	25.00%
Lottery - Prop 20 - Restricted	8560								19,528	25.00%					19,528	25.00%
Other State Revenue	8300-8599								19,847	25.00%					19,847	25.00%
Local																
Interest	8660															
AB602 Local Special Education Transfer	8792				58,906	8.33%	58,906	8.33%	58,906	8.33%	58,906	8.33%	58,906	8.33%	58,906	8.33%
Other Local Revenues	8600-8799				15,196	8.33%	15,196	8.33%	15,196	8.33%	15,196	8.33%	15,196	8.33%	15,196	8.33%
Total Revenues			\$ -		\$ 658,517	4.34%	\$ 658,517	4.34%	\$ 1,785,422	11.76%	\$ 1,113,728	7.33%	\$ 1,113,728	7.33%	\$ 1,800,245	11.85%
EXPENDITURES																
Certificated Salaries	1000-1999		514,116	8.33%	514,116	8.33%	514,116	8.33%	514,116	8.33%	514,116	8.33%	514,116	8.33%	514,116	8.33%
Classified Salaries	2000-2999		110,191	8.33%	110,191	8.33%	110,191	8.33%	110,191	8.33%	110,191	8.33%	110,191	8.33%	110,191	8.33%
Benefits	3000-3999		218,898	8.33%	218,898	8.33%	218,898	8.33%	218,898	8.33%	218,898	8.33%	218,898	8.33%	218,898	8.33%
Books & Supplies	4000-4999		74,158	8.33%	74,158	8.33%	74,158	8.33%	74,158	8.33%	74,158	8.33%	74,158	8.33%	74,158	8.33%
Contracts & Services	5000-5999		74,400	8.33%	74,400	8.33%	74,400	8.33%	74,400	8.33%	74,400	8.33%	74,400	8.33%	74,400	8.33%
Capital Outlay	6000-6599		70,946	8.33%	70,946	8.33%	70,946	8.33%	70,946	8.33%	70,946	8.33%	70,946	8.33%	70,946	8.33%
Other Outgo	7100-7299															
Debt Service (see Debt Form)	7400-7499															
Total Expenditures			\$ 1,062,709	7.29%	\$ 1,062,709	7.29%	\$ 1,062,709	7.29%	\$ 1,062,709	7.29%	\$ 1,062,709	7.29%	\$ 1,062,709	7.29%	\$ 1,062,709	7.29%
OTHER SOURCES/USES																
Other Sources/Contributions to Restricted Programs	8900															
Other Uses	7600															
Net Sources & Uses			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
PRIOR YEAR TRANSACTIONS																
		July 1 -		%		%		%		%		%		%		%
		Beginning		Beg Bal		Beg Bal		Beg Bal		Beg Bal		Beg Bal		Beg Bal		Beg Bal
		Balances														
Accounts Receivable	9210	1,864,282	1,771,980	95.05%									92,302	4.95%		
Prepaid Expenditures	9330															
Accounts Payable	9510															
Line of Credit Payments	9640															
Deferred Revenue	9650															
NET PRIOR YEAR TRANSACTIONS		\$ 1,864,282	\$ 1,771,980		\$ -		\$ -		\$ -		\$ -		\$ 92,302		\$ -	
OTHER ADJUSTMENTS (LIST)																
TOTAL MISC. ADJUSTMENTS			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
NET REVENUES LESS EXPENDITURES			\$ 709,271		\$ (404,192)		\$ (404,192)		\$ 722,713		\$ 51,019		\$ 143,321		\$ 737,536	
ENDING CASH BALANCE			\$ 2,661,962		\$ 2,257,770		\$ 1,853,579		\$ 2,576,292		\$ 2,627,311		\$ 2,770,632		\$ 3,508,169	

CHARTER NAME: Academy for Academic Excellence

DATE PREPARED: 11/20/2019

2020-21 First Interim Cash Flow

Rev. 4/26/19

		February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance		3,508,169		3,559,188		3,610,207		4,347,742		4,398,761		2,630,393	4,430,637		
REVENUE															
LCFF Sources															
LCFF	8011	875,753	9.14%	875,753	9.14%	875,753	9.14%	875,753	9.14%	875,753	9.14%	875,753	9,583,792	9,583,792	-
EPA	8012					591,506	25.00%					591,506	2,366,023	2,366,023	-
State Aid - Prior Year	8019												-	-	-
In Lieu Property Taxes	8096	118,053	8.33%	118,053	8.33%	118,053	8.33%	118,054	8.33%	118,054	8.33%	118,054	1,416,639	1,416,639	-
Federal	8100-8299	45,820	8.33%	45,820	8.33%	45,820	8.33%	45,819	8.33%	45,819	8.33%	45,819	549,837	549,837	-
State															
Lottery - Unrestricted	8560					55,636	25.00%					55,638	222,546	222,546	0
Lottery - Prop 20 - Restricted	8560					19,528	25.00%					19,528	78,112	78,112	0
Other State Revenue	8300-8599					19,847	25.00%					19,846	79,387	79,387	(0)
Local															
Interest	8660												-	-	-
AB602 Local Special Education Transfer	8792	58,906	8.33%	58,906	8.33%	58,905	8.33%	58,905	8.33%	58,905	8.33%	58,905	706,868	706,868	-
Other Local Revenues	8600-8799	15,196	8.33%	15,196	8.33%	15,196	8.33%	15,196	8.33%	15,195	8.33%	15,195	182,350	182,350	-
Total Revenues		\$ 1,113,728	7.33%	\$ 1,113,728	7.33%	\$ 1,800,244	11.85%	\$ 1,113,727	7.33%	\$ 1,113,726	7.33%	\$ 1,800,244	\$ 15,185,554	\$ 15,185,554	\$ 0
EXPENDITURES															
Certificated Salaries	1000-1999	514,116	8.33%	514,116	8.33%	514,116	8.33%	514,116	8.33%	514,115	8.33%		6,169,390	6,169,391	0
Classified Salaries	2000-2999	110,191	8.33%	110,191	8.33%	110,191	8.33%	110,191	8.33%	110,191	8.33%		1,322,290	1,322,290	(0)
Benefits	3000-3999	218,898	8.33%	218,898	8.33%	218,898	8.33%	218,898	8.33%	218,899	8.33%		2,626,781	2,626,781	0
Books & Supplies	4000-4999	74,158	8.33%	74,158	8.33%	74,158	8.33%	74,158	8.33%	74,158	8.33%		889,899	889,899	0
Contracts & Services	5000-5999	74,400	8.33%	74,400	8.33%	74,400	8.33%	74,400	8.33%	74,400	8.33%		892,795	892,794	(0)
Capital Outlay	6000-6599	70,946	8.33%	70,946	8.33%	70,946	8.33%	70,946	8.33%	70,946	8.33%		851,350	851,350	(0)
Other Outgo	7100-7299									1,819,385	100.00%		1,819,385	1,819,385	-
Debt Service (see Debt Form)	7400-7499												-	-	-
Total Expenditures		\$ 1,062,709	7.29%	\$ 1,062,709	7.29%	\$ 1,062,709	7.29%	\$ 1,062,709	7.29%	\$ 2,882,093	19.78%	\$ -	\$ 14,571,890	\$ 14,571,890	\$ (0)
OTHER SOURCES/USES															
Other Sources/Contributions to Restricted Programs	8900												-	-	-
Other Uses	7600												-	-	-
Net Sources & Uses		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
PRIOR YEAR TRANSACTIONS															
			% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal				Remaining Balance
Accounts Receivable	9210												1,864,282	-	-
Prepaid Expenditures	9330												-	-	-
Accounts Payable	9510												-	-	-
Line of Credit Payments	9640												-	-	-
Deferred Revenue	9650												-	-	-
NET PRIOR YEAR TRANSACTIONS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 1,864,282	\$ -	\$ -
OTHER ADJUSTMENTS (LIST)															
													-	-	-
													-	-	-
													-	-	-
													-	-	-
TOTAL MISC. ADJUSTMENTS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES LESS EXPENDITURES		\$ 51,019		\$ 51,019		\$ 737,535		\$ 51,018		\$ (1,768,367)		\$ 1,800,244	\$ 2,477,946		
ENDING CASH BALANCE		\$ 3,559,188		\$ 3,610,207		\$ 4,347,742		\$ 4,398,761		\$ 2,630,393		\$ 4,430,637			

Charter School Attendance CHARTER NAME: Norton Science and Language Academy
#NAME?

Fiscal Year 2019-20 First Interim Report
Projected ADA as of October 31, 2019

Rev. 4/26/19

#NAME?	Line	2018-19		2019-20 Adopted Budget			2019-20 First Interim			2020-21 First Interim			2021-22 First Interim		
		Actual ADA	Funded ADA *	Projected ADA	Funded ADA *	% Change over Prior Year	Projected ADA	Funded ADA *	% Change over Prior Period	Projected ADA	Funded ADA *	% Change over Prior Year	Projected ADA	Funded ADA *	% Change over Prior Year
		P-2		P-2			P-2			P-2			P-2		
Non Classroom Funding Determination Rate*		100%													
TK/K-3:															
Regular ADA	A-1	429.86		415.22		-3.41%	435.94		4.99%	452.51		3.80%	462.49		2.21%
Classroom-based ADA included in A-1	A-2	429.86		415.22		-3.41%	435.94		4.99%	452.51		3.80%	462.49		2.21%
Extended Year Special Ed	A-3	-		-											
Classroom-based ADA included in A-3	A-4	-		-											
Special Ed - NPS	A-5	-		-											
Classroom-based ADA included in A-5	A-6	-		-											
Extended Year Special Ed - NPS	A-7	-		-											
Classroom-based ADA included in A-7	A-8	-		-											
ADA Totals (A-1, A3, A5, A7)	A-9	429.86	-	415.22	-	-3.41%	435.94		4.99%	452.51		3.80%	462.49		2.21%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	429.86	429.86	415.22	415.22	-3.41%	435.94	435.94	4.99%	452.51	452.51	3.80%	462.49	462.49	2.21%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-		-	-	
ADA for Students in Transitional Kindergarten (Lines A-1, A-3, A-5, and A-7, TK/K-3 Column, First Year ADA Only)	B-1	-		-											
Grades 4-6															
Regular ADA	A-1	220.49		243.32		10.35%	240.91		-0.99%	259.40		7.68%	260.78		0.53%
Classroom-based ADA included in A-1	A-2	220.49		243.32		10.35%	240.91		-0.99%	259.40		7.68%	260.78		0.53%
Extended Year Special Ed	A-3	-		-											
Classroom-based ADA included in A-3	A-4	-		-											
Special Ed - NPS	A-5	-		-											
Classroom-based ADA included in A-5	A-6	-		-											
Extended Year Special Ed - NPS	A-7	-		-											
Classroom-based ADA included in A-7	A-8	-		-											
ADA Totals (A-1, A3, A5, A7)	A-9	220.49	-	243.32	-	10.35%	240.91		-0.99%	259.40		7.68%	260.78		0.53%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	220.49	220.49	243.32	243.32	10.35%	240.91	240.91	-0.99%	259.40	259.40	7.68%	260.78	260.78	0.53%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-		-	-	
Grades 7-8															
Regular ADA	A-1	109.56		110.42		0.78%	108.03		-2.16%	100.38		-7.08%	126.83		26.35%
Classroom-based ADA included in A-1	A-2	109.56		110.42		0.78%	108.03		-2.16%	100.38		-7.08%	126.83		26.35%
Extended Year Special Ed	A-3	-		-											
Classroom-based ADA included in A-3	A-4	-		-											
Special Ed - NPS	A-5	-		-											
Classroom-based ADA included in A-5	A-6	-		-											
Extended Year Special Ed - NPS	A-7	-		-											
Classroom-based ADA included in A-7	A-8	-		-											
ADA Totals (A-1, A3, A5, A7)	A-9	109.56	-	110.42	-	0.78%	108.03		-2.16%	100.38		-7.08%	126.83		26.35%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	109.56	109.56	110.42	110.42	0.78%	108.03	108.03	-2.16%	100.38	100.38	-7.08%	126.83	126.83	26.35%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-		-	-	

Charter School Attendance		CHARTER NAME: Norton Science and Language Academy #NAME?														
Fiscal Year 2019-20 First Interim Report Projected ADA as of October 31, 2019																
Rev. 4/26/19																
#NAME?	Line	2018-19		2019-20 Adopted Budget			2019-20 First Interim			2020-21 First Interim			2021-22 First Interim			
		Actual ADA P-2	Funded ADA *	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Period	Projected ADA P-2	Funded ADA *	% Change over Prior Year	Projected ADA P-2	Funded ADA *	% Change over Prior Year	
Grades 9-12																
	A-1	-		-											90.82	
	A-2	-		-											90.82	
	A-3	-		-												
	A-4	-		-												
	A-5	-		-												
	A-6	-		-												
	A-7	-		-												
	A-8	-		-												
	A-9	-	-	-	-	-	-	-	-	-	-	-	-	-	90.82	-
	A-10	-	-	-	-	-	-	-	-	-	-	-	-	-	90.82	90.82
	A-11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals																
	A-1	759.91		768.96		1.19%	784.88		2.07%	812.29		3.49%	940.92		15.84%	
	A-2	759.91		768.96		1.19%	784.88		2.07%	812.29		3.49%	940.92		15.84%	
	A-3	-		-			-			-			-			
	A-4	-		-			-			-			-			
	A-5	-		-			-			-			-			
	A-6	-		-			-			-			-			
	A-7	-		-			-			-			-			
	A-8	-		-			-			-			-			
	A-9	759.91	-	768.96	-	1.19%	784.88		2.07%	812.29		3.49%	940.92		15.84%	
	A-10	759.91	759.91	768.96	768.96	1.19%	784.88	784.88	2.07%	812.29	812.29	3.49%	940.92	940.92	15.84%	
	A-11	-	-	-	-		-	-		-	-		-	-		
		-	759.91	-	768.96		784.88			812.29			940.92			
		-	759.91	-	768.96		784.88			812.29			940.92			

* For non-classroom, P-2 ADA multiplied by Funding Determination %. Use this amount in the LCFF calculator and any other ADA based revenue calculations.

CHARTER NAME: Norton Science and Language Academy
 #NAME?
 #NAME?

Fiscal Year 2019-20 First Interim Report

Rev. 4/26/19

ASSUMPTIONS:	2019-20	2020-21	Change	2021-22	Change
Local Control Funding (LCFF) - BAS/FCMAT Calculator:					
COLA (on Base)	3.26%	3.00%	-0.26%	2.80%	-0.20%
Gap Funding Rate	100.00%	100.00%	0.00%	100.00%	0.00%
LCFF before COE tfr, Choice, & Charter supp. (FCMAT Calc, Calculator tab)	\$ 8,236,230	\$ 8,777,914	6.58%	\$ 10,579,893	20.53%
LCAP: Public Hearing Date (mm/dd/yyyy) (if applicable)					
Board Approval Date (mm/dd/yyyy)					
Lottery Allocation Amount Per ADA:					
Unrestricted	\$ 151	\$ 151	\$ -	\$ 151	\$ -
Restricted	\$ 53	\$ 53	\$ -	\$ 53	\$ -
ADA/Enrollment:					
Total Non-Classroom Based (Independent Study) ADA	0.00	0.00	0.00	0.00	0.00
Total Funded Non-Classroom Based (Independent Study) ADA	0.00	0.00	0.00	0.00	0.00
Total Classroom Based ADA	784.88	812.29	27.41	940.92	128.63
Total Funded P-2 Attendance	784.88	812.29	27.41	940.92	128.63
Estimated Enrollment	821	845	24.00	1,081	236.00
Enrollment Growth Over Prior Year	0.00%	2.92%		27.93%	
ADA to Enrollment Ratio	2018-19 0.925590743	95.60%	96.13%	87.04%	
Estimated Unduplicated Count	640	640	659	843	184.00
Unduplicated Pupil % (one year, not rolling)	77.95%	77.95%	77.99%	77.98%	
Certificated Salaries and Benefits:					
Number of Teachers (FTE)	36.00	36.00	0.00	46.00	10.00
Classroom Staffing Ratio - Students per FTE	22.81	23.47	0.67	23.50	0.03
Teachers Increased/(Decreased) for projected Enrollment change over PY			0.00	10.00	10.00
Average Teacher Cost (Salary and Benefits)	\$ 100,409	\$ 103,923	3.50%	\$ 107,561	3.50%
Step and Column Increase (Total Annual Cost)	\$ 120,000	\$ 120,000	0.00%	\$ 120,000	0.00%
Health and Welfare Cost per Employee	\$ 11,604	\$ 12,126	4.50%	\$ 12,672	4.50%
Retirement Cost per Employee	\$ 12,568	\$ 12,945	3.00%	\$ 13,334	3.01%
Facilities:					
Rent	\$ 190,000	\$ 690,000	263.16%	\$ -	
Electricity	\$ 92,500	\$ 95,000	2.70%	\$ 150,000	57.89%
Heating (gas)					
Other					
Administrative Service Agreements:					
1.00% Oversight Fees to Sponsor	\$ 82,362	\$ 87,779	6.58%	\$ 105,799	20.53%
Administrative Service Contract					
Other Contracted Costs					
List Noteworthy Assumptions for other 1st Interim line items: (Books, Supplies, Services, Capital Outlay, Debt, etc.)					

#NAME?

#NAME?

Fiscal Year 2019-20 First Interim Report
Unrestricted MYP

Rev. 4/26/19

DESCRIPTION		Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
REVENUES									
LCFF Sources									
LCFF	8011	6,953,790	1,263,173	7,008,270	0.78%	7,507,077	7.12%	9,107,803	21.32%
EPA	8012	1,126,354	303,900	1,227,960	9.02%	1,270,837	3.49%	1,472,090	15.84%
State Aid - Prior Year	8019	-	-	-					
In Lieu Property Taxes	8096	-	-	-					
Federal	8100-8299	-	-	-					
State									
Lottery - Unrestricted	8560	121,275	1,565	123,786	2.07%	128,109	3.49%	148,396	15.84%
Lottery - Prop 20 - Restricted	8560								
Other State Revenue	8300-8599	28,145	-	232,711	726.83%	733,060	215.01%	1,138,385	55.29%
Local									
Interest	8660	-	-	-					
AB602 Local Special Education Transfer	8792								
Other Local Revenues	8600-8799	75,000	43,207	125,000	66.67%	75,000	-40.00%	75,000	0.00%
Total Revenues		\$ 8,304,564	\$ 1,611,845	\$ 8,717,728	4.98%	\$ 9,714,083	11.43%	\$ 11,941,674	22.93%
EXPENDITURES									
Certificated Salaries	1000-1999	3,086,051	978,111	3,086,051	0.00%	3,194,063	3.50%	4,060,265	27.12%
Classified Salaries	2000-2999	658,650	190,138	658,650	0.00%	681,703	3.50%	785,968	15.29%
Benefits	3000-3999	1,297,998	395,561	1,297,998	0.00%	1,349,918	4.00%	1,588,449	17.67%
Books & Supplies	4000-4999	312,460	211,648	312,460	0.00%	321,055	2.75%	402,186	25.27%
Contracts & Services	5000-5999	945,012	203,422	945,012	0.00%	1,396,563	47.78%	1,252,000	-10.35%
Capital Outlay	6000-6599	20,000	79,742	270,000	1250.00%	300,000	11.11%	-	
Other Outgo	7100-7299	1,042,075	-	1,061,900	1.90%	1,126,135	6.05%	1,260,574	11.94%
Debt Service (see Debt Form)	7400-7499	-	-	-				1,802,800	
Total Expenditures		\$ 7,362,246	\$ 2,058,622	\$ 7,632,071	3.66%	\$ 8,369,437	9.66%	\$ 11,152,242	33.25%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ 942,318	\$ (446,777)	\$ 1,085,657	15.21%	\$ 1,344,646	23.86%	\$ 789,432	-41.29%
OTHER SOURCES & USES									
Other Sources/Contributions to Restricted Programs	8900	(187,284)	-	(262,264)		(367,749)		(560,224)	
Other Uses	7600	-	-	-		-		-	
Net Sources & Uses		\$ (187,284)	\$ -	\$ (262,264)		\$ (367,749)		\$ (560,224)	
NET INCREASE (DECREASE) IN FUND BALANCE		\$ 755,035	\$ (446,777)	\$ 823,393	9.05%	\$ 976,897	18.64%	\$ 229,208	-76.54%

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Fiscal Year 2019-20 First Interim Report
Unrestricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	3,224,615	3,224,615					
Adjustments for Unaudited Actuals	9792		(439,013)	(439,013)				
Beg Fund Balance at Unaudited Actuals			2,785,602	2,785,602				
Adjustments for Audit	9793		93,595	93,595				
Adjustments for Restatements	9795	-	134,260	134,260				
Beginning Fund Balance as per Audit Report +/- Restatements			3,013,457	3,013,457		3,836,850	4,813,747	
Ending Balance	9790	\$ 3,979,650	\$ 2,566,680	\$ 3,836,850	-3.59%	\$ 4,813,747	25.46%	\$ 5,042,954 4.76%
Components of Ending Fund Balance (Budget):								
a. Nonspendable								
Revolving Cash	9711	-				-		-
Stores	9712	-				-		-
Prepaid Expenditures	9713	-				-		-
All Others	9719	-				-		-
b. Restricted								
9740								
c. Committed								
Committed - Stabilization Arrangements	9750	-				-		-
Committed - Other	9760	550,000	-	300,000	-45.45%	350,000	16.67%	-
d. Assignments								
9780		-				-		
e. Unassigned								
Reserve for Economic Uncertainties	9789	205,035	-	209,000	1.93%	270,272	29.32%	345,435 27.81%
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	3,224,615	2,566,680	3,327,850	3.20%	4,193,475	26.01%	4,697,519 12.02%

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Fiscal Year 2019-20 First Interim Report
Unrestricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
ASSUMPTIONS FOR UNRESTRICTED PROGRAMS:								
LIST FEDERAL UNRESTRICTED REVENUES (MOST FEDERAL PROGRAM REVENUES ARE RESTRICTED AND SHOULD BE ON RESTRICTED SHEET)								
1 Ex. Erate	-				-		-	
2	-	-						
3	-							
4	-							
5	-							
6	-							
7	-							
8	-						-	
9	-							
Total Federal Awards Budgeted:	\$ -	\$ -	\$ -		\$ -		\$ -	
Lottery Unrestricted Allocation per ADA			\$ 151.00		\$ 151.00		\$ 151.00	
Lottery Unrestricted Estimated Award			\$ 123,786		\$ 128,109	3.49%	\$ 148,396	15.84%
LIST UNRESTRICTED STATE FUNDS BUDGETED IN OTHER STATE								
1 Ex. Mandate Block Grant	-							
2 Mandated Block Grant	12,965	-	12,965	0.00%	13,060	0.73%	19,150	46.63%
3 MAA	15,180	-	29,746	95.96%	30,000	0.85%	40,000	33.33%
4 SB-740 Facilities Offset	-	-	190,000		690,000	263.16%	1,079,235	56.41%
5	-				-		-	
6	-				-		-	
7	-				-		-	
8	-							
9	-							
10	-							
11	-							
12	-							
13	-							
14	-							
15	-							
16	-							
17	-							
18	-							
Total Other State Revenue Funds Budgeted:	\$ 28,145	\$ -	\$ 232,711	726.83%	\$ 733,060	215.01%	\$ 1,138,385	55.29%
LIST OTHER UNRESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"								
1 Ex. Services Reimbursed by District	-							
2 Before and After School Program	75,000	23,624	75,000	0.00%	75,000	0.00%	75,000	0.00%
3 School Donations	-	19,583	50,000		-		-	
4	-							
5	-							

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Fiscal Year 2019-20 First Interim Report
Unrestricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
6	-							
Total Other Local Revenue Funds Budgeted:	\$ 75,000	\$ 43,207	\$ 125,000	66.67%	\$ 75,000	-40.00%	\$ 75,000	0.00%

Fiscal Year 2019-20 First Interim Report
Restricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change	
REVENUES									
LCFF Sources									
LCFF	8011								
EPA	8012								
State Aid - Prior Year	8019								
In Lieu Property Taxes	8096								
Federal	8100-8299	738,559	8,354	758,180	0	738,559	-2.59%	923,201	25.00%
State									
Lottery - Unrestricted	8560								
Lottery - Prop 20 - Restricted	8560	42,567	3,577	43,448	0	44,965	3.49%	52,086	15.84%
Other State Revenue	8300-8599	125,525	-	25,525	(1)	25,525	0.00%	31,906	25.00%
Local									
Interest	8660	-	-	-		-		-	
AB602 Local Special Education Transfer	8792	267,954	35,003	307,097	14.61%	307,097	0.00%	307,097	0.00%
Other Local Revenues	8600-8799	18,200	8,678	18,200	0.00%	18,200	0.00%	22,750	25.00%
Total Revenues		\$ 1,192,805	\$ 55,612	\$ 1,152,450	-3.38%	\$ 1,134,346	-1.57%	\$ 1,337,040	17.87%
EXPENDITURES									
Certificated Salaries	1000-1999	430,916	139,706	451,466	4.77%	471,782	4.50%	571,608	21.16%
Classified Salaries	2000-2999	266,024	79,591	266,024	0.00%	274,005	3.00%	324,259	18.34%
Benefits	3000-3999	222,880	66,939	228,601	2.57%	239,411	4.73%	294,874	23.17%
Books & Supplies	4000-4999	305,479	77,528	305,479	0.00%	337,652	10.53%	478,300	41.65%
Contracts & Services	5000-5999	38,674	7,983	38,674	0.00%	58,645	51.64%	102,968	75.58%
Capital Outlay	6000-6599	-	-	-		-		-	
Other Outgo	7100-7299	116,116	-	116,116	0.00%	120,600	3.86%	125,255	3.86%
Debt Service (see Debt Form)	7400-7499	-	-	-		-		-	
Total Expenditures		\$ 1,380,088	\$ 371,747	\$ 1,406,360	1.90%	\$ 1,502,095	6.81%	\$ 1,897,264	26.31%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ (187,283)	\$ (316,135)	\$ (253,910)		\$ (367,749)		\$ (560,224)	
OTHER SOURCES & USES									
Other Sources/Contributions to Restricted Programs	8900	187,284	-	262,264	40.04%	367,749	40.22%	560,224	52.34%
Other Uses	7600	-	-	-		-		-	
Net Sources & Uses		\$ 187,284	\$ -	\$ 262,264	40.04%	\$ 367,749	40.22%	\$ 560,224	52.34%
NET INCREASE (DECREASE) IN FUND BALANCE		\$ 0	\$ (316,135)	\$ 8,354		\$ 0		\$ (0)	

Fiscal Year 2019-20 First Interim Report
Restricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change	
FUND BALANCE, RESERVES									
Beginning Balance at Adopted Budget	9791	212,656	212,656						
Adjustments for Unaudited Actuals	9792		158,412	158,412					
Beg Fund Balance at Unaudited Actuals			371,068	371,068					
Adjustments for Audit	9793								
Adjustments for Restatements	9795	-							
Beginning Fund Balance as per Audit Report +/- Restatements			371,068	371,068		379,422	379,423		
Ending Balance		\$ 212,656	\$ 54,933	\$ 379,422	78.42%	\$ 379,423	0.00%	\$ 379,423	0.00%
Components of Ending Fund Balance (Budget):									
a. Nonspendable									
Revolving Cash	9711								
Stores	9712								
Prepaid Expenditures	9713								
All Others	9719								
b. Restricted	9740	212,656	54,933	379,422	78.42%	379,423	0.00%	379,423	0.00%
c. Committed									
Committed - Stabilization Arrangements	9750								
Committed - Other	9760								
d. Assignments	9780								
e. Unassigned									
Reserve for Economic Uncertainties	9789								
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790								

Fiscal Year 2019-20 First Interim Report
Restricted MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
ASSUMPTIONS RESTRICTED PROGRAMS:								
LIST FEDERAL RESTRICTED REVENUES								
1 EX. Title I	-							
2 Title I	235,010	-	234,923	-0.04%	235,010	0.04%	293,763	25.00%
3 Title II	30,850	-	33,466	8.48%	30,850	-7.82%	38,563	25.00%
4 Title III	22,682	-	30,733	35.50%	22,682	-26.20%	28,353	25.00%
5 Title IV	16,708	8,354	25,749	54.11%	16,708	-35.11%	20,885	25.00%
6 Cafeteria - Federal	336,470	-	336,470	0.00%	336,470	0.00%	420,588	25.00%
7 Special Education IDEA Funds	96,839	-	96,839	0.00%	96,839	0.00%	121,049	25.00%
8	-							
9	-							
Total Federal Awards Budgeted:	\$ 738,559	\$ 8,354	\$ 758,180	\$0.03	\$ 738,559	-2.59%	\$ 923,201	\$0
Lottery Prop 20 Restricted Allocation per ADA	\$ 53.00		\$ 53.00		\$ 53.00		\$ 53.00	
Lottery Estimated Prop 20 Restricted Award	\$ 42,567		\$ 43,448	2.07%	\$ 44,965	3.49%	\$ 52,086	15.84%
LIST RESTRICTED STATE FUNDS BUDGETED IN "Other State Revenue"								
1 Cafeteria - State	25,525	-	25,525	0.00%	25,525	0.00%	31,906	25.00%
2 SB-740 Facilities Offset	100,000	-						
3 Classified Employee Prof. Development	-							
4 Low Performing Student Block Grant	-							
5	-							
6	-							
7	-							
8	-							
9	-							
10	-							
11	-							
12	-							
13	-							
14	-							
15	-							
16	-							
17	-							
18	-							
Total Other State Revenue Funds Budgeted:	\$ 125,525	\$ -	\$ 25,525	-79.67%	\$ 25,525	0.00%	\$ 31,906	\$0
LIST OTHER RESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"								
1 Cafeteria - Local	18,200	8,678	18,200	0.00%	18,200	0.00%	22,750	25.00%
2	-							
3	-							
4	-							
5	-							
6	-							
Total Other Local Revenue Funds Budgeted:	\$ 18,200	\$ 8,678	\$ 18,200	0.00%	\$ 18,200	0.00%	\$ 22,750	\$0

Fiscal Year 2019-20 First Interim Report
Summary MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
REVENUES								
LCFF Sources								
LCFF	8011	6,953,790	1,263,173	0.78%	7,507,077	7.12%	9,107,803	21.32%
EPA	8012	1,126,354	303,900	9.02%	1,270,837	3.49%	1,472,090	15.84%
State Aid - Prior Year	8019	-	-	-	-	-	-	-
In Lieu Property Taxes	8096	-	-	-	-	-	-	-
Federal	8100-8299	738,559	8,354	2.66%	738,559	-2.59%	923,201	25.00%
State								
Lottery - Unrestricted	8560	121,275	1,565	2.07%	128,109	3.49%	148,396	15.84%
Lottery - Prop 20 - Restricted	8560	42,567	3,577	2.07%	44,965	3.49%	52,086	15.84%
Other State Revenue	8300-8599	153,670	-	68.05%	758,585	193.76%	1,170,291	54.27%
Local								
Interest	8660	-	-	-	-	-	-	-
AB602 Local Special Education Transfer	8792	267,954	35,003	14.61%	307,097	0.00%	307,097	0.00%
Other Local Revenues	8600-8799	93,200	51,885	53.65%	93,200	-34.92%	97,750	4.88%
Total Revenues		\$ 9,497,369	\$ 1,667,457	3.93%	\$ 10,848,430	9.91%	\$ 13,278,714	22.40%
EXPENDITURES								
Certificated Salaries	1000-1999	3,516,967	1,117,817	0.58%	3,665,845	3.63%	4,631,873	26.35%
Classified Salaries	2000-2999	924,674	269,729	0.00%	955,708	3.36%	1,110,227	16.17%
Benefits	3000-3999	1,520,878	462,500	0.38%	1,589,329	4.11%	1,883,323	18.50%
Books & Supplies	4000-4999	617,939	289,176	0.00%	658,707	6.60%	880,486	33.67%
Contracts & Services	5000-5999	983,686	211,405	0.00%	1,455,208	47.93%	1,354,968	-6.89%
Capital Outlay	6000-6599	20,000	79,742	1250.00%	300,000	11.11%	-	-
Other Outgo	7100-7299	1,158,191	-	1.71%	1,246,735	5.83%	1,385,829	11.16%
Debt Service (see Debt Form)	7400-7499	-	-	-	-	-	1,802,800	-
Total Expenditures		\$ 8,742,334	\$ 2,430,369	3.39%	\$ 9,871,532	9.22%	\$ 13,049,506	32.19%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ 755,035	\$ (762,912)	10.16%	\$ 976,898	17.45%	\$ 229,208	-76.54%
OTHER SOURCES & USES								
Other Sources/Contributions to Restricted Programs	8900	-	-	-	-	-	-	-
Other Uses	7600	-	-	-	-	-	-	-
Net Sources & Uses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET INCREASE (DECREASE) IN FUND BALANCE		\$ 755,035	\$ (762,912)	10.16%	\$ 976,898	17.45%	\$ 229,208	-76.54%

Fiscal Year 2019-20 First Interim Report
Summary MYP

Rev. 4/26/19

DESCRIPTION	Adopted Budget 2019-20	First Interim Actual thru October 31, 2019	First Interim Projected Budget 2019-20	Percent Change	First Interim Projected Budget 2020-21	Percent Change	First Interim Projected Budget 2021-22	Percent Change
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	3,437,271	3,437,271	0.00%				
Adjustments for Unaudited Actuals	9792		(280,601)					
Beg Fund Balance at Unaudited Actuals			3,156,670					
Adjustments for Audit	9793		93,595					
Adjustments for Restatements	9795	-	134,260					
Beginning Fund Balance as per Audit Report +/- Restatements		-	3,384,525		4,216,272	24.57%	5,193,170	23.17%
Ending Balance	9790	\$ 4,192,306	\$ 2,621,613	0.57%	\$ 5,193,170	23.17%	\$ 5,422,377	4.41%
Components of Ending Fund Balance (Budget):								
a. Nonspendable								
Revolving Cash	9711	-	-	-	-	-	-	-
Stores	9712	-	-	-	-	-	-	-
Prepaid Expenditures	9713	-	-	-	-	-	-	-
All Others	9719	-	-	-	-	-	-	-
b. Restricted								
	9740	212,656	54,933	78.42%	379,423	0.00%	379,423	0.00%
c. Committed								
Committed - Stabilization Arrangements	9750	-	-	-	-	-	-	-
Committed - Other	9760	550,000	-	-45.45%	350,000	16.67%	-	-
d. Assignments								
	9780	-	-	-	-	-	-	-
e. Unassigned								
Reserve for Economic Uncertainties	9789	205,035	-	1.93%	270,272	29.32%	345,435	27.81%
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	3,224,615	2,566,680	3.20%	4,193,475	26.01%	4,697,519	12.02%
Economic Uncertainty and Unappropriated Reserve Percentage (9789+9790)/(Total Expenditures + Other Uses)		\$ 0.39	\$ 1.06	\$ 0.39	\$ 0.45		\$ 0.39	

DEBT - Multiyear Commitments

Fiscal Year 2019-20 First Interim Report

CHARTER NAME: Norton Science and Language Academy

Rev. 4/26/19

Complete the following table for all significant multiyear commitments for the budget year and the following two years. Clearly identify the number of years remaining and the total remaining principal amount of the commitment, the amount of principal and interest budgeted for the current fiscal year and the following two years.

Under the Comment Section, provide a brief statement identifying the funding source for repayment of each obligation.

NO DEBT (if no debt, X)

Type of Commitment	# of Years Remaining	July 1, 2019 Principal Balance	2019-20 Payment		2020-21 Payment		2021-22 Payment		Object Code(s)
			Principle	Interest	Principle	Interest	Principle	Interest	
State School Building Loans									
Charter School Start-up Loans									
Other Post Employment Benefits									
Compensated Absences									
Bank Line of Credit Loans									
Municipal Lease									
Capital Leases									
1									
2									
3									
Other	37						1,802,800		
Other Commitments:									
Comments:									
We are working to develop a LLC for the bond issuance to construct a new campus on Waterman and Valley in San Bernardino, CA. We are working with a team to support the Bond issuance are being projected to be for 37 years at a rate of sub 5%. However, due to the early stage of this, we are still working on a GMP which will subsequently have final impact on total debt issued for the development of the new campus. As we expect to close our Bond issuance around December 19th, our Bond documents are being structured to have the Bond pay the first year and a half while we build the school and open the enrollment at the new campus. As such, the school will not be liable for any Bond payments until July 1, 2021.									

CHARTER NAME: Norton Science and Language Academy

2019-20 First Interim Cash Flow

DATE PREPARED: 11/18/2019

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			July	%	August	%	September	%	October	%	November	%	December	%	January	%		
			Actual	Bud	Actual	Bud	Actual	Bud	Actual	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud		
Beginning Cash Balance			July 1 Cash =			2,505,955		3,175,830		2,936,437		2,627,501		2,907,396		2,993,101		3,309,372
			Actuals - Actuals - Actuals - Actuals - Actuals - Actuals - Actuals - Actuals - Actuals - Actuals															
REVENUE																		
LCFF Sources																		
LCFF	8011		-		332,414	4.74%	332,414	4.74%	598,345	8.54%	638,344	9.11%	638,334	9.11%	638,334	9.11%	638,334	9.11%
EPA	8012		2,143	0.17%	-		-		301,757	24.57%					308,020	25.08%		
State Aid - Prior Year	8019																	
In Lieu Property Taxes	8096																	
Federal	8100-8299		8,354	1.10%	-		-		-		80,587	10.63%	80,587	10.63%	80,587	10.63%	80,587	10.63%
State																		
Lottery - Unrestricted	8560								1,565	1.26%							34,414	27.80%
Lottery - Prop 20 - Restricted	8560								3,577	8.23%							7,149	16.45%
Other State Revenue	8300-8599		-		836	0.32%	-		-								64,350	24.92%
Local																		
Interest	8660																	
AB602 Local Special Education Transfer	8792							35,003	11.40%	-	34,011	11.08%	34,011	11.08%	34,012	11.08%	34,012	11.08%
Other Local Revenues	8600-8799		5,628	3.93%	16,814	11.74%	20,488	14.31%	8,121	5.67%	11,518	8.04%	11,519	8.04%	11,519	8.04%	11,519	8.04%
Total Revenues			\$ 16,125	0.16%	\$ 350,064	3.55%	\$ 387,905	3.93%	\$ 913,364	9.25%	\$ 764,460	7.75%	\$ 764,451	7.75%	\$ 1,178,385	11.94%		
EXPENDITURES																		
Certificated Salaries	1000-1999		260,242	7.36%	271,476	7.67%	290,673	8.22%	295,426	8.35%	302,463	8.55%	302,463	8.55%	302,463	8.55%	302,463	8.55%
Classified Salaries	2000-2999		59,431	6.43%	67,029	7.25%	69,571	7.52%	73,697	7.97%	81,868	8.85%	81,868	8.85%	81,868	8.85%	81,868	8.85%
Benefits	3000-3999		109,505	7.17%	114,423	7.50%	117,896	7.72%	120,675	7.90%	133,012	8.71%	133,012	8.71%	133,012	8.71%	133,012	8.71%
Books & Supplies	4000-4999		58,719	9.50%	38,104	6.17%	152,244	24.64%	40,109	6.49%	41,095	6.65%	41,095	6.65%	41,095	6.65%	41,095	6.65%
Contracts & Services	5000-5999		22,706	2.31%	46,888	4.77%	52,228	5.31%	89,583	9.11%	96,535	9.81%	96,535	9.81%	96,535	9.81%	96,535	9.81%
Capital Outlay	6000-6599		-		51,535	19.09%	14,227	5.27%	13,980	5.18%	23,782	8.81%	23,782	8.81%	23,782	8.81%	23,782	8.81%
Other Outgo	7100-7299																	
Debt Service (see Debt Form)	7400-7499																	
Total Expenditures			\$ 510,603	5.65%	\$ 589,457	6.52%	\$ 696,840	7.71%	\$ 633,470	7.01%	\$ 678,755	7.51%	\$ 678,755	7.51%	\$ 678,755	7.51%	\$ 678,755	7.51%
OTHER SOURCES/USES																		
Other Sources/Contributions to Restricted Programs	8900																	
Other Uses	7600																	
Net Sources & Uses			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
PRIOR YEAR TRANSACTIONS																		
		July 1 -		%		%		%		%		%		%		%		%
		Beginning		Beg Bal		Beg Bal		Beg Bal		Beg Bal		Beg Bal		Beg Bal		Beg Bal		Beg Bal
		Balances																
Accounts Receivable	9210	1,403,282	1,172,707	83.57%									230,575	16.43%				
Prepaid Expenditures	9330																	
Accounts Payable	9510	263,114															263,114	100.00%
Line of Credit Payments	9640																	
Deferred Revenue	9650	8,354	8,354	100.00%														
NET PRIOR YEAR TRANSACTIONS		\$ 1,131,815	\$ 1,164,353		\$ -		\$ -		\$ -		\$ -		\$ 230,575		\$ (263,114)			
OTHER ADJUSTMENTS (LIST)																		
TOTAL MISC. ADJUSTMENTS		\$ -	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
NET REVENUES LESS EXPENDITURES		\$ 669,875	\$ (239,393)		\$ (308,936)		\$ 279,895		\$ 85,705		\$ 316,271		\$ 236,516					
ENDING CASH BALANCE		\$ 3,175,830	\$ 2,936,437		\$ 2,627,501		\$ 2,907,396		\$ 2,993,101		\$ 3,309,372		\$ 3,545,888					

CHARTER NAME: Norton Science and Language Academy

DATE PREPARED: 11/18/2019

2019-20 First Interim Cash Flow

Rev. 4/26/19

		February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance		3,545,888		3,631,585		3,717,282		4,216,911		4,302,606		3,210,282	4,469,515		
REVENUE															
LCFF Sources															
LCFF	8011	638,334	9.11%	638,334	9.11%	638,334	9.11%	638,334	9.11%	638,334	9.11%	638,415	7,008,270	7,008,270	-
EPA	8012					308,020	25.08%					308,020	1,227,960	1,227,960	-
State Aid - Prior Year	8019												-	-	-
In Lieu Property Taxes	8096												-	-	-
Federal	8100-8299	80,587	10.63%	80,587	10.63%	80,587	10.63%	80,587	10.63%	80,587	10.63%	105,133	758,180	758,180	-
State															
Lottery - Unrestricted	8560					34,414	27.80%					53,393	123,786	123,786	0
Lottery - Prop 20 - Restricted	8560					7,150	16.46%					25,572	43,448	43,448	0
Other State Revenue	8300-8599					64,350	24.92%					128,700	258,236	258,236	0
Local															
Interest	8660												-	-	-
AB602 Local Special Education Transfer	8792	34,012	11.08%	34,012	11.08%	34,012	11.08%	34,012	11.08%	34,012	11.08%		307,097	307,097	-
Other Local Revenues	8600-8799	11,519	8.04%	11,519	8.04%	11,519	8.04%	11,519	8.04%	11,519	8.04%		143,200	143,200	(0)
Total Revenues		\$ 764,452	7.75%	\$ 764,452	7.75%	\$ 1,178,386	11.94%	\$ 764,452	7.75%	\$ 764,452	7.75%	\$ 1,259,233	\$ 9,870,177	\$ 9,870,178	\$ 0
EXPENDITURES															
Certificated Salaries	1000-1999	302,463	8.55%	302,463	8.55%	302,463	8.55%	302,463	8.55%	302,463	8.55%		3,537,517	3,537,517	0
Classified Salaries	2000-2999	81,868	8.85%	81,868	8.85%	81,868	8.85%	81,868	8.85%	81,869	8.85%		924,674	924,674	0
Benefits	3000-3999	133,012	8.71%	133,012	8.71%	133,013	8.71%	133,013	8.71%	133,013	8.71%		1,526,599	1,526,599	0
Books & Supplies	4000-4999	41,095	6.65%	41,095	6.65%	41,096	6.65%	41,096	6.65%	41,096	6.65%		617,939	617,939	(0)
Contracts & Services	5000-5999	96,535	9.81%	96,535	9.81%	96,535	9.81%	96,535	9.81%	96,536	9.81%		983,686	983,686	(0)
Capital Outlay	6000-6599	23,782	8.81%	23,782	8.81%	23,782	8.81%	23,783	8.81%	23,783	8.81%		270,000	270,000	(0)
Other Outgo	7100-7299	-		-		-		-		1,178,016	100.00%		1,178,016	1,178,016	-
Debt Service (see Debt Form)	7400-7499	-		-		-		-		-			-	-	-
Total Expenditures		\$ 678,755	7.51%	\$ 678,755	7.51%	\$ 678,757	7.51%	\$ 678,758	7.51%	\$ 1,856,776	20.54%	\$ -	\$ 9,038,431	\$ 9,038,431	\$ (0)
OTHER SOURCES/USES															
Other Sources/Contributions to Restricted Programs	8900												-	-	-
Other Uses	7600												-	-	-
Net Sources & Uses		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
PRIOR YEAR TRANSACTIONS															
			% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal			Remaining Balance	
Accounts Receivable	9210												1,403,282	-	
Prepaid Expenditures	9330												-	-	
Accounts Payable	9510												263,114	(0)	
Line of Credit Payments	9640												-	-	
Deferred Revenue	9650												8,354	-	
NET PRIOR YEAR TRANSACTIONS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 1,131,814	\$ 0	
OTHER ADJUSTMENTS (LIST)															
TOTAL MISC. ADJUSTMENTS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -		
NET REVENUES LESS EXPENDITURES		\$ 85,697		\$ 85,697		\$ 499,629		\$ 85,694		\$ (1,092,324)		\$ 1,259,233	\$ 1,963,561		
ENDING CASH BALANCE		\$ 3,631,585		\$ 3,717,282		\$ 4,216,911		\$ 4,302,606		\$ 3,210,282		\$ 4,469,515			

CHARTER NAME: Norton Science and Language Academy

2020-21 First Interim Cash Flow

DATE PREPARED: 11/18/2019

Rev. 4/26/19

			July	%	August	%	September	%	October	%	November	%	December	%	January	%
			Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud	Estimated	Bud
Beginning Cash Balance	July 1 Cash =		3,210,282		3,609,208		3,365,855		3,263,810		3,705,584		3,829,648		4,284,201	
REVENUE																
LCFF Sources																
LCFF	8011				375,354	5.00%	375,354	5.00%	675,636	9.00%	675,637	9.00%	675,637	9.00%	675,637	9.00%
EPA	8012								317,709	25.00%					317,709	25.00%
State Aid - Prior Year	8019															
In Lieu Property Taxes	8096															
Federal	8100-8299						67,135	9.09%	67,135	9.09%	67,135	9.09%	67,135	9.09%	67,135	9.09%
State																
Lottery - Unrestricted	8560						32,027	25.00%					32,027	25.00%		
Lottery - Prop 20 - Restricted	8560												22,483	50.00%		
Other State Revenue	8300-8599						42,146	5.56%					42,146	5.56%		
Local																
Interest	8660															
AB602 Local Special Education Transfer	8792		25,591	8.33%	25,591	8.33%	25,591	8.33%	25,591	8.33%	25,591	8.33%	25,591	8.33%	25,591	8.33%
Other Local Revenues	8600-8799				7,767	8.33%	7,767	8.33%	7,767	8.33%	7,767	8.33%	7,767	8.33%	7,767	8.33%
Total Revenues			\$ 25,591	0.24%	\$ 408,712	3.77%	\$ 550,020	5.07%	\$ 1,093,838	10.08%	\$ 776,130	7.15%	\$ 872,786	8.05%	\$ 1,093,839	10.08%
EXPENDITURES																
Certificated Salaries	1000-1999		305,487	8.33%	305,487	8.33%	305,487	8.33%	305,487	8.33%	305,487	8.33%	305,487	8.33%	305,487	8.33%
Classified Salaries	2000-2999		79,642	8.33%	79,642	8.33%	79,642	8.33%	79,642	8.33%	79,642	8.33%	79,642	8.33%	79,642	8.33%
Benefits	3000-3999		132,444	8.33%	132,444	8.33%	132,444	8.33%	132,444	8.33%	132,444	8.33%	132,444	8.33%	132,444	8.33%
Books & Supplies	4000-4999		54,892	8.33%	54,892	8.33%	54,892	8.33%	54,892	8.33%	54,892	8.33%	54,892	8.33%	54,892	8.33%
Contracts & Services	5000-5999		79,600	5.47%	79,600	5.47%	79,600	5.47%	79,600	5.47%	79,601	5.47%	79,601	5.47%	129,601	8.91%
Capital Outlay	6000-6599														50,000	16.67%
Other Outgo	7100-7299															
Debt Service (see Debt Form)	7400-7499															
Total Expenditures			\$ 652,065	6.61%	\$ 652,065	6.61%	\$ 652,065	6.61%	\$ 652,065	6.61%	\$ 652,066	6.61%	\$ 652,066	6.61%	\$ 752,066	7.62%
OTHER SOURCES/USES																
Other Sources/Contributions to Restricted Programs	8900															
Other Uses	7600															
Net Sources & Uses			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
PRIOR YEAR TRANSACTIONS																
		July 1 - Beginning Balances		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal
Accounts Receivable	9210	1,259,233	1,025,400	81.43%									233,833	18.57%		
Prepaid Expenditures	9330															
Accounts Payable	9510															
Line of Credit Payments	9640															
Deferred Revenue	9650															
NET PRIOR YEAR TRANSACTIONS		\$ 1,259,233	\$ 1,025,400		\$ -		\$ -		\$ -		\$ -		\$ 233,833		\$ -	
OTHER ADJUSTMENTS (LIST)																
TOTAL MISC. ADJUSTMENTS			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
NET REVENUES LESS EXPENDITURES			\$ 398,926		\$ (243,353)		\$ (102,045)		\$ 441,773		\$ 124,064		\$ 454,553		\$ 341,773	
ENDING CASH BALANCE			\$ 3,609,208		\$ 3,365,855		\$ 3,263,810		\$ 3,705,584		\$ 3,829,648		\$ 4,284,201		\$ 4,625,974	

CHARTER NAME: Norton Science and Language Academy

DATE PREPARED: 11/18/2019

2020-21 First Interim Cash Flow

Rev. 4/26/19

		February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance		4,625,974		4,650,038		4,759,515		5,101,287		5,125,349		3,788,089	5,446,412		
REVENUE															
LCFF Sources															
LCFF	8011	675,637	9.00%	675,637	9.00%	675,637	9.00%	675,637	9.00%	675,637	9.00%	675,637	7,507,077	7,507,077	-
EPA	8012					317,709	25.00%					317,710	1,270,837	1,270,837	-
State Aid - Prior Year	8019												-	-	-
In Lieu Property Taxes	8096												-	-	-
Federal	8100-8299	67,135	9.09%	67,135	9.09%	67,135	9.09%	67,135	9.09%	67,135	9.09%	67,209	738,559	738,559	-
State															
Lottery - Unrestricted	8560			32,027	25.00%					32,028	25.00%		128,109	128,109	0
Lottery - Prop 20 - Restricted	8560			11,241	25.00%					11,241	25.00%		44,965	44,965	0
Other State Revenue	8300-8599			42,146	5.56%					42,146	5.56%	590,000	758,585	758,585	-
Local															
Interest	8660												-	-	-
AB602 Local Special Education Transfer	8792	25,591	8.33%	25,591	8.33%	25,591	8.33%	25,591	8.33%	25,591	8.33%	25,591	307,097	307,097	-
Other Local Revenues	8600-8799	7,767	8.33%	7,767	8.33%	7,767	8.33%	7,767	8.33%	7,767	8.33%	7,767	93,200	93,200	-
Total Revenues		\$ 776,130	7.15%	\$ 861,544	7.94%	\$ 1,093,839	10.08%	\$ 776,130	7.15%	\$ 861,545	7.94%	\$ 1,658,323	\$ 10,848,429	\$ 10,848,430	\$ 1
EXPENDITURES															
Certificated Salaries	1000-1999	305,487	8.33%	305,487	8.33%	305,487	8.33%	305,487	8.33%	305,488	8.33%		3,665,845	3,665,845	-
Classified Salaries	2000-2999	79,642	8.33%	79,643	8.33%	79,643	8.33%	79,643	8.33%	79,643	8.33%		955,708	955,708	-
Benefits	3000-3999	132,444	8.33%	132,444	8.33%	132,444	8.33%	132,444	8.33%	132,445	8.33%		1,589,329	1,589,329	-
Books & Supplies	4000-4999	54,892	8.33%	54,892	8.33%	54,893	8.33%	54,893	8.33%	54,893	8.33%		658,707	658,707	-
Contracts & Services	5000-5999	129,601	8.91%	129,601	8.91%	129,601	8.91%	129,601	8.91%	329,601	22.65%		1,455,208	1,455,208	-
Capital Outlay	6000-6599	50,000	16.67%	50,000	16.67%	50,000	16.67%	50,000	16.67%	50,000	16.67%		300,000	300,000	-
Other Outgo	7100-7299									1,246,735	100.00%		1,246,735	1,246,735	-
Debt Service (see Debt Form)	7400-7499												-	-	-
Total Expenditures		\$ 752,066	7.62%	\$ 752,067	7.62%	\$ 752,068	7.62%	\$ 752,068	7.62%	\$ 2,198,805	22.27%	\$ -	\$ 9,871,532	\$ 9,871,532	\$ -
OTHER SOURCES/USES															
Other Sources/Contributions to Restricted Programs	8900												-	-	-
Other Uses	7600												-	-	-
Net Sources & Uses		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
PRIOR YEAR TRANSACTIONS															
			% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal				Remaining Balance
Accounts Receivable	9210												1,259,233	-	-
Prepaid Expenditures	9330												-	-	-
Accounts Payable	9510												-	-	-
Line of Credit Payments	9640												-	-	-
Deferred Revenue	9650												-	-	-
NET PRIOR YEAR TRANSACTIONS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 1,259,233	\$ -	\$ -
OTHER ADJUSTMENTS (LIST)															
													-	-	-
													-	-	-
													-	-	-
													-	-	-
TOTAL MISC. ADJUSTMENTS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -
NET REVENUES LESS EXPENDITURES		\$ 24,064		\$ 109,477		\$ 341,771		\$ 24,062		\$ (1,337,260)		\$ 1,658,323	\$ 2,236,130		
ENDING CASH BALANCE		\$ 4,650,038		\$ 4,759,515		\$ 5,101,287		\$ 5,125,349		\$ 3,788,089		\$ 5,446,412			

January 29, 2020

Lisa Lamb, President/CEO
Norton Science & Language Academy
17500 Mana Road
Apple Valley, CA 92307

Dear Ms. Lamb:

Thank you for the submission of the **Norton Science & Language Academy's 1st Interim Report** due on **December 2, 2019**, as required by Education Code 47604.33. As part of our County oversight responsibilities, we have completed a review of your 2019-20 1st Interim Report. Our review included an assessment and analysis of the information provided. We look for consistency between the projections and the supplemental data provided and test for reasonableness and verification of information wherever possible.

A detailed narrative is included to document our review and note any findings or concerns. The attached document contains findings and/or concerns noted by staff during the review. Based on our analysis, the data provided supports the Charter's **Positive certification** of the Charter's financial condition.

Additional items requiring further explanation or documents that need to be submitted are outlined in the attached narrative.

Please email written responses to SBCSS.Charters@sbcss.net by February 12, 2020

Please provide a copy of this letter and attached narrative to the Charter School's Board President and David Gruber, Director of Finance. We also strongly recommend you share the letter and narrative with any parties associated with the preparation of your report.

If you have any questions or concerns, please feel free to call me at (909) 386-9615 or Heather Kinney at (909) 388-5732.

Sincerely,

Angel Arrington

Angel Arrington
Business Services Project Manager, II
Business Advisory Services

cc: Richard De Nava, Assistant Superintendent, Business Services – SBCSS
cc: Tom Cassida, Director, Business Advisory Services - SBCSS

Business Services • Richard De Nava, Assistant Superintendent

Business Advisory Services • Thomas Cassida, Director
760 East Brier Drive • San Bernardino, CA 92408 • P: 909.386.9676 • F: 909.386.9690 • www.sbcss.net

NORTON SCIENCE & LANGUAGE ACADEMY

Fiscal Year 2019-20 1st Interim Report

AUTHORIZER REVIEW NARRATIVE

Completed by: Heather Kinney

AVERAGE DAILY ATTENDANCE (ADA) & ENROLLMENT PROJECTIONS:

ADA/Enrollment Projections	2018-19 Actual	2019-20 Projected	2020-21 Projected	2021-22 Projected
Enrollment	786	821	845	1,081
ADA	749.86	784.88	812.29	940.92
ADA/Enrollment Ratio	95.40%	95.60%	96.13%	87.04%
Growth in Enrollment	0.51%	4.45%	2.92%	27.93%

Based on information provided, the charter projects an enrollment increase of 35 students for 2019-20 with growth projected of 24 and 236 in subsequent years. The increase of 236 students is ambitious for fiscal year 2021-22, it may be achievable as the charter will be expanding grade levels and relocating to a new school site. *The County will monitor ADA and enrollment carefully.* **The Charter is requested to provide a breakdown of current enrollment by grade level exported from attendance system.**

REVENUES:

LCFF – The charter is reporting the State Aid portion of Local Control Funding Formula (LCFF) on two-line items, LCFF (8011) and EPA (8012) and has submitted the FCMAT calculator as supporting documentation. The County has also prepared a calculation based on the most current available data. Below is the comparison:

Charter Calculation	2019-20	2020-21	2021-22
COLA	3.260%	3.000%	2.800%
UPP % - Supplemental	78.57%	78.58%	78.00%
UPP % - Concentration	78.27%	78.58%	78.00%
LCFF (8011)	\$7,008,270	\$7,507,077	\$9,107,803
EPA (8012)	\$1,227,960	\$1,270,837	\$1,472,090
Total	\$8,236,230	\$8,777,914	\$10,579,893

County Calculation	2019-20	2020-21	2021-22
COLA	3.260%	3.000%	2.800%
UPP % - Supplemental	78.56%	78.59%	77.98%
UPP % - Concentration	78.56%	78.59%	77.98%
LCFF (8011)	\$7,007,857	\$7,507,632	\$9,106,663
EPA (8012)	\$1,227,966	\$1,270,850	\$1,472,095
Total	\$8,235,823	\$8,778,482	\$10,578,758

The Charter prepared LCFF calculations with no material variances from calculations prepared by the County. The differences noted appear to be from the usage of different unduplicated pupil percentages. The County recommends the Charter be prepared to modify expenditures if enrollment projections don't materialize to the extent possible.

Lottery – The projected lottery funding per Schools Services is a combined rate of \$207 per ADA. It appears the charter is using the combined rate of \$204 which was projected at the time of Adopted Budget.

NORTON SCIENCE & LANGUAGE ACADEMY

Fiscal Year 2019-20 1st Interim Report

AUTHORIZER REVIEW NARRATIVE

Completed by: Heather Kinney

Although the difference is immaterial, using the correct rate would only serve to improve the accuracy of the financial position. *The County recommends the charter revise the rate during 2nd Interim.*

Other Revenues – The charter is reporting various Restricted and Unrestricted Revenues. Revenue projections appear reasonable. The County will continue to monitor and reevaluate as the year progresses.

EXPENDITURES:

Classified Salaries – The charter is projecting classified salaries of \$924,674 for 2019-20 with a projected increase of 3.36% for 2020-21 and 16.17% for 2021-22. The increase in projected salaries appear consistent with increases in projected enrollment.

Certificated Salaries – The charter is projecting certificated salaries of \$3,537,517 with an increase of 3.63% for 2020-21 and a 26.35% for 2021-22. An increase of 10 certificated FTE is projected for 2021-22.

FTE Staffing – Projections are as follows:

2019-20 Ratio	2020-21 Ratio	2021-22 Ratio
23:1	23:1	24:1

Salary and Benefits – Salaries and benefits as a percentage of total expenditures have historically ranged from 73% to 82%. The budget represents a considerably lower trend and there is concern with the accuracy of the projection. **A detailed response rationalizing the decrease in spending trend is required.**

Salary & Benefits as a Percentage of Total Costs	Per Audit Report			
	2015-16	2016-17	2017-18	2018-19
Certificated Salaries	\$ 2,713,323	\$ 2,941,333	\$ 3,059,166	3,234,819.00
Classified Salaries	1,295,683	900,416	890,085	823,638.00
Benefits	1,282,680	1,277,268	1,704,426	1,628,282.00
Total Cost	\$ 5,291,686	\$ 5,119,017	\$5,653,677	\$5,686,739
Total Expense	\$ 7,263,224	\$ 6,631,616	\$ 6,911,556	\$7,486,857
% of Total Expenditures	73%	77%	82%	76%

Salary & Benefits as a Percentage of Total Costs	Projected	Projected	Projected
	2019-20	2020-21	2021-22
Certificated Salaries	\$ 3,537,517.00	\$3,665,845.00	\$4,631,873.00
Classified Salaries	924,674.00	955,708.00	1,110,227.00
Benefits	1,526,599.00	1,589,329.00	1,883,323.00
Total Cost	\$ 5,988,790	\$6,210,882	\$7,625,423
Total Expense	\$9,038,431	\$9,871,532	\$13,049,506
% of Total Expenditures	66%	63%	58%

Oversight Fee – The 1% oversight fee has been included within the assumptions and appears to be included in the multi-year projections.

NORTON SCIENCE & LANGUAGE ACADEMY

Fiscal Year 2019-20 1st Interim Report

AUTHORIZER REVIEW NARRATIVE

Completed by: Heather Kinney

Contribution to LCER – The Charter projects \$1,178,016 for 2019-20. This amount represents 12.5% of LCFF and a 50/50 match with AAE for projected SELPA costs. Its included in Other Outgo (object codes 7100-7200) and clearly identifiable when reviewing the budget.

FACILITIES:

Rent/Utilities – The charter included rent of \$190,000 for 2019-20 and \$690,000 for 2020-21 with utilities projected at \$92,500 and \$95,000, respectively. For 2021-22, the budget indicates no facility rent and projects utility cost of \$150,000. The increase in rent for 2020-21 is consistent with the new lease agreement effective January 2020. The rent and utilities are reasonable for 2021-22 as the Charter will be in the new facility.

DEBT: The Charter is indicating \$1,082,000 in reportable debt in 2021-22. Since the Charter is still in the process of finalizing the bond issuance this amount is an estimate and subject to change but should not exceed \$2.1 million.

FUND BALANCE/TRENDS: The charter's 2019-20 Beginning Fund Balance agrees to the reported 2018-19 Unaudited Ending Fund Balance of \$3,156,670 and Audited Ending Fund Balance of \$3,384,525. The projected ending fund balance for 2019-20 is \$4,216,272. The charter continues to maintain a positive ending balance in each subsequent year and no deficit spending.

RESERVE FOR ECONOMIC UNCERTAINTIES: As reported, reserve levels are sufficient and meet the required minimum fund balance of 4% of total expenditures. The charter anticipates reserves of approximately 39% for 2019-20.

ENDING CASH POSITION AND MONTHLY CASH FLOWS: The cash flow provided indicates a positive cash balance at the end of each month and at the end of the fiscal year. The July 1 beginning cash agrees to the 2018-19 audited cash balance.

2019 AUDIT REPORT: Through review of the Charter's 2019 Audit Report, it appears there is a discrepancy with the beginning balance indicated by auditors. The beginning balance should be consistent with prior year's audit report and corresponding Unaudited Actuals. **A detailed response is required from your auditor regarding the differences.**

SUMMARY: Norton Science and Language Academy continues to maintain a healthy financial position. With a new location opening in 2021-22, the budget reflects a realistic growth in anticipated revenue and expenditures. SBCSS Charter Oversight Office appreciates the timely submission of the 1st interim report and continued communication over bond issuance.


[Logoff](#)

Federal Cash Management Data Collection

Data Collection

Fiscal Year 2019-20, CMDC Report: 3

Academy for Academic Excellence (CDS Code: 36750773631207)

Reporting started on Friday, January 10, 2020 12:01 AM. The deadline is Friday, January 31, 2020 11:59 PM.

[Instructions for reporting federal cash management data](#)

Required entries are indicated by an asterisk (*).

Data Collection

Title I, Part A

Resource Code: 3010

*Cash Balance:

Title II, Part A

Resource Code: 4035

*Cash Balance:

Title IV, Part A

Resource Code: 4127

*Cash Balance:

Submission

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812 and CFR 200.415).

First Name: Veronica

Last Name: Calderon

Title: GA Generalist II

E-mail: VCALDERON@LCER.ORG

Questions: Leslie Sharp | FederalCashManagement@cde.ca.gov | 916-323-4977

California Department of Education

1430 N Street

Sacramento, CA 95814

263

[Web Policy](#)



Federal Cash Management Data Collection

Data Collection

Fiscal Year 2019-20, CMDC Report: 3

Norton Science and Language Academy (CDS Code: 36103630115808)

Reporting started on Friday, January 10, 2020 12:01 AM. The deadline is Friday, January 31, 2020 11:59 PM.

[Instructions for reporting federal cash management data](#)

Required entries are indicated by an asterisk (*).

Data Collection

Title I, Part A

Resource Code: 3010

*Cash Balance:

Title II, Part A

Resource Code: 4035

*Cash Balance:

Title III, LEP

Resource Code: 4203

*Cash Balance:

Title IV, Part A

Resource Code: 4127

*Cash Balance:

Submission

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812 and CFR 200.415).

First Name: Veronica

Last Name: Calderon

Title: GA Generalist II

E-mail: vcalderon@lcer.org

Testing Production Database

**LEWIS CENTER FOUNDATION
COMBINED BALANCE SHEET AND INCOME STATEMENT
December 1 - December 31, 2019**

CHECKING (LEWIS CENTER FOUNDATION)

Beginning Balance		\$49,980.78
Revenue		
Online Donations to NSLA Capital Campaign	\$200.00	
Transfer from Savings - Chile Exchange Host Gifts	\$1,051.72	
Edison Scholarship	\$5,000.00	
2019 Victor Valley Regional Open Golf Tournament Sponsorships	\$500.00	
<i>Total</i>	\$6,751.72	
Expenditures		
Toni Preciado - Reimburse for Chile Exchange Host Gifts	\$664.58	
Transfer to Savings - NSLA Capital Campaign	\$100.00	
<i>Total</i>	\$764.58	
Ending Balance	<i>Total</i>	\$55,967.92

SAVINGS (LEWIS CENTER FOUNDATION)

Beginning Balance		
Restricted Funds - AAE Capital Campaign		\$97,595.45
Restricted Funds- NSLA Capital Campaign		\$33,469.40
Restricted Funds - Davis Endowment		\$12,025.27
Restricted Funds - HiDAS Endowment		\$63,797.30
Restricted Funds - Scholarships		\$28,582.09
Unrestricted Funds		\$53,292.97
		\$288,762.47
Revenue		
Transfer from Checking - NSLA Capital Campaign	\$100.00	
Global Exchange Programs Donation	\$14,000.00	
AAE Staff Scholarship	\$15.00	
Phillips 66 Community Donation	\$129.15	
Interest	\$26.04	
<i>Total</i>	\$14,270.19	
Expenditures		
Transfer to Checking - Global Exchange Programs	\$1,051.72	
<i>Total</i>	\$1,051.72	
Ending Balance		
Restricted Funds - AAE Capital Campaign		\$97,604.82
Restricted Funds - NSLA Capital Campaign		\$33,571.48
Restricted Funds - Davis Endowment		\$12,026.32
Restricted Funds - Global Exchange Programs		\$12,948.28
Restricted Funds - HiDAS Endowment		\$63,803.55
Restricted Funds - Scholarships		\$28,600.22
Unrestricted Funds		\$53,426.28
		\$301,980.94
	<i>Total</i>	\$301,980.94
Total Checking and Savings		\$357,948.86

**LCER Board Meetings
Attendance Log 2019**

	February Regular	March Regular	April Regular	May Regular	June Regular	August Regular	Sept. Regular	Oct Regular	Nov Regular	Dec Regular	TOTAL REGULAR

Duberly Beck	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	100%
Sharon Page	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	100%
Jessica Rodriguez			Present	Present	Present	Present	Present	Present	Present	Present	100%
Rick Wolf	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	100%
Jim Morris	Present	Present	Present	Present	Present	Present	Absent	Present	Absent	Present	80%
Omari Onyango	Present	Absent	Present	Present	Present	Absent	Present	Present	Present	Present	80%
David Rib	Absent	Present	Present	Present	Present	Absent	Present	Present	Present	Present	80%
Pat Caldwell	Present	Present	Absent	Present	Present	Absent	Absent	Present	Present	Present	70%
Marcia Vargas	Present	Present	Present	Absent	Absent	Present	Absent	Present	Present	Present	70%

	Jan. 24 Special	Feb. 25 Special	June 6 Special	June 18 Special	August 9 Special		TOTAL SPECIAL
Duberly Beck	Present	Present	Present	Present	Present		100%
Sharon Page	Present	Present	Present	Present	Present		100%
Jessica Rodriguez			Present	Present	Present		100%
Pat Caldwell	Absent	Present	Present	Present	Present		80%
Marcia Vargas	Present	Present	Absent	Absent	Present		60%
Rick Wolf	Present	Present	Absent	Absent	Present		60%
Omari Onyango	Absent	Present	Present	Absent	Absent		40%
David Rib	Present	Absent	Absent	Present	Absent		40%
Jim Morris	Absent	Absent	Present	Absent	Present		40%

LCER Board Give and Get
Current Fiscal Year 2019 /2020

Member	Give	Get	In-kind	Total
Duberly Beck	\$ 500			\$ 500
Pat Caldwell		\$ 1,150		\$ 1,150
James Morris				\$ -
Omari Onyango	\$ 1,400			\$ 1,400
Sharon Page	\$ 150			\$ 150
Jessica Rodriguez	\$ 150			\$ 150
David Rib		\$ 1,500		\$ 1,500
Marcia Vargas	\$ 1,723			\$ 1,723
Rick Wolf				\$ -
Total	\$ 3,923	\$ 2,650	\$ -	\$ 6,573