

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 14, 2022 - Public Meeting – 4:30 p.m.**

**Meeting at 230 S. Waterman Ave., San Bernardino, CA, Bldg D (Multipurpose Room)**  
**Additional Locations: 17500 Mana Rd., Apple Valley, CA, Bldg H (Bud Biggs Multipurpose Room)**  
**2150 Cordillera Ave. Colton 92324**

**To participate by teleconference, register for the meeting at this link:**

**<https://attendee.gotowebinar.com/rt/6305717194233748747>**

**Dial in using your phone: +1 (415) 930-5321 Passcode: 670-496-002**

1. **CALL TO ORDER AND PLEDGE OF ALLEGIENCE:** Chairman Rodriguez
2. **ROLL CALL:** Chairman Rodriguez
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 and/or 250 words per person and 15 minutes per topic shall be observed. If more than one person wishes to speak on the same topic, subsequent speakers should limit their remarks to new information only. If you are attending virtually and wish to send in a public comment to be read at this meeting, please complete a “Registration Card to Address the Board” (located on the website) and email it to the Secretary at [lcerboard@lcer.org](mailto:lcerboard@lcer.org). Your comment will be read at the meeting during public comments or as the agenda item is heard.
4. **SPECIAL PRESENTATIONS:**
  - .01 Introduce Pat Schlosser, newly appointed Apple Valley Unified School District Representative to the LCER Board of Directors – Lisa Lamb
  - .02 LCER Ambassadors Update
  - .03 NSLA ASB Update
  - .04 Presentation to Rick Wolf, AVUSD Representative – Lisa Lamb
  - .05 Presentation of LCER 2020-21 Audit – Jeff Nigro, Nigro & Nigro – Pg 3
  - .06 AAE Annual School Update – Valli Andreasen
5. **DISCUSSION ITEMS:**
  - .01 COVID Update – Lisa Lamb
  - .02 Discuss AB361 Relating to Open Meetings – Lisa Lamb
  - .03 NSLA Gym Construction Project Timeline and Update – David Gruber
  - .04 Lewis Center Foundation Update – Lisa Lamb
6. **CONSENT AGENDA:**
  - .01 Approve Minutes of the January 10, 2022 Regular LCER Board Meeting – Pg 45
  - .02 Approve LCER Ambassador Field Trip to Sacramento Week of March 28-April 1, 2022 – Pg 47
7. **ACTION ITEMS:**
  - .01 Jessica Rodriguez, LCER Board Chair, to Appoint Tyler Jaramillo as the Lewis Center Foundation Board Chair
  - .02 Approve Charter School Property Solutions Agreement for NSLA Gym Construction – David Gruber – Pg 49
  - .03 Approve NearCal Agreement for NSLA Gym Construction – David Gruber – Pg 61
  - .04 Approve Data Sharing MOU with Lewis Center for Educational Research and County of San Bernardino Transitional Assistance Department – David Gruber – Pg 103
  - .05 Approve AAE Safety Plan – Valli Andreasen – Pg 111
  - .06 Approve NSLA Safety Plan – Fausto Barragan – Pg 168

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

- .01 President/CEO Report – Pg 213
- .02 LCER Grant Tracking Report – Pg 219
- .03 LCER Financial Reports
  - Checks Over \$10K – Pg 220
  - Budget Comparisons – Pg 221
  - Lewis Center Foundation Finance Reports – Pg 223
- .04 Supplemental LCAP Reports for AAE and NSLA – Pg 225
- .05 AAE and NSLA Enrollment Data – Pg 253
- .06 LCER Board Attendance Log – Pg 255

**9. BOARD/STAFF COMMENTS:**

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

**10. CLOSED SESSION:** Public Employee Discipline/Dismissal/Release

**11. ADJOURNMENT:** Chairman Rodriguez



**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, 2021**



**NIGRO & NIGRO<sup>PC</sup>**

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

*For the Fiscal Year Ended June 30, 2021*

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***Financial Section***

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## 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, 2021, 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 *2020-21 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**

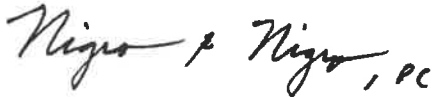
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the High Desert "Partnership in Academic Excellence" Foundation, Inc., as of June 30, 2021, and the changes in its net assets and its cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters***Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The supplementary information on pages 20 to 24 and the schedule of expenditures of federal awards on page 25 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 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. 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 19 has not been subjected to the auditing procedures applied in the audit of the 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 January 19, 2022, 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 the effectiveness of the Foundation's 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  
January 19, 2022

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

*Statement of Financial Position  
June 30, 2021*

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**ASSETS**

Current assets:

Cash and cash equivalents	\$	9,273,430
Accounts receivable		8,734,548
Prepaid expenses		164,533
Total current assets		<u>18,172,511</u>

Capital assets:

Non-depreciable assets		2,349,983
Depreciable assets		16,370,042
Accumulated depreciation		<u>(7,820,159)</u>
Total capital assets		<u>10,899,866</u>

**Total Assets** \$ 29,072,377

**LIABILITIES AND NET ASSETS**

**Liabilities**

Current liabilities:

Accounts payable	\$	586,903
Unearned revenues		<u>151,513</u>

Total liabilities 738,416

**Net assets**

Without donor restrictions:

Designated		86,488
Undesignated		27,301,441
With donor restrictions		<u>946,032</u>

Total net assets 28,333,961

**Total Liabilities and Net Assets** \$ 29,072,377



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

*Statement of Activities*

*For the Fiscal Year Ended June 30, 2021*

	Without Donor Restrictions	With Donor Restrictions	Total
<b>Revenues, gains, and other support</b>			
LCFF revenues	\$ 21,094,054	\$ -	\$ 21,094,054
Federal revenues	-	2,936,904	2,936,904
State Special Education	-	1,362,579	1,362,579
STRS on behalf contribution	-	255,594	255,594
Other state revenues	437,118	2,217,799	2,654,917
Other local revenues	5,069,488	138,985	5,208,473
Net assets released from restrictions	6,282,466	(6,282,466)	-
<b>Total revenues, gains, and other support</b>	<b>32,883,126</b>	<b>629,395</b>	<b>33,512,521</b>
<b>Expenses</b>			
Program Services:			
Education	17,195,074	-	17,195,074
Supporting Services:			
Management and general	9,381,726	-	9,381,726
Fundraising	3,464	-	3,464
<b>Total expenses</b>	<b>26,580,264</b>	<b>-</b>	<b>26,580,264</b>
<b>Change in net assets</b>	<b>6,302,862</b>	<b>629,395</b>	<b>6,932,257</b>
<b>Net Assets</b>			
Beginning of year, as originally stated	23,676,302	316,637	23,992,939
Adjustment for restatement (Note 10)	(2,591,235)	-	(2,591,235)
Beginning of year, as restated	21,085,067	316,637	21,401,704
End of year	\$ 27,387,929	\$ 946,032	\$ 28,333,961

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

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

*Statement of Cash Flows*

*For the Fiscal Year Ended June 30, 2021*

**CASH FLOWS FROM OPERATING ACTIVITIES**

Change in net assets	\$	6,932,257
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities:		
Depreciation		608,191
Loss on retirement of capital assets		(56,935)
(Increase) decrease in operating assets:		
Accounts receivable		(5,453,195)
Prepaid expenses		(59,286)
Increase (decrease) in operating liabilities:		
Accounts payable		6,383
Unearned revenues		126,056
		<u>2,103,471</u>
Net cash provided (used) by operating activities		<u>2,103,471</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Proceeds from transfer of construction costs		52,221
Purchase of furniture and equipment		(198,427)
		<u>(146,206)</u>
Net cash provided (used) by investing activities		<u>(146,206)</u>

**CASH FLOWS FROM FINANCING ACTIVITIES**

Paycheck Protection Program loan forgiveness		(3,462,600)
Payments on outstanding loans and leases		(62,598)
		<u>(3,525,198)</u>
Net cash provided (used) by financing activities		<u>(3,525,198)</u>

Net increase (decrease) in cash (1,567,933)

**Cash and cash equivalents:**

Beginning of year		<u>10,841,363</u>
End of year	\$	<u><u>9,273,430</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 Functional Expenses*

*For the Fiscal Year Ended June 30, 2021*

	<u>Program Services</u>	<u>Supporting Services</u>	<u>Supporting Services</u>	<u>Total</u>
	<u>Education</u>	<u>Management And General</u>	<u>Fundraising</u>	<u>Expenditures</u>
Certificated salaries	\$ 9,393,321	\$ 1,005,917	\$ -	\$ 10,399,238
Classified salaries	1,169,309	2,063,647	-	3,232,956
Benefits	3,660,293	1,365,195	-	5,025,488
Total Salaries and Benefits	<u>14,222,923</u>	<u>4,434,759</u>	<u>-</u>	<u>18,657,682</u>
Books & supplies	2,515,277	1,835,309	-	4,350,586
Services, other operating expenses	456,874	2,497,967	3,464	2,958,305
Depreciation	-	608,191	-	608,191
Debt service	-	5,500	-	5,500
Totals	<u>\$ 17,195,074</u>	<u>\$ 9,381,726</u>	<u>\$ 3,464</u>	<u>\$ 26,580,264</u>

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

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

*Notes to Financial Statements  
June 30, 2021*

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**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, 2021, 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 Foundation 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 Foundation. The Foundation’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.

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

*Notes to Financial Statements  
June 30, 2021*

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Revenue and Revenue Recognition**

Revenue is recognized when earned. Operating funds for the Foundation are derived principally from state and federal sources. The Foundation receives state funding based on each of the enrolled student’s average daily attendance (ADA) in its school. The Foundation receives federal grants, which are paid through the California Department of Education or other state agencies. Revenues related to these federal grants are recognized when qualifying expenses have been incurred and when all other grant requirements have been met. Unrestricted support given by the state is recognized as revenue when received. Any such funds received in advance are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively.

**E. 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.

**F. Contributed Services**

During the year ended June 30, 2021, 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 Foundation, but these services do not meet the criteria for recognition as contributed services.

**G. 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.

**H. 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.

**I. 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 two financial institutions. As of June 30, 2021, the Foundation did not hold any cash as investments.

**J. Custodial Credit Risk**

The Foundation maintains its cash at two 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, 2021, the Foundation had cash in the amount of \$9,717,605, which was exposed to this risk.

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

*Notes to Financial Statements  
June 30, 2021*

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**K. 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.

**L. Prepaid Expenses**

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

**M. 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:

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

Depreciation expense for 2020-21 was \$608,191.

**N. 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.

**O. 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.

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

*Notes to Financial Statements  
June 30, 2021*

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**O. Fair Value Measurements (continued)**

*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.

**P. 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:

<b>Expense</b>	<b>Method of Allocation</b>
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

**NOTE 2 – LIQUIDITY AND AVAILABILITY**

The Foundation’s financial assets available within one year of the Statement of Financial Position date for general expenditure are as follows:

Cash and cash equivalents	\$ 9,273,430
Accounts receivable	8,734,548
Prepaid expenses	164,533
Less: With donor restrictions	<u>(946,032)</u>
Total liquidity	<u>\$ 17,226,479</u>

The Foundation’s policy for liquidity management requires that it structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

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

*Notes to Financial Statements  
June 30, 2021*

**NOTE 3 – ACCOUNTS RECEIVABLE**

Accounts receivable as of June 30, 2021, consisted of the following:

Federal Government:			
Special education		\$	319,324
Juno project			131,243
School lunch and breakfast program			83,229
Other federal			79,644
ESSER			74,279
GEER			70,451
State Government:			
LCFF			6,401,135
Special education			457,184
In- person instruction			323,667
Lottery			194,853
Expanded learning opportunity			86,665
Other state			6,804
Local:			
Reimbursables			492,919
Other local			13,151
			<u>13,151</u>
	<b>Total</b>	<b>\$</b>	<b>8,734,548</b>

**NOTE 4 – CAPITAL ASSETS AND DEPRECIATION**

A schedule of changes in capital assets for the year ended June 30, 2021, is shown below:

	Balance, July 1, 2020	Restatements	Additions	Retirements	Balance, June 30, 2021
Capital assets not being depreciated:					
Land	\$ 798,729	\$ -	\$ -	\$ -	\$ 798,729
Construction in progress	1,268,221	335,254	-	52,221	1,551,254
Total capital assets not being depreciated	<u>2,066,950</u>	<u>335,254</u>	<u>-</u>	<u>52,221</u>	<u>2,349,983</u>
Capital assets being depreciated:					
Buildings & improvements	13,760,422	(78,570)	-	-	13,681,852
Furniture & equipment	1,844,702	(199,907)	198,427	-	1,843,222
Leasehold improvements	4,821,728	(3,976,760)	-	-	844,968
Total capital assets being depreciated	<u>20,426,852</u>	<u>(4,255,237)</u>	<u>198,427</u>	<u>-</u>	<u>16,370,042</u>
Accumulated depreciation for:					
Buildings & improvements	(5,561,071)	(35,015)	(363,995)	-	(5,960,081)
Furniture & equipment	(1,217,625)	(14,141)	(65,640)	(56,935)	(1,240,471)
Leasehold improvements	(1,818,955)	1,377,904	(178,556)	-	(619,607)
Total accumulated depreciation	<u>(8,597,651)</u>	<u>1,328,748</u>	<u>(608,191)</u>	<u>(56,935)</u>	<u>(7,820,159)</u>
Total capital assets being depreciated, net	<u>11,829,201</u>	<u>(2,926,489)</u>	<u>(409,764)</u>	<u>(56,935)</u>	<u>8,549,883</u>
Total capital assets, net	<u>\$ 13,896,151</u>	<u>\$ (2,591,235)</u>	<u>\$ (409,764)</u>	<u>\$ (4,714)</u>	<u>\$ 10,899,866</u>



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

*Notes to Financial Statements  
June 30, 2021*

**NOTE 5 – LONG-TERM LIABILITIES**

A schedule of changes in long-term liabilities for the year ended June 30, 2021, is shown below:

	Balance, July 1, 2020	Additions	Deductions	Balance, June 30, 2021
Capital leases	\$ 62,598	\$ -	\$ 62,598	\$ -

**NOTE 6 – NET ASSET CLASSIFICATIONS**

Net assets with donor restrictions consisted of the following at June 30, 2021:

	Balance June 30, 2021
<b>Net assets subject to expenditure for specified purpose:</b>	
Expanded learning opportunités	\$ 787,105
Classified school employee professional development	11,310
Restricted for capital campaigns	47,889
Restricted for global exchange program	12,964
Restricted for scholarships	11,330
Restricted for Davis Aeronautics	544
Total	<u>871,142</u>
 <b>Subject to spending policy and appropriation:</b>	
HIDAS Endowment	63,890
Davis Aeronautics	11,000
Total	<u>74,890</u>
Total net assets with donor restrictions	<u>\$ 946,032</u>

Net assets with internal board designations consisted of the following at June 30, 2021:

<b>Designated by the board for:</b>	
Capital campaigns	\$ 66,003
Scholarships	20,485
Total net assets with internal designations	<u>\$ 86,488</u>

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

*Notes to Financial Statements  
June 30, 2021*

**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, 2019, 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: <https://www.calstrs.com/general-information/gasb-6768>.

**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 non-employer 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, 2021, are summarized as follows:

	<b>STRP Defined Benefit Program</b>	
	<b>On or before December 31, 2012</b>	<b>On or after January 1, 2013</b>
Hire Date		
Benefit Formula	2% at 60	2% at 62
Benefit Vesting Schedule	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	60	62
Monthly Benefits as a Percentage of Eligible Compensation	2.0%-2.4%	2.0%-2.4%
Required Member Contribution Rate	10.25%	10.205%
Required Employer Contribution Rate	16.15%	16.15%
Required State Contribution Rate	10.328%	10.328%

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

*Notes to Financial Statements  
June 30, 2021*

**NOTE 7 – EMPLOYEE RETIREMENT PLANS (continued)**

**A. California State Teachers’ Retirement System (CalSTRS) (continued)**

**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 June 2019, California Senate Bill 90 (SB 90) was signed into law and appropriated approximately \$2.2 billion in fiscal year 2018–19 from the state’s General Fund as contributions to CalSTRS on behalf of employers. The bill requires portions of the contribution to supplant the amounts remitted by employers such that the amounts remitted will be 1.03 and 0.70 percentage points less than the statutorily required amounts due for fiscal years 2019–20 and 2020–21, respectively. The remaining portion of the contribution, approximately \$1.6 billion, was allocated to reduce the employers’ share of the unfunded actuarial obligation of the Defined Benefit Program.

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

	Contribution	Required Contribution Rate
2020-21	\$ 1,507,328	16.15%
2019-20	\$ 1,514,620	17.10%
2018-19	\$ 1,267,750	16.28%

**On-Behalf Payments**

The State of California makes contributions to CalSTRS on behalf of the Foundation. These payments consist of State General Fund contributions to CalSTRS pursuant to Sections 22954 and 22955.1 of the Education Code and Public Resources Code Section 6217.5. In addition, for the 2018-19 fiscal year, California Senate Bill No. 90 (SB 90) was signed into law on June 27, 2019, and appropriated supplemental contributions. Under accounting principles generally accepted in the United States of America, these amounts are reported as revenues and expenditures in the fund financial statements. The total amount recognized by the Foundation for its proportionate share of the State’s on-behalf contributions is \$255,594.

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

**Plan Description**

Qualified employees are eligible to participate in the Foundations 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, 2019 annual actuarial valuation report, Schools Pool Accounting Report. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: <https://www.calpers.ca.gov/page/employers/actuarial-resources/gasb>.

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

*Notes to Financial Statements  
June 30, 2021*

**NOTE 7 – EMPLOYEE RETIREMENT PLANS (continued)**

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

**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, 2021, are summarized as follows:

	<u>Schools Pool (CalPERS)</u>	
	On or before December 31, 2012	On or after January 1, 2013
Hire Date		
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	2.0 – 2.5%	2.0 – 2.5%
Required Employee Contribution Rate	7.00%	7.00%
Required Employer Contribution Rate	20.70%	20.70%

**Contributions**

The benefits for the defined benefit pension plans are funded by contributions from members, employers, non-employers, and earnings from investments. Member and employer contributions are a percentage of applicable member compensation. Member contribution rates are defined by law and depend on the respective employer's benefit formulas. In some circumstances, contributions are made by the employer to satisfy member contribution requirements. Member and employer contribution rates are determined by periodic actuarial valuations or by state statute. Actuarial valuations are based on the benefit formulas and employee groups of each employer. Non-employer contributions are not expected each year, but when provided they are accrued for. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2021 are presented above.

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

	<u>Contribution</u>	<u>Required Contribution Rate</u>
2020-21	\$ 764,845	20.700%
2019-20	\$ 709,699	19.721%
2018-19	\$ 624,094	18.062%

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

*Notes to Financial Statements  
June 30, 2021*

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**NOTE 7 – EMPLOYEE RETIREMENT PLANS (continued)**

**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.

**NOTE 8 – COMMITMENTS AND CONTINGENCIES**

**A. 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, 2021.

**B. Purchase Commitments**

The Foundation has open contract purchase commitments for \$10.1 million related to various construction projects, most notably for the expansion and relocation of its Norton campus.

**NOTE 9 – RELATED PARTY TRANSACTIONS**

**A. 17500 Mana Road LLC**

The Lewis Center for Educational Research refinanced its long-term debt during the 2019-20 Fiscal Year. The goal for the refinance was to consolidate all 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.

In order to achieve this refinance, the Lewis Center for Educational Research created a separate limited liability company (LLC), 17500 Mana Road LLC, to include all current refinanced debt as well as new issuances totaling approximately \$3.5 million. Through the California Enterprise Development Authority, the LLC issued Charter School Revenue Bonds of \$9,365,000 with a final maturity date of July 1, 2055. 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.

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

*Notes to Financial Statements  
June 30, 2021*

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**NOTE 9 – RELATED PARTY TRANSACTIONS (continued)**

**A. 17500 Mana Road LLC (continued)**

The debt related to the bonds, as well as the facilities to be constructed from the proceeds, are in the name of the LLC, therefore, all assets acquired or constructed from the proceeds and related debt are recorded on the financial statements of the LLC. The LLC leases the facilities to the Foundation, with lease payments being made semi-annually to coincide with the debt service requirements on the bonds.

Future lease payments to be made by the Foundation to the LLC are as follows:

Fiscal Year	Principal Payment	Interest Payment	Total
2021-2022	\$ 115,000	\$ 458,200	\$ 573,200
2022-2023	120,000	453,025	573,025
2023-2024	125,000	447,625	572,625
2024-2025	130,000	442,000	572,000
2025-2026	135,000	436,150	571,150
2026-2031	770,000	2,082,100	2,852,100
2031-2036	975,000	1,872,500	2,847,500
2036-2041	1,245,000	1,603,000	2,848,000
2041-2046	1,595,000	1,258,250	2,853,250
2046-2051	2,025,000	818,750	2,843,750
2051-2056	2,020,000	258,750	2,278,750
	<u>\$ 9,255,000</u>	<u>\$ 10,130,350</u>	<u>\$ 19,385,350</u>

**B. 230 South Waterman Avenue LLC**

The development of a new campus for the Norton Science and Language Academy created the necessity to have new bonds issued for the campus. This project allows 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.

In order to achieve this objective, the Lewis Center for Educational Research created a separate limited liability company (LLC), 230 South Waterman Avenue LLC. Through the California Enterprise Development Authority, the LLC issued Charter School Revenue Bonds of \$40,895,000 with a final maturity date of June 25, 2058. The newly acquired debt will provide the financing for the costs of the acquisition, renovation, improvement, furnishing and equipping of land and educational facilities to be leased to the Foundation for use as the school campus located at 230 S. Waterman Avenue, San Bernardino, California.

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

*Notes to Financial Statements  
June 30, 2021*

**NOTE 9 – RELATED PARTY TRANSACTIONS (continued)**

**B. 230 South Waterman Avenue LLC (continued)**

The debt related to the bonds, as well as the facilities to be constructed from the proceeds, are in the name of the LLC, therefore, all assets acquired or constructed from the proceeds and related debt are recorded on the financial statements of the LLC. The LLC leases the facilities to the Foundation, with lease payments being made monthly to coincide with the debt service requirements on the bonds.

Future lease payments to be made by the Foundation to the LLC are as follows:

Fiscal Year	Principal Payment	Interest Payment	Total
2021-2022	\$ -	\$ 2,555,937	\$ 2,555,937
2022-2023	305,000	2,555,938	2,860,938
2023-2024	320,000	2,536,875	2,856,875
2024-2025	340,000	2,516,875	2,856,875
2025-2026	365,000	2,495,625	2,860,625
2026-2031	2,180,000	12,107,813	14,287,812
2031-2036	2,955,000	11,335,938	14,290,938
2036-2041	3,995,000	10,290,313	14,285,313
2041-2046	5,415,000	8,875,313	14,290,313
2046-2051	7,335,000	6,957,500	14,292,500
2051-2056	9,930,000	4,360,313	14,290,313
2056-2058	7,755,000	820,938	8,575,938
	<u>\$ 40,895,000</u>	<u>\$ 67,409,375</u>	<u>\$ 108,304,375</u>

**NOTE 10 – ADJUSTMENTS FOR RESTATEMENTS**

During the 2020-21 fiscal year, the School realized there was an error in the 2019-20 audit report. Assets that were liquidated or transferred to the Foundation’s LLC due to closing the Norton Science and Language Academy campus were not reported in the audit report in the amount of \$2,591,235. These assets should have been removed from capital assets at June 30, 2020. As a result, the School has restated the beginning balance of its net assets as of July 1, 2020 by that amount, as shown in Note 4.

**NOTE 11 – SUBSEQUENT EVENTS**

Events subsequent to June 30, 2021 have been evaluated through January 19, 2022, the date at which the Foundation’s audited financial statements were available to be issued.

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*Supplementary Information*

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

*Organizational Structure  
June 30, 2021*

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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 Academy for Academic Excellence (Charter No. 0127), 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, 2021, the Foundation included grades K-8.

**BOARD OF DIRECTORS**

<b>Member</b>	<b>Office</b>	<b>Term Expires</b>
David Rib	Chairman of the Board	December, 2021
Jessica Rodriguez	Vice Chairman	December, 2022
Torii Gray	Secretary	December, 2022
Kevin Porter	Treasurer	December, 2022
Patricia Caldwell	Member	December, 2021
Omari Onyango	Member	December, 2021
James Morris	Member	December, 2024
Sharon Page	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, 2021*

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research	Total
<b>ASSETS</b>				
Cash	\$ 4,040,102	\$ 4,663,148	\$ 570,180	\$ 9,273,430
Accounts receivable	4,777,165	3,353,224	604,159	8,734,548
Prepaid expenses	71,514	55,125	37,894	164,533
Capital assets:				
Non-depreciable assets	-	-	2,349,983	2,349,983
Depreciable assets	253,465	154,659	15,961,918	16,370,042
Accumulated depreciation	(71,759)	(83,221)	(7,665,179)	(7,820,159)
<b>Total Assets</b>	<b>\$ 9,070,487</b>	<b>\$ 8,142,935</b>	<b>\$ 11,858,955</b>	<b>\$ 29,072,377</b>
<b>LIABILITIES AND NET ASSETS</b>				
<b>Liabilities</b>				
Accounts payable	\$ 295,247	\$ 286,385	\$ 5,271	\$ 586,903
Unearned revenues	116,779	34,734	-	151,513
<b>Total liabilities</b>	<b>412,026</b>	<b>321,119</b>	<b>5,271</b>	<b>738,416</b>
<b>Net assets</b>				
Without donor restrictions	8,158,040	7,523,822	11,706,067	27,387,929
With donor restrictions	500,421	297,994	147,617	946,032
<b>Total net assets</b>	<b>8,658,461</b>	<b>7,821,816</b>	<b>11,853,684</b>	<b>28,333,961</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 9,070,487</b>	<b>\$ 8,142,935</b>	<b>\$ 11,858,955</b>	<b>\$ 29,072,377</b>

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

*Statement of Activities – Combined Charter Schools  
June 30, 2021*

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research	Eliminations	Total
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>					
LCFF revenues	\$ 12,847,146	\$ 8,246,908	\$ -	\$ -	\$ 21,094,054
Federal revenues	1,308,825	1,553,079	75,000	-	2,936,904
State special education	920,213	442,366	-	-	1,362,579
STRS on behalf contribution	166,337	89,257	-	-	255,594
Other state revenues	1,414,803	1,240,114	-	-	2,654,917
Other local revenues	2,002,586	1,127,806	4,757,876	(2,679,795)	5,208,473
Transfers in/(out)	(201,747)	(147,598)	349,345	-	-
<b>Total Revenues, Gains, and Other Support</b>	<b>18,458,163</b>	<b>12,551,932</b>	<b>5,182,221</b>	<b>(2,679,795)</b>	<b>33,512,521</b>
<b>EXPENSES</b>					
Certificated salaries	6,178,365	3,704,412	516,461	-	10,399,238
Classified salaries	1,203,880	770,246	1,258,830	-	3,232,956
Benefits	2,659,868	1,570,797	794,823	-	5,025,488
Books and supplies	1,410,207	1,426,331	1,514,048	-	4,350,586
Services, other operating expenses	2,990,700	2,243,484	403,916	(2,679,795)	2,958,305
Depreciation	15,590	6,042	586,559	-	608,191
Debt service	5,500	-	-	-	5,500
<b>Total Expenses</b>	<b>14,464,110</b>	<b>9,721,312</b>	<b>5,074,637</b>	<b>(2,679,795)</b>	<b>26,580,264</b>
Change in net assets	3,994,053	2,830,620	107,584	-	6,932,257
<b>Net Assets</b>					
Beginning of year, as originally stated	4,744,482	6,239,960	13,008,497	-	23,992,939
Adjustment for restatement (Note 10)	(80,074)	(1,248,764)	(1,262,397)	-	(2,591,235)
Beginning of year, as restated	4,664,408	4,991,196	11,746,100	-	21,401,704
End of year	\$ 8,658,461	\$ 7,821,816	\$ 11,853,684	\$ -	\$ 28,333,961

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

*Statement of Cash Flows – Combined Charter Schools  
For the Fiscal Year Ended June 30, 2021*

	Academy for Academic Excellence	Norton Science and Language Academy	Lewis Center For Educational Research	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Increase (decrease) in net assets	\$ 3,994,053	\$ 2,830,620	\$ 107,584	\$ 6,932,257
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities:				
Depreciation	15,590	6,042	586,559	608,191
Loss on retirement of capital assets	-	-	(56,935)	(56,935)
(Increase) decrease in operating assets:				
Accounts receivable	(2,749,436)	(2,145,309)	(558,450)	(5,453,195)
Prepaid expenses	(21,225)	(15,713)	(22,348)	(59,286)
Increase (decrease) in operating liabilities:				
Accounts payable	347	86,004	(79,968)	6,383
Unearned revenues	116,043	10,013	-	126,056
Net cash provided (used) by operating activities	<u>1,355,372</u>	<u>771,657</u>	<u>(23,558)</u>	<u>2,103,471</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Proceeds from transfer of construction costs	-	-	52,221	52,221
Purchase of furniture and equipment	<u>(137,644)</u>	<u>(40,583)</u>	<u>(20,200)</u>	<u>(198,427)</u>
Net cash provided (used) by investing activities	<u>(137,644)</u>	<u>(40,583)</u>	<u>32,021</u>	<u>(146,206)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>				
Paycheck Protection Program loan forgiveness	(1,901,700)	(1,050,900)	(510,000)	(3,462,600)
Payments on outstanding loans and leases	<u>(25,711)</u>	<u>(25,711)</u>	<u>(11,176)</u>	<u>(62,598)</u>
Net cash provided (used) by financing activities	<u>(1,927,411)</u>	<u>(1,076,611)</u>	<u>(521,176)</u>	<u>(3,525,198)</u>
Increase (decrease) in cash	(709,683)	(345,537)	(512,713)	(1,567,933)
Cash and cash equivalents:				
Beginning of year	<u>4,749,785</u>	<u>5,008,685</u>	<u>1,082,893</u>	<u>10,841,363</u>
End of year	<u>\$ 4,040,102</u>	<u>\$ 4,663,148</u>	<u>\$ 570,180</u>	<u>\$ 9,273,430</u>

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

*Schedule of Instructional Time  
For the Fiscal Year Ended June 30, 2021*

<b>ACADEMY FOR ACADEMIC EXCELLENCE</b>				
<b>Grade Level</b>	<b>Actual Number of Instructional Days</b>	<b>Number of Days from J-13A Waiver</b>	<b>Total</b>	<b>Status</b>
Kindergarten	180	0	180	Complied
Grade 1	180	0	180	Complied
Grade 2	180	0	180	Complied
Grade 3	180	0	180	Complied
Grade 4	180	0	180	Complied
Grade 5	180	0	180	Complied
Grade 6	180	0	180	Complied
Grade 7	180	0	180	Complied
Grade 8	180	0	180	Complied
Grade 9	180	0	180	Complied
Grade 10	180	0	180	Complied
Grade 11	180	0	180	Complied
Grade 12	180	0	180	Complied

<b>NORTON SCIENCE AND LANGUAGE ACADEMY</b>				
<b>Grade Level</b>	<b>Actual Number of Instructional Days</b>	<b>Number of Days from J-13A Waiver</b>	<b>Total</b>	<b>Status</b>
Kindergarten	180	0	180	Complied
Grade 1	180	0	180	Complied
Grade 2	180	0	180	Complied
Grade 3	180	0	180	Complied
Grade 4	180	0	180	Complied
Grade 5	180	0	180	Complied
Grade 6	180	0	180	Complied
Grade 7	180	0	180	Complied
Grade 8	180	0	180	Complied

This schedule presents information on the number of instructional days offered by the Schools and whether the Schools complied with Article 8 (commencing with Section 46200) of Chapter 2 part 26 of the *Education Code*.

**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, 2021*

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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, 2021, annual financial and budget report net assets	\$ 9,105,833	\$ 9,416,115	\$ 9,222,664	\$ 27,744,612
Adjustments and reclassifications:				
Increase (decrease) in total net assets:				
Accounts receivable overstated	(397,014)	(323,889)	-	(720,903)
Accounts payable overstated	27,112	81,523	-	108,635
Work in progress under/overstated	(52,211)	(1,216,000)	1,824,309	556,098
Depreciation understated	(27,863)	(32,764)	(743,333)	(803,960)
Other miscellaneous capital assets adjustments	2,604	(103,169)	1,550,044	1,449,479
Net adjustments and reclassifications	<u>(447,372)</u>	<u>(1,594,299)</u>	<u>2,631,020</u>	<u>589,349</u>
June 30, 2021, audited financial statement net assets	<u>\$ 8,658,461</u>	<u>\$ 7,821,816</u>	<u>\$ 11,853,684</u>	<u>\$ 28,333,961</u>

\* Not reported in Unaudited Actuals alternative form

**THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INC.**  
*Schedule of Expenditures of Federal Awards*  
*For the Fiscal Year Ended June 30, 2021*

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	LCFR Expenditures	AAE Expenditures	NSLA Expenditures	Total Cluster Expenditures	Total Federal Expenditures
<b>Federal Programs:</b>							
U.S. Department of Agriculture:							
Passed through California Dept. of Education (CDE):							
Child Nutrition Cluster:							
Especially Needy Breakfast	10.553	13526	\$ -	\$ 51,644	\$ 48,078	\$ 99,722	
National School Lunch Program	10.555	13523	-	98,488	86,778	185,266	
USDA - Donated Foods	10.555	13391	-	23,241	23,241	46,482	
Total Child Nutrition Cluster						\$ 331,470	
Total U.S. Department of Agriculture				173,373	158,097		331,470
U.S. Department of Treasury:							
Passed through California Dept. of Education (CDE):							
COVID-19: Coronavirus Relief Fund: Learning Loss Mitigation	21.019	25516	-	573,159	729,908		1,303,067
Total U.S. Department of Treasury							1,303,067
National Aeronautics and Space Administration (NASA):							
Passed through Southwest Research Institute:							
NASA Juno Project	43.001	N/A	75,000	-	-		75,000
Total NASA			75,000	-	-		75,000
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	-	170,615	271,512		442,127
Title II, Part A, Supporting Effective Instruction Local	84.367	14341	-	23,998	26,269		50,267
Title III, English Learner Student Program	84.365	14346	-	-	40,804		40,804
Title IV, Part A, Student Support and Academic Enrichment	84.424	15396	-	12,179	-		12,179
ESSA, Title IV, Part B, 21st Century Community Learning Centers Program	84.287	14349	-	-	20,580		20,580
COVID-19 Education Stabilization Fund:							
Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15547	-	129,737	128,642	258,379	
Governor's Emergency Education Relief (GEER) Fund	84.425C	15517	-	41,683	42,024	83,707	
Total Education Stabilization Fund							
Individuals with Disabilities Education Act (IDEA):							
Passed through the Desert Mountain SELPA:							
Basic Local Assistance Entitlement, Part B, Section 611	84.027	13379	-	184,081	135,243		319,324
Total Special Education (IDEA) Cluster							1,227,367
Total U.S. Department of Education							
Total Expenditures of Federal Awards			\$ 75,000	\$ 1,308,825	\$ 1,553,079		\$ 2,936,904
<b>Subrecipients</b>							
Of the Federal expenditures presented in the schedule, the Organization 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.

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***Other Independent Auditors' Reports***

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**NIGRO & NIGRO<sup>PC</sup>**

*A Professional Accountancy Corporation*

**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, 2021, and the related notes to the financial statements, and have issued our report thereon dated January 19, 2022.

**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) as a basis for designing 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 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.

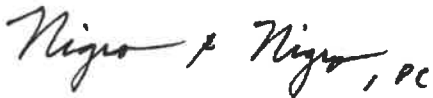
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not 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 financial statements. 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  
January 19, 2022



**NIGRO & NIGRO<sup>PC</sup>**

*A Professional Accountancy Corporation*

**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 The 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 The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s major federal programs for the year ended June 30, 2021. The 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 The 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 The 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 The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance.

***Opinion on Each Major Federal Program***

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 that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

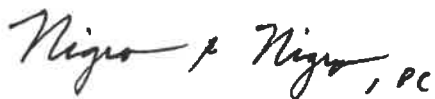
### **Report on Internal Control Over Compliance**

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  
January 19, 2022



## 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 The High Desert "Partnership in Academic Excellence" Foundation, Inc.'s compliance with the types of compliance requirements described in the *2020-21 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, 2021.

### **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 The 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 *2020-21 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 The 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 The 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
Local Educational Agencies Other Than Charter Schools (Applicable to Classroom-Based Charters in FY 2020/2021):	
Attendance and Distance Learning	Yes
Instructional Time	Yes
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Charter Schools:	
Independent Study – Course Based	Not Applicable
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	Not Applicable
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, 2021.



Murrieta, California  
January 19, 2022

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***Schedule of Findings and Questioned Costs***

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

*Summary of Auditors' Results  
For the Fiscal Year Ended June 30, 2021*

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***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 (a)?	<u>No</u>
Identification of major programs:	
<u>Assistance Listing</u>	<u>Name of Program/Cluster</u>
21.019	COVID-19: Coronavirus Relief Fund: Learning Loss Mitigation

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</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.**

*Financial Statement Findings*

*For the Fiscal Year Ended June 30, 2021*

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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 2020-21.*

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

*Federal Award Findings and Questioned Costs  
For the Fiscal Year Ended June 30, 2021*

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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 questioned costs in 2020-21.*

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

*State Award Findings and Questioned Costs  
For the Fiscal Year Ended June 30, 2021*

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

*There were no state award findings or questioned costs in 2020-21.*

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

*Summary Schedule of Prior Audit Findings  
For the Fiscal Year Ended June 30, 2021*

Original Finding No.	Finding	Code	Recommendation	Current Status
Finding 2020-001: Procurement Policy	CFDA #10.553, 10.555 — U.S. Department of Agriculture Passed through California Department of Education Child Nutrition Cluster	30000, 50000	We recommend that the Foundation adopt a written policy which reflects applicable state, local, and Federal statutes and the procurement requirements identified in 2 CFR part 200. In addition, it is recommended that the Foundation maintain a detailed administrative regulation or procedures manual addressing the mandated components.	Implemented.
	<p>Non-Federal entities other than States, including those operating Federal programs as subrecipients of States, must follow the procurement standards set out at 2 CFR sections 200.318 through 200.326. They must use their own documented procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable Federal statutes and the procurement requirements identified in 2 CFR part 200.</p> <p>The Foundation’s written procurement and purchasing procedures and board policies do not reflect the requirements identified in 2 CFR part 200.</p>			

**Minutes for Regular Meeting of the Lewis Center for Educational Research Board  
January 10**

1. **CALL TO ORDER AND PLEDGE OF ALLEGIENCE:** Chairman Rodriguez called the meeting to order at 4:31 p.m.
2. **ROLL CALL:** LCER Board members Pat Caldwell, Sharon Page, Kevin Porter, David Rib, Jessica Rodriguez and Rick Wolf were in attendance

LCER Board members Torii Gray, Jim Morris and Omari Onyango were absent.

LCER Staff members Valli Andreasen, Fausto Barragan, Marcelo Congo, Jisela Corona, Ryan Dorcey, Teresa Dowd, David Gruber, Lisa Lamb and Stacy Newman were in attendance.

3. **PUBLIC COMMENTS:** A comment was read from Lucy Tello regarding wanting distance learning, from Connie Delatorre regarding advocating for distance learning and Jaqueline Foulks commented regarding revising, moderating or closing the AAE parent FB page due to disparaging comments regarding students. Lisa updated the Board regarding the parent FB page. It is not a school owned or moderated page. We have asked for it to be moderated or removed, but it has not happened. We will follow up.
4. **SPECIAL PRESENTATIONS:**
  - .01 LCER Ambassadors Update – there was no update.
  - .02 NSLA ASB Update – there was no update.
  - .03 NSLA Annual School Update – Lisa Lamb reported that each year we provide NSLA/s’s authorizer, the SB County Board of Education, updates on NSLA and she provided some of these updates to the Board, such as attendance, STEM programs, enrichment classes, and partnerships. Toni Preciado updated the Board on academic and emotional support systems and Fausto Barragan updated on enrollment, recruitment efforts, demographics, academic testing, and financial data. Heather Juarez and Toni Preciado explained the iReady testing and how we track growth of students. Lisa commended Heather and Toni for their work on this. This presentation will be presented to the SB County Board of Education next month.
5. **DISCUSSION ITEMS:**
  - .01 NSLA Gym Construction Update – David Gruber reported that there have been discussions between the construction management team and architects regarding the growing costs of materials. A revision was made to the roof design from steel to wood due to the costs. The architects will need to revise the plans for the City. Construction should now begin in early February and it is a 7-month build time.
  - .02 School Safety and Discipline Update – Lisa Lamb reported that she and the Principals completed a progressive discipline matrix to be used by both schools. The plan includes additional interventions that can be implemented. We also will be scheduling violent intruder trainings on both campuses. Also upcoming is a parent cyber bullying zoom workshop on Zoom by SB Sheriff’s Dept. The annual school safety plan update will be presented to the Board for approval as well. We are also implementing Stop It, which is a tip line for vandalism, bullying, and can be anonymous. It is rolling out on February 1. There will be QR codes around the campuses and students can use their phones for reporting.
  - .03 Discuss LCER Board Strategic Planning to be held on 1/20/22 at NSLA – Lisa Lamb reported that the Strategic Planning has been postponed due to recent COVID surges. We are also short staffed so staff may be covering other areas. We will revisit this monthly for rescheduling.
  - .04 Lewis Center Foundation Update and Discussion Regarding LCER Board Liaison for 2022 – Jessica Rodriguez reported that she is currently the liaison between the LCER Board and the Foundation. She requested that someone volunteer and help support this role. The Foundation has been greatly supporting the schools. We will continue this discussion again next month.

**6. CONSENT AGENDA:**

- .01 Approve Minutes of the December 13, 2021 Regular LCER Board Meeting – On a motion by Sharon Page, seconded by David Rib, vote 6-0, the LCER Board of Directors approved the Consent Agenda by roll call vote.

**7. ACTION ITEMS:**

- .01 Approve AAE School Accountability Report Card (SARC) – Valli Andreasen reported that the SARCs are due to be published to the public by February 1. The State prepopulates data but it has not done so at this time so the report is not complete yet. This is what most Districts are presenting at this time. We will be able to publish it in time once the data is received. We will table it for presentation once completed. On a motion by Pat Caldwell, seconded by Sharon Page, vote 6-0, the LCER Board approved staff to publish the completed AAE SARC once the data is received from the State by roll call vote.
- .02 Approve NSLA School Accountability Report Card (SARC) - . On a motion by Sharon Page, seconded by David Rib, vote 6-0, the LCER Board approved staff to publish the completed NSLA SARC once the data is received from the State by roll call vote.

**8. INFORMATION INCLUDED IN PACKET:**

- .01 President/CEO Report
- .02 LCER Grant Tracking Report
- .03 LCER Financial Reports
  - Checks Over \$10K
  - Budget Comparisons
- .04 AAE and NSLA Enrollment Data
- .05 LCER Board Attendance Log

**9. BOARD/STAFF COMMENTS:**

- .01 Ask a question for clarification – Rick Wolf asked about the name “Research” in the name Lewis Center for Educational Research and if we are no longer doing research and asked that we return to doing research and publishing our data. Jessica suggested discussing this at Strategic Planning and making it a goal.
- .02 Make a brief announcement or a brief report on his or her own activities - Lisa reminded the Board that if they are wanting to attend the meeting virtually they must send their location to post to Teresa 1 week prior to the meeting so it may be posted on the agenda. She also reported that the Ambassador advocacy trip is coming up in spring and she shared COVID statistics. She also shared that updated laws do not allow schools to go to full distance learning again. It is not a legal possibility at this time, or socially, emotionally and academically prudent. SEL (Social Emotional Learning) and CRT (Critical Race Theory) are two entirely different things and we will not be incorporating CRT at our schools as it is not a K-12 curriculum, nor is it a part of our ethnic studies. On January 18 there is an AAE Space Force Dedication at 11:30 I the gym. The week of January 31 students will be asking astronauts on the ISS questions through the ARISS program. Then the students will also be able to speak to a previous astronaut on the ISS, who will answer additional questions. This Wednesday there is a WASC Zoom visit and Lisa requested volunteers from the Board to participate. We will be looking into the requirements to have virtual meetings again and will follow up on what we can do. David asked about testing families. We received a testing kit for almost every student and have drive-through distributions scheduled tomorrow morning and Wednesday afternoon. We also have a partnership with Loma Linda that tests at our campuses 3 days a week, which may expand to 5 days. This is extended to the Board as well if you would like to test. Stacy will send the Board information. They have both PCR and antigen tests. The information has been shared with families.
- .03 Future agenda items

**10. ADJOURNMENT: Chairman Rodriguez adjourned the meeting at 5:54 p.m.**

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

Date of meeting: February 14, 2022

Title: AAE Ambassador Field Trip to Sacramento March 28 – April 1, 2022

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

Background: The Lewis Center for Educational Research Student Ambassadors are traveling to Sacramento in the spring to meet with our legislators. These visits will help them in their pivotal role in shaping people’s perceptions when discussing educational issues with our stakeholders.

Students: 12 (6 male, 6 female)

Adults: 4 (3 female, 1 male tbd)

Transportation: 3 rental vehicles

Lodging: tbd – looking for AirBnB type rental

Possible Activities: Tour of UC Santa Cruz or other UC  
Tour of CSU Sacramento or other CSU  
Tour of private college  
Visit with Assemblyman Smith  
Visit with Senator Wilk  
Advocay visits

Fiscal Implications (if any): N/A – trip paid for by club

Impact on Mission, Vision or Goals (if any): Supports the Lewis Center mission to “prepare students for success in a global society”.

Recommendation: Approve the AAE Ambassador Field Trip to Sacramento

Submitted by: Lisa Lamb, President/CEO



**LEWIS CENTER FOR EDUCATIONAL RESEARCH**  
**Academy for Academic Excellence**

**FIELD TRIP REQUEST FORM**

Date Submitted: 1/25/22

Office use only

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

Requested by: Lisa Lamb  
 Destination: Sacramento, CA  
 Date(s) of trip: March 28 - April 1, 2022  
 School departure time: 5:00 AM  
 Destination departure time: 10:00 AM  
 Overnight/Out-of-State stay: YES NO  
 Number of students: 12 adults: 3  
 Phone: 760-403-0484  
 Grade Level: 10-12  
 Destination arrival time: 6:00 PM  
 School return time: 9:00 PM  
 Water activities involved: YES NO  
 Admission students: \_\_\_\_\_ adults: \_\_\_\_\_

**Transportation**

(circle one)  
 Bus requested? 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? YES NO Name of Club: Ambassadors  
 (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:

Lisa Lamb  
Jisela Corona  
tbl

**Brief Description of Educational Benefit to be derived from this activity:**

The Ambassadors will learn about local + state government, advocating for education and college preparation. Will visit colleges as well.

I have followed the checklist prior to submitting this form:

Principal Signature: Velli Anderson

Lisa Lamb  
 Teacher Signature

Funding Code: \_\_\_\_\_ Date: \_\_\_\_\_

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



**THIS DEVELOPMENT CONSULTANT SERVICES AGREEMENT** (this “Agreement”) is made as of **December 19, 2021** by and between **High Desert Partnership in Academic Excellence Foundation, Inc., a California nonprofit public benefit corporation dba Norton Science and Language Academy** (“School”), and **Charter School Property Development, LLC** (“Developer”). School and Developer are also referred to herein as the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, School and Developer hereby agree as follows:

## **1 DEVELOPMENT CONSULTANT SERVICES**

1.1 School hereby appoints Developer to provide the Development Consultant Services (the “Services”) described on the attached Exhibit A in connection with a **new 12,644 square foot gymnasium** on an approximate 18-acre land parcel in San Bernardino, California (the “Project”). Exhibit B illustrates the key project milestones and schedule for completion of construction. 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 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 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.

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 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.

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 **230 S. Waterman Avenue, San Bernardino, CA 92408** 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**

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 Twenty Three Thousand dollars (\$123,000). Developer will invoice the School in equal monthly installments over a seven month construction schedule commencing on January 1, 2022.

10.1 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.

10.2 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.

10.3 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.

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 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.

**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 dba Norton Science and Language Academy:**

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

**CHARTER SCHOOL PROPERTY DEVELOPMENT, LLC:**

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

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT B**  
**PROJECT TIMELINE**

# AIA<sup>®</sup> Document A102™ – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the 13th day of December in the year 2021  
*(In words, indicate day, month and year.)*

BETWEEN the Owner:  
*(Name, legal status, address and other information)*

230 South Waterman Avenue, LLC  
17500 Mana Road  
Apple Valley, CA 92307

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

Near-Cal Corp  
512 Chaney Street  
Lake Elsinore, CA 92530

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

NSLA GYM  
230 S. WATERMAN AVE.  
SAN BERNARDINO, CA

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

TSK Architects  
316 W. 2<sup>nd</sup> Street  
Penthouse  
Los Angeles, CA 90012

The Owner and Contractor 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.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

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interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

#### ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner. Contract to start 5 days or Receipt of Notice.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date Seven (7) Months following Notice to Proceed

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

#### ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)*

4.5% of cost

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

4.5% for additional scope

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

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§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
<i>(Row deleted)</i>		

§ 5.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

NSLA Building G Substantial Completion; Liquidated Damages. Contractor acknowledges and agrees to achieve Substantial Completion of the NSLA Building G and needed sitework to obtain TCO by the date identified in Section 4.3.1 of the Contract. Notwithstanding anything in Section 5.1.6 to the contrary. Contractor shall be subject to the payment of liquidated damages in the amount of FIVE HUNDRED DOLLARS (\$500.00) per day in the event that Substantial Completion of the foregoing portion of the Work is not achieved on or before August 25, 2022

§ 5.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

Savings to be 100% to Owner

Any "Buy-Out" of subtrades or reduction/increases in cost will be netted out and contingency item line development in the draw sheet. Contractor shall have the right to draw from the contingency for issues missed in subcontracting or other scope issues as it sees fit. Contractor shall inform owner in writing of items/issues paid through this contingency line item. At the end of the project the contingency left over shall be the "Savings". Savings will be reached on each trade when the subcontract is executed by the subcontractor and a line-item adjustment will be made on G703 as well as a contingency line created. This line item will go up and down depending on buy-out and impact errors and omissions in subcontract.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Four Million, Four Hundred and Seventy-Eight Thousand, Sixty-Three Dollars (\$ 4,478,063.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
SEE EXHIBIT A	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
SEE EXHIBIT A		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

Item	Price
SEE EXHIBIT A	

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§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption.)

SEE EXHIBIT A

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

#### ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

#### ARTICLE 7 COSTS TO BE REIMBURSED

##### § 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

##### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. All workers in the trades will be paid prevailing wage, except for Grading and U.G. Utilities.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

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**User Notes:**

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

Supervision

Project Manager

Project Engineer

Project Coordinator

Project Accountant

All rates to be as per General Conditions breakdown.

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

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User Notes:

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

Insurance to be 1.2% of cost. Bond to be .65% of contract work.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

*(Paragraph deleted)*

§ 7.6.9 Reasonable legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

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§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged by negligence or misconduct or failure of work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

### ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

### ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

*(Paragraphs deleted)*

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## ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 12 PAYMENTS

### § 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Pencil Draw to take place on 4<sup>th</sup> week of month and projected to the end of the month.

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ten (10) days after the Architect receives the Application for Payment. Subject to lender requirements.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the

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percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .5 Conditional Lien Releases from both contractor and subcontractors to be received by owner no later than 30 days after progress billing is submitted to owner. Unconditional Lien Releases received for previous progress payment will be submitted no later than 60 days after payment is received.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10% Retention

§ 12.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General Conditions, Insurance and Bond Premium

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

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*(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

Partial Retention of 5% when project achieves TCO

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

Contractor to act as Owners Agent to file Notice of Completion.

*(Paragraph deleted)*

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.
- .4 Contractor has delivered to Owner copies of all As-Built Plans, all Operation and Maintenance Manuals in electronic and hard copy format, applicable to work.
- .5 Contractor has delivered to Owner Warranties and Guarantees.
- .6 Contractor has delivered a Conditional Final Release for the amount owed.
- .7 Contractor has delivered from subcontractors, Conditional Final Lien Releases

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA

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Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor’s final accounting.

§ 12.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Contractor’s final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect’s final Certificate for Payment.

§ 12.2.3 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

35 Days after Notice of Completion is filed

§ 12.2.4 If, subsequent to final payment, and at the Owner’s request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

Five Percent % 5

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Larry Reider

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

#### ARTICLE 14 TERMINATION OR SUSPENSION

##### § 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

##### § 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

##### § 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

Fee is 4.5% based on cost of work done and in progress at time of termination. No specific termination fees.

##### § 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

##### § 15.2 The Owner's representative:

*(Name, address, email address and other information)*

Larry Reider  
2505 Anthem Village Dr., Suite E-390  
Henderson, NV 89052

Init.

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User Notes:

§ 15.3 The Contractor's representative:  
(Name, address, email address and other information)

Steve Lewis  
Steve Sanderson  
512 Chaney Street  
Lake Elsinore, CA 92530

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 15.7 Other provisions:

#### ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraph deleted)*

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

See Exhibit B

- .5 Drawings

Number	Title	Date
See Exhibit B		

- .6 Specifications

Init.

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User Notes:

Section	Title	Date	Pages
See Exhibit B			

.7 Addenda and RFI's at Bid Time, if any:

Number	Date	Pages
See Exhibit B		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

*(Paragraphs deleted)*

*(Paragraphs deleted)*

.8 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

- 9.1 Exhibit A - Contract Qualifications**
- 9.2 Exhibit B - Contract Documents**
- 9.3 Exhibit C - Cost Breakdown**
- 9.4 Exhibit D - Project Schedule**
- 9.5 Exhibit H - Email from Architect on Exterior Stucco Wall System -**
- 9.6 Exhibit I - Certification regarding Workmens Compensation**
- 9.7 Exhibit J - Prevailing Wage Requirements**
- 9.8 Exhibit K - Form of Performance Bond**
- 9.9 Exhibit L - Form of Payment Bond**

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

Owner Near-Cal Corp

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Steve Sanderson President  
*(Printed name and title)*

Init.

# NEAR-CAL CORP.

GENERAL CONTRACTORS

## Exhibit A – Contract Qualifications

### NSLA-Building G

Updated: 12-13-2021

#### Exclusions:

1. Security guard. Owner to provide if needed.
2. Costs of test and inspections.
3. Soil stabilization and de-watering.
4. Drying of saturated soil.
5. Remediation of unforeseen conditions.
6. Cost of City and utility, permit fees, charges, assessments or meter fees if any. Contractors to pay for subtrade permits.
7. Cost of City fire connection fee.
8. Cost of utility relocation.
9. Cost of builder's risk insurance (property insurance)
10. Cost of moisture mitigation at slab
11. Cost of Title 24 Green Building and HVAC commissioning agent, agent is covered by owner, we will respond to direction by agent.
12. Structural engineering for mounting of gym speakers and scoreboards.
13. Lockers and benches in locker room.
14. Temp power and water.
15. Street sweeping.
16. QSP Inspections.
17. Design of roof ladder.

#### Clarifications:

1. Due to unpredictable material price increases Near Cal Corp will not absorb material price increases- This is on a case by case basis. In the advent Near Cal can mitigate this it will but if it is beyond our control we cannot absorb the increase. We are especially in uncharted waters due to the Corona Virus and the impact it has on the supply chain as well as the work force.
2. GC insurance liability to be limited to \$1,000,000 per Occurrence and \$2,000,000 aggregate and \$20,000,000 for excess.
3. Sub trade insurance liability to be limited to \$1,000,000 per Occurrence and \$2,000,000 aggregate.
4. Plaster EIF system to have 1.5" of rigid insulation at exterior.
5. Building G masonry walls and pilasters based as gray precision medium weight blocks.
6. FRP at wet walls only in locker room.

#### Special Inclusions:

The following **allowances** are used in making up this proposal. Cost includes material, labor and equipment.

1. Certified Payroll-\$20,000
2. QSP and Erosion Control-\$10,000
3. Landscape-\$7,500

4. Earthwork Spoils-\$10,000
5. Site Concrete-\$35,000
6. Finish Carpentry-\$6,500
7. Acoustic Insulation-\$5,000
8. Framing for HVAC screens-\$10,000
9. Corner Guards-\$10,000
10. Window Covering-\$1,500
11. Low Voltage-\$160,000
12. Low Voltage Conduit-\$7,500

**EXHIBIT B**

**Norton Science and Language Academy Gym  
230 South Waterman Ave  
San Bernardino, CA 92410  
12/13/2021**

**Plans & Specifications Prepared By:**

**TSK Architects  
316 West 2<sup>nd</sup> Street  
Los Angeles, CA 90012**

**MENIFEE VALLEY AIR CONDITIONING  
3875 Industrial Ave.  
Hemet, CA 92545**

**KPFF Consulting Engineers  
700 S. Flower St #2100  
Los Angeles, CA 90017**

**IMEG Corp  
901 Via Piemonte #400  
Ontario, CA 91764**

**EMPIRE 3 CONSULTING ENGINEERS  
3711 Long Beach Blvd. Suite 5058  
Long Beach, Ca 90807**

<b><u>SHEET</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>GENERAL</u></b>		
G0.00	GENERAL SHEET	11/29/2021
G0.01	DRAWING INDEX	11/29/2021
AE0.01	FIRE ACCESS – SITE PLAN	11/29/2021
AE0.02	EGRESS SITE PLAN	11/29/2021
AE1.07	BUILDING G – LIFE SAFETY AND ACCESSIBLE SIGNAGE PLAN	11/29/2021
<b><u>ARCHITECTURAL SITE</u></b>		
AS1.01	OVERALL SITE PLAN	11/29/2021
<b><u>ARCHITECTURAL</u></b>		
A1.18	BUILDING G – FLOOR PLAN	11/29/2021
A1.33	ENLARGED RESTROOM PLANS	11/29/2021
A2.01	MATERIAL & ROOM FINISH SCHEDULE	11/29/2021
A2.11	DOOR SCHEDULE, PANEL & FRAME TYPES	11/29/2021
A2.12	WINDOW FRAME TYPES	11/29/2021
A2.21	DOOR & WINDOW DETAILS	11/29/2021
A2.42	INTERIOR DETAILS	11/29/2021
A3.08	BUILDING G – RCP	11/29/2021
A4.08	BUILDING G – ROOF PLAN	11/29/2021
A4.21	ROOF DETAILS	11/29/2021
A4.22	ROOF DETAILS	11/29/2021
A5.05	INTERIOR ELEVATIONS	11/29/2021

A5.06	INTERIOR ELEVATIONS	11/29/2021
A6.19	BUILDING G – EXTERIOR ELEVATIONS	11/29/2021
A7.07	BUILDING G – SECTIONS	11/29/2021
A7.17	WALL SECTIONS	11/29/2021
A7.31	BUILDING DETAILS	11/29/2021

### **STRUCTURAL**

S0.00	SHEET LIST, SYMBOLS AND ANNOTATIONS	11/29/2021
S0.01	GENERAL STRUCTURAL NOTES	11/29/2021
S0.02	GENERAL STRUCTURAL NOTES	11/29/2021
S1.07	BUILDING G FOUNDATION PLAN	11/29/2021
S2.07	BUILDING G – LOW ROOF FRAMING	11/29/2021
S3.07	BUILDING G – ROOF FRAMING PLAN	11/29/2021
S4.01	TRUSS SECTION AND DESIGN REQUIREMENTS	11/29/2021
S4.10	CMU WALL SECTION	11/29/2021
S5.00	TYPICAL CONCRETE DETAILS	11/29/2021
S5.01	TYPICAL CONCRETE DETAILS	11/29/2021
S5.02	TYPICAL CONCRETE DETAILS	11/29/2021
S5.03	TYPICAL CONCRETE DETAILS	11/29/2021
S5.10	CONCRETE DETAILS	11/29/2021
S6.00	TYPICAL STEEL DETAILS	11/29/2021
S6.01	TYPICAL STEEL DETAILS	11/29/2021
S6.02	TYPICAL STEEL DETAILS	11/29/2021
S6.03	STEEL DETAILS	11/29/2021
S6.04	STEEL DETAILS	11/29/2021
S7.00	TYPICAL WOOD DETAILS	11/29/2021
S7.01	TYPICAL WOOD DETAILS	11/29/2021
S7.03	TYPICAL WOOD DETAILS	11/29/2021
S7.04	TYPICAL WOOD DETAILS	11/29/2021
S7.05	TYPICAL WOOD DETAILS	11/29/2021
S7.06	TYPICAL WOOD DETAILS	11/29/2021
S7.07	TYPICAL WOOD DETAILS	11/29/2021
S8.00	TYPICAL CMU DETAILS	11/29/2021
S8.01	TYPICAL CMU DETAILS	11/29/2021
S8.10	CMU DETAILS	11/29/2021

### **MECHANICAL**

M0.01	HVAC COVERSHEET	11/29/2021
M1.18	HVAC FLOOR PLAN (1/8") DETAILS	11/29/2021
M4.17	HVAC UPPER LEVEL ROOF PLAN (1/8") DETAILS	11/29/2021
M5.01	HVAC UPPER LEVEL ROOF PLAN (1/8") DETAILS	11/29/2021

### **PLUMBING**

P0.03	SCHEDULES	11/29/2021
P1.07	BUILDING G – UNDERFLOOR PLAN	11/29/2021
P1.18	BUILDING G – FLOOR PLAN	11/29/2021
P2.03	ENLARGED PLANS	11/29/2021
P4.17	BUILDING G – ROOF PLAN	11/29/2021

**ELECTRICAL**

E0.01	SYMBOLS LIST & GENERAL NOTES	11/29/2021
E0.02	PARTIAL SINGLE LINE DIAGRAM & ENLARGED PLAN	11/29/2021
E0.04	PANEL SCHEDULES	11/29/2021
E0.13	LIGHTING FIXTURE SCHEDULE	11/29/2021
E0.14	INTERIOR TITLE 24	11/29/2021
E0.15	EXTERIOR TITLE 24	11/29/2021
E1.03	PHOTOMETRIC PLAN - EMERGENCY EGRESS	11/29/2021
E1.04	PHOTOMETRIC PLAN - ALL LIGHTS	11/29/2021
E1.18	LIGHTING PLAN	11/29/2021
E1.28	POWER & SIGNAL PLAN	11/29/2021
E4.17	ROOF PLAN	11/29/2021

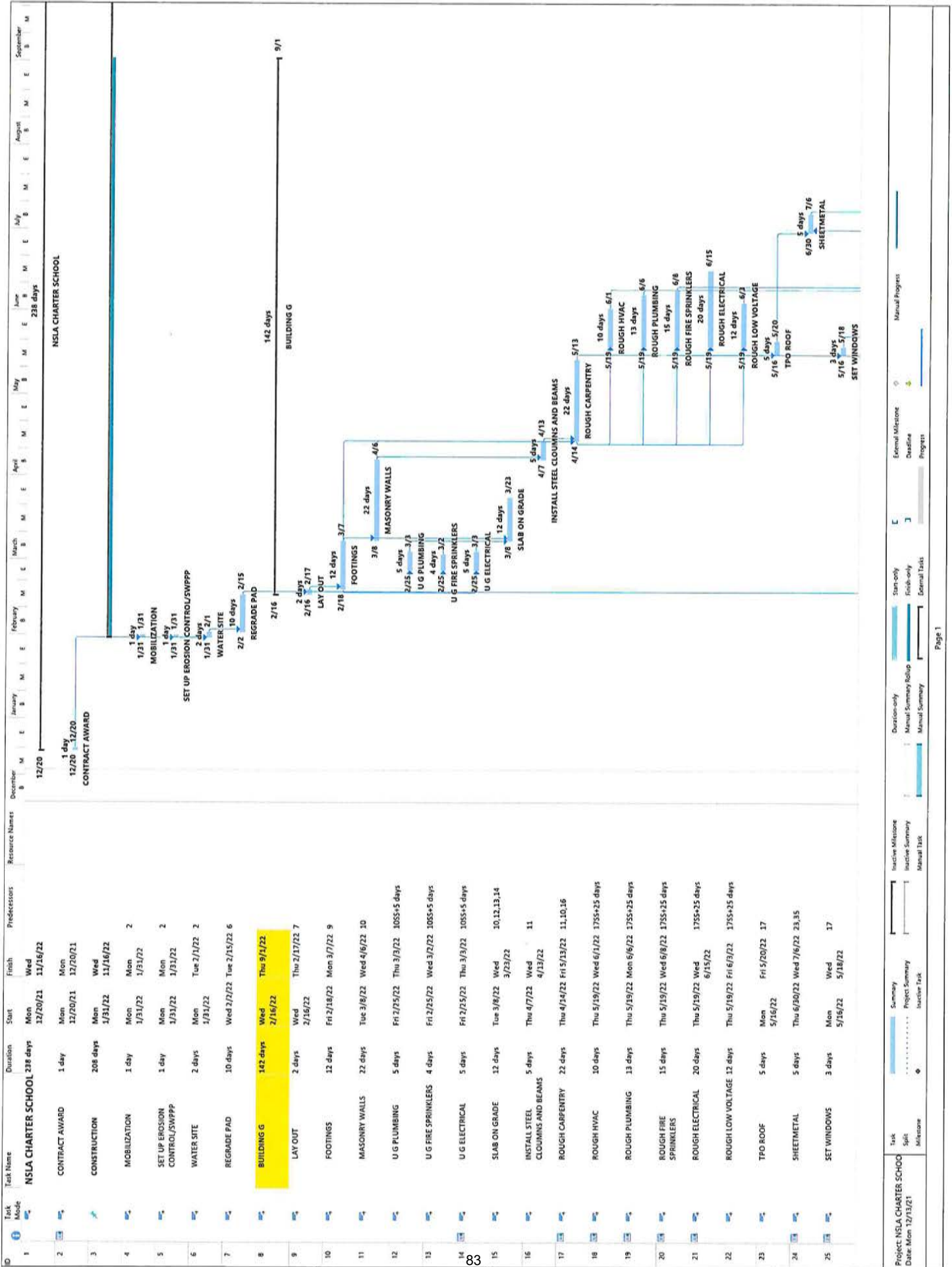


Exhibit C

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	NSLA CHARTER SCHOOL														
2	GYM BUILDING G														
3	SAN BERNARDINO, CA														
4															
5															
6															
7															
8	BLDG SF														
9															
10															
11															
12															
14	GENERAL CONDITIONS 7 MONTHS														
15	CERTIFIED PAYROLL	\$ 280,350	\$ 22.17											\$280,350	\$0
16	SURVEY	\$ 20,000	\$ 1.58											\$0	\$20,000
17	OSP AND EROSION CONTROL	\$ 15,000	\$ 1.19											\$3,500	\$11,500
18	LANDSCAPE	\$ 10,000	\$ 0.79											\$10,000	\$0
19	EARTHWORK	\$ 7,500	\$ 0.59											\$5,000	\$2,500
20	EARTHWORK SPOILS	\$ 30,000	\$ 2.37											\$30,000	\$0
21	EXTEND UG UTILITIES	\$ 10,000	\$ -												
22	CONCRETE BUILDING	\$ 59,965	\$ -												
23	CONCRETE SPOILS	\$ 310,000	\$ 24.52											\$320,000	-\$10,000
24	CONCRETE SITE	\$ 35,000	\$ 2.77											\$35,000	\$0
25	CONCRETE SEAL AND CON-DEK	\$ 1,800	\$ 0.14											\$1,500	\$300
26	MASONRY	\$ 626,368	\$ 49.54											\$620,000	\$106,368
27	STRUCTURAL STEEL	\$ 328,000	\$ 25.94											\$255,000	\$89,000
28	METAL DECK	\$ -	\$ -												
29	ROUGH CARPENTRY	\$ 210,000	\$ 16.61											\$225,000	-\$15,000
30	FINISH CARPENTRY	\$ 6,500	\$ 0.51											\$6,500	\$0
31	FRP	\$ 12,400	\$ 0.98											\$12,400	\$0
32	CAULKING	\$ 2,500	\$ 0.20												
33	FIRESTOPPING	\$ -	\$ -												
34	WATERPROOFING	\$ 2,500	\$ 0.20											\$6,000	-\$6,000
35	INSULATION	\$ 21,500	\$ 1.70											\$5,000	-\$5,000
36	ACOUSTIC INSULATION INSTALLED IN DECK	\$ -	\$ -											\$10,000	-\$10,000
37	ROOFING	\$ 155,000	\$ 12.26											\$78,200	-\$56,700
38	SHEET METAL	\$ 38,500	\$ 3.04											\$165,000	-\$10,000
39	HIM DOORS/HARDWARE	\$ 82,449	\$ 6.52											\$25,000	\$13,500
40	STOREFRONT	\$ 79,000	\$ 6.25											\$67,000	\$15,449
41	WINDOWS	\$ -	\$ -											\$80,500	-\$1,500
42	PLASTER	\$ 323,645	\$ 25.60											\$270,000	\$53,645
43	DRYWALL	\$ 110,000	\$ 8.70											\$145,000	-\$35,000
44	FRAMING FOR HVAC SCREENS	\$ 49,000	\$ 0.79											\$10,000	\$10,000
45	CERAMIC TILE	\$ 12,000	\$ 0.95											\$47,860	\$1,140
46	ACOUSTICAL TILE	\$ 11,000	\$ 0.87											\$12,000	\$0
47	RESILIENT FLOOR	\$ 148,750	\$ 11.76											\$8,000	\$3,000
48	SPORT FLOORING	\$ 20,800	\$ 1.65											\$198,000	-\$50,250
49	EPOXY FLOORING	\$ 8,900	\$ 0.70											\$20,800	\$0
50	COLOR CONCRETE	\$ 43,177	\$ 3.41											\$8,900	\$0
51	PAINTING BLDG	\$ 14,000	\$ 1.11											\$42,000	\$1,177
52	INTERIOR SIGNS	\$ 1,400	\$ 0.11											\$14,000	\$0
53	MISC SPECIALTIES	\$ 2,500	\$ -											\$1,400	\$0
54	METAL LOCKERS BACKING ONLY	\$ 24,000	\$ 1.90											\$2,500	\$0
55	TOILET ACCESSORIES	\$ 10,000	\$ 0.79											\$24,000	\$0
56	CORNER GUARDS SS	\$ 16,800	\$ 1.33											\$10,000	\$0
57	PROTECTIVE WALL PADDING	\$ -	\$ -											\$20,000	-\$3,200



# Exhibit D



Project: NSLA CHARTER SCHOOL  
 Date: Mon 12/13/21

Task: Summary, Inactive Task, Milestone

Task Split: Summary, Inactive Task, Milestone

Task Milestone: Inactive Milestone, Manual Summary

Task Summary: Summary, Inactive Task, Milestone

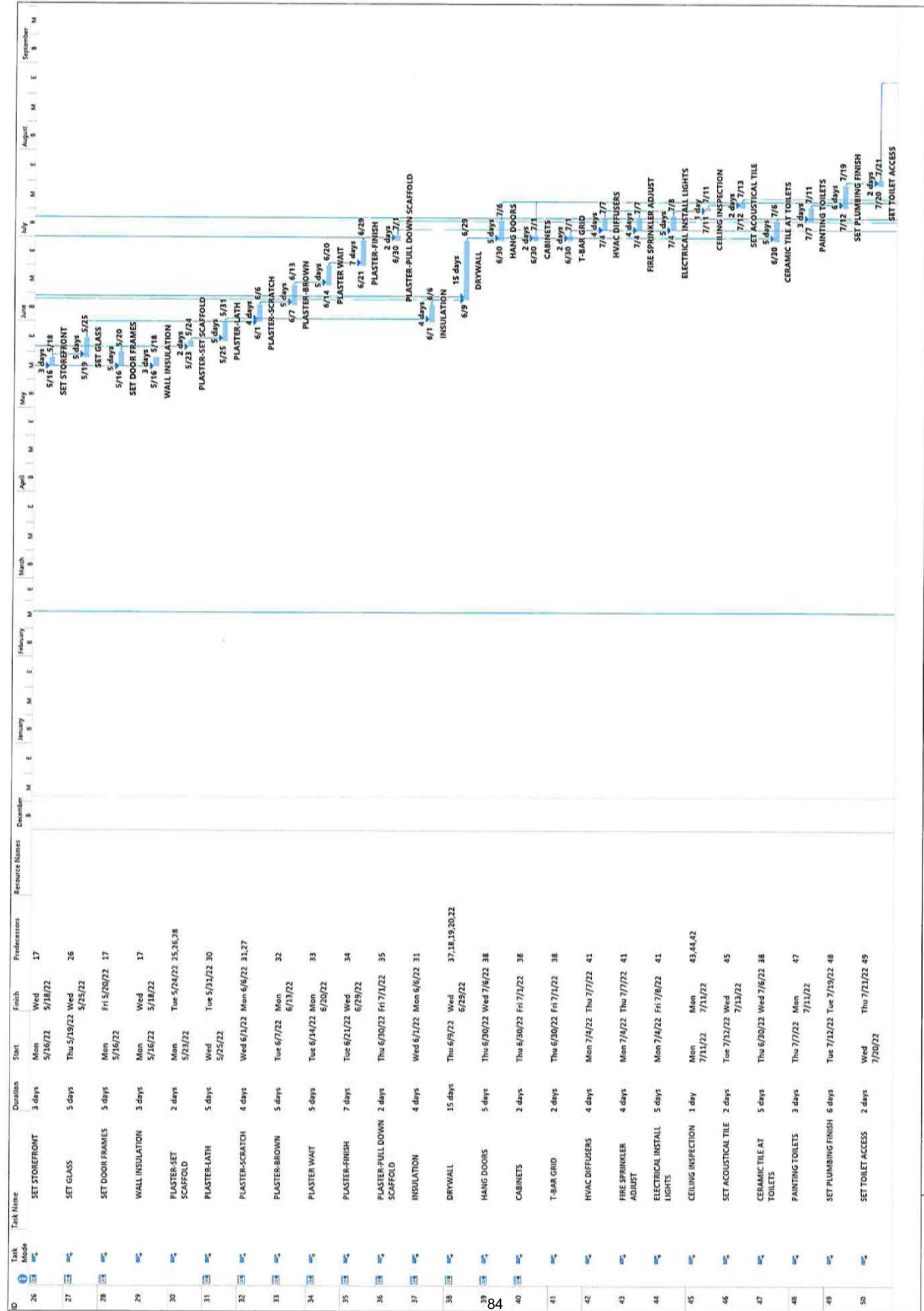
Task Inactive Task: Inactive Task, Milestone

Task Manual Summary: Manual Summary, Milestone

Task Manual Task: Manual Task, Milestone

Task Manual Milestone: Manual Milestone, Milestone

Task Manual Progress: Manual Progress, Milestone



Project: NSLA CHARTER SCHOOL  
Date: Mon 12/13/21

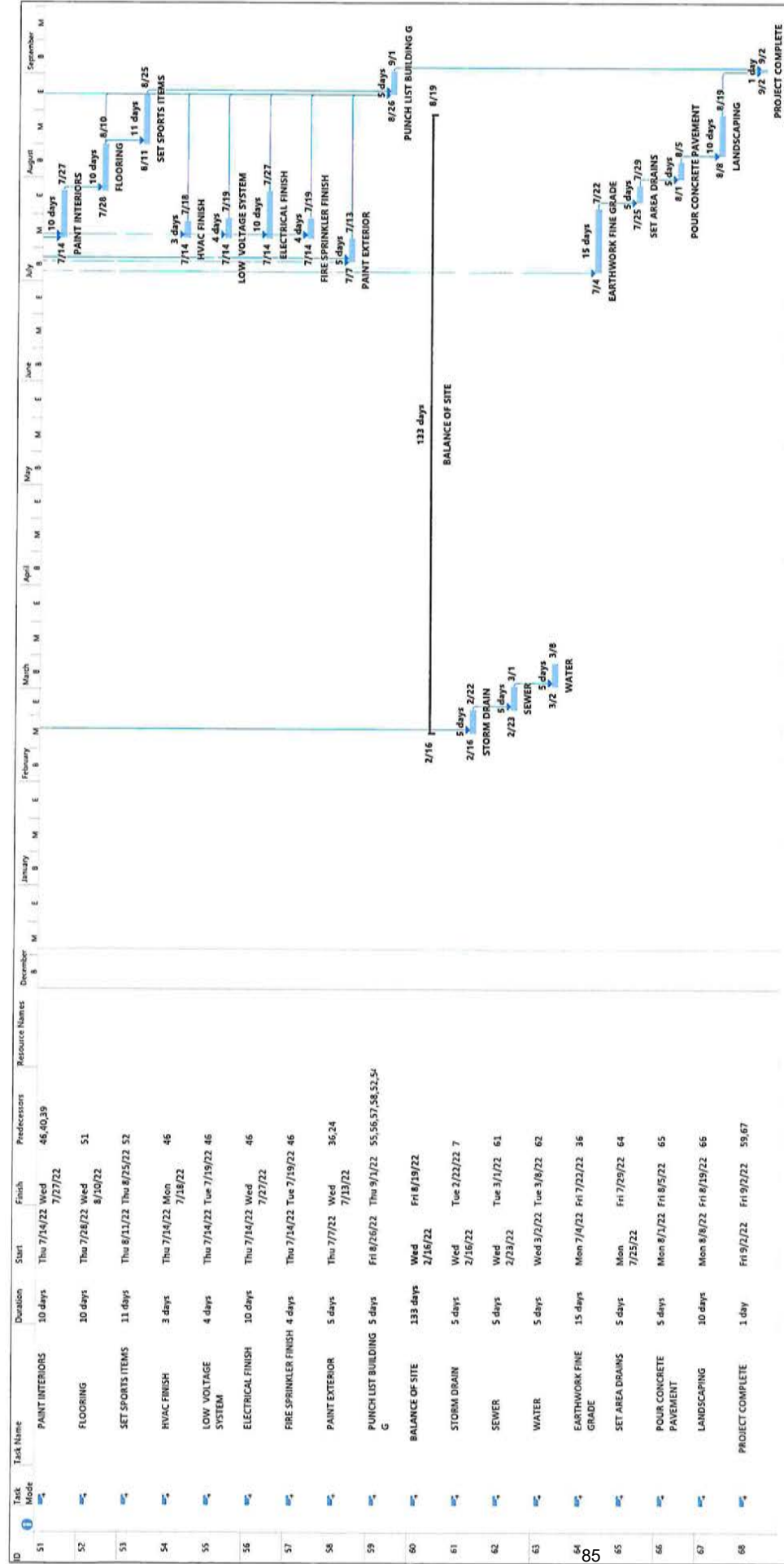
Task: [Task] Milestone: [Milestone] Summary: [Summary] Inactive Task: [Inactive Task] Project Summary: [Project Summary] Inactive Summary: [Inactive Summary] Manual Task: [Manual Task] Inactive Manual Task: [Inactive Manual Task]

Duration only: [Duration only] Manual Summary Rollup: [Manual Summary Rollup] Manual Summary: [Manual Summary]

Start only: [Start only] Finish only: [Finish only] External Task: [External Task]

External Milestone: [External Milestone] Deadline: [Deadline] Progress: [Progress]

Manual Progress: [Manual Progress]



Project: NSLA CHARTER SCHOOL  
 Date: Mon 12/13/21

Manual Progress

External Milestone

Deadline

Progress

Start-only

Finish-only

External Task

Duration only

Manual Summary Roll-up

Manual Summary

Inactive Milestone

Inactive Summary

Manual Task

Summary

Project Summary

Inactive Task

Task

Milestone

Page 3

4/27/2020

Near Cal Mail - Fwd: FW: NSLA - Exterior Stucco System

**From:** Vince Novak <VNovak@tska.com>  
**Sent:** Friday, April 10, 2020 3:00 PM  
**To:** Tom Oneil <tom.oneil55@gmail.com>  
**Subject:** NSLA - Exterior Stucco System

*Exhibit H - Exterior Stucco  
Wall System Notes 4/10/20*

Tom,

Through our coordination the exterior stucco wall system and insulation will be modified as described below.

1. R-19 Batt Insulation in between wood studs
2. Exterior Sheathing as indicated on the Bid Documents
3. Tyvek Commercial Wrap
4. 1" DuPont Rigid insulation
5. 17 ga non furred woven wire lath attached with 2" staples
6. Standard 3-coat cementitious plaster – standard grey coat
7. Plaster finish – 16/20 medium sand float finish
8. Painted as specified in the Bid Documents.




Thanks and I hope that clears the air on this.

  
cid:image001.png@01D5F8B9.C5F81880

Vince Novak | Principal

316 west 2<sup>nd</sup> street, penthouse | los angeles, ca | 90012

213.614.0900 | vnovak@tska.com | tska.com

 cid:image002.png@01D5A366.D71D48F0  
 cid:image003.png@01D5A366.D71D48F0  
 cid:image004.png@01D5A366.D71D48F0

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8K



Exhibit I

**CERTIFICATE REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700**

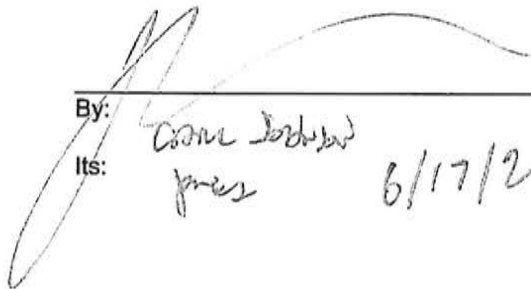
"Every employee except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor: Neon-Cor Corp

By:   
Its: pres 6/17/20

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.



## PREVAILING WAGE REQUIREMENTS

- A. All or a portion of the Work of the Preschool Improvements requires the payment of prevailing wages and compliance with the following requirements. As used in this exhibit, the term “Contractor” shall include the Contractor and/or subcontractors and the term “Project” shall mean the Preschool Improvements built by or on behalf of Contractor pursuant to the Contact Documents.**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, *et seq.*, the Owner will obtain from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Project is to be performed. Copies of said rates are on file with the Owner, and will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Project, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Project, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, *et seq.*

**2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Project, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Project. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Project.



## 5. Payroll Records:

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Project. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Project performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
  - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
  - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
  - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Project shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, and County shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

## 6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker

employed at any time by the Contractor or by a subcontractor, upon the Project or upon any part of the Project, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Project by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
  - i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
  - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
  - iii. This project is subject to compliance monitoring and enforcement by the DIR.
  - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
    - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
    - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
  - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less

when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work. (2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

## B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

### 1. State Public Works Apprenticeship Requirements:

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Project shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to

which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Project. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

**2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:**

a. Submit Contract Award Information (DAS-140):

- i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*
- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.



- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
  - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
  - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
  - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
  - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
  - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

### 3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

### 4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the

Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**5. Contractor's Compliance:**

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

Exhibit K

**FORM OF PERFORMANCE BOND**

WHEREAS, THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INCORPORATED ("Owner") has authorized Near Cal Corp. ("Principal") to perform the following project ("Project"):

Head Start Preschool Improvements at 201 Allen Street, San Bernardino, California.

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond to Owner and the County of San Bernardino as obligees ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of FOUR MILLION, EIGHT HUNDRED AND TWENTY-ONE THOUSAND, SEVEN HUNDRED AND THIRTY-SIX DOLLARS (\$4,821,736.00) for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to Owner all damages Owner incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure and indemnify and save harmless Owner, the County of San Bernardino, their respective officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

Principal and Surety further agree to pay all costs incurred by Owner in connection with enforcement of this bond, including, but not limited to Owner's reasonable attorney's fees and costs incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

In witness whereof, five (5) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the \_\_\_\_ day of \_\_\_\_\_, 2020.

To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_ SURETY \_\_\_\_\_

By: \_\_\_\_\_

TITLE \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
HIGH DESERT "PARTNERSHIP IN ACADEMIC  
EXCELLENCE" FOUNDATION, INC.

Exhibit L

FORM OF PAYMENT BOND

WHEREAS, THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INCORPORATED ("Owner") has authorized: Near-Cal Corp ("Principal") to perform the following project ("Project"):

Head Start Preschool Improvements at 201 Allen Street, San Bernardino, California;

AND WHEREAS, the Principal is required to furnish a bond in connection with said contract to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

NOW, THEREFORE, We, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto Owner and the County of San Bernardino in the sum of FOUR MILLION, EIGHT HUNDRED AND TWENTY-ONE THOUSAND, SEVEN HUNDRED AND THIRTY-SIX DOLLARS (\$4,821,736.00), said sum being one hundred percent (100%) of the estimated amount of the contract, for which for the payment of which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly and by these presents.

THE CONDITION of this obligation is such that if the Principal, its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay any of the persons referred to in Section 9100 of the Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, that the Surety herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise, the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of the County of San Bernardino and any of the persons referred to in Section 9100 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Sections 8608 and 9566 of the Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2020.

To be signed by

\_\_\_\_\_  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.

PRINCIPAL

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

Its: \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
THE HIGH DESERT "PARTNERSHIP IN ACADEMIC  
EXCELLENCE" FOUNDATION, INCORPORATED

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

Date of meeting: February 14, 2022

Title: MOU-Lewis Center for Educational Research Data Sharing with Transitional Assistance Department & the Human Services Research

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

Background: The Lewis Center for Educational Research (LCER) participates in the National School Lunch Program & School Breakfast Program to ensure that meals are accessible to all students and provided at no cost to students that are eligible for benefits. In an effort to ensure that all students are properly identified, LCER would like to partner with the Transitional Assistance Department (TAD) & the Human Services Research, Outcomes, and Quality Support (ROQS) Division in order to conduct a query of the data provided by LCER and provide data match reports. The data match reports will help identify students that are direct certified and assist in ensuring that the apportionments for both schools are maximized.

Fiscal Implications (if any): NONE

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

Recommendation: To approve the Memorandum of Understanding for the Lewis Center for Educational Research Data Sharing with TAD and ROQS for the purpose of identifying Direct Certified students.

Submitted by: Veronica Calderon, *Finance Administrator*

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**COUNTY OF SAN BERNARDINO**  
**ON BEHALF OF ITS**  
**HUMAN SERVICES**  
**TRANSITIONAL ASSISTANCE DEPARTMENT**  
**and**  
**RESEARCH OUTCOMES & QUALITY SUPPORT**  
**and**  
**LEWIS CENTER FOR EDUCATIONAL RESEARCH (LOCAL EDUCATION AGENCY)**  
**for**  
**DATA SHARING**

**FEBRUARY 1, 2022**

**WHEREAS**, The Child Nutrition and WIC Reauthorization Act of 2004, Public Law 108-265 (June 30, 2004), requires that any child receiving benefits under the federal Food Stamp Act be certified as eligible for free lunches under the National School Lunch Act (42 U.S.C. 1751 et seq.) and free breakfasts under the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.) without further application; and

**WHEREAS**, The Reauthorization Act mandates that all agency types, including private and charter schools that participate in the National School Lunch Program (NSLP) or School Breakfast Program (SBP) implement a system of direct certification, and that the state/local California Work Opportunity and Responsibility for Kids (CaWORKs)/CalFresh departments work with agencies to achieve implementation; and

**WHEREAS**, The Transitional Assistance Department (TAD) administers the CaWORKs and CalFresh Programs in the County of San Bernardino (County); and

**WHEREAS**, The Human Services Research, Outcomes, and Quality Support (ROQS) Division can conduct a query of the data provided by Local Education Agency (LEA) and provide data match reports; and

**WHEREAS**, LEA desires to establish mechanisms for data sharing needed to automatically certify eligible CaWORKs and CalFresh children for free or reduced price (F/RP) school meals; and

**WHEREAS**, TAD and LEA desire to work collaboratively in order to identify and assist common/mutual customers.

**NOW THEREFORE**, TAD, ROQS, and LEA mutually agree to the following terms and conditions:



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## **I. DEFINITIONS**

- A. CalFresh – California’s food assistance program for eligible customers, formerly known as Food Stamps.
- B. CalWORKs – The acronym for California Work Opportunity and Responsibility to Kids, implemented through Assembly Bill 1542. This program replaced the Aid to Families with Dependent Children program in the State of California.
- C. CWD – The acronym for County Welfare Department. The Transitional Assistance Department is the CWD in the County of San Bernardino.
- D. Direct Certification – The process used to certify school-age recipients of CalFresh or CalWORKs benefits as eligible for F/RP school meals.
- E. F/RP – The acronym for Free- or Reduced-Price school meal program. Current law requires LEAs to provide an application for F/RP meals to all pupils and that those students who qualify for free or reduced price meals are provided access to one nutritionally adequate meal each school day.
- F. HS – The acronym for Human Services. Oversees the nine Human Services Departments and fosters concern for social programs within the county and communities as a whole.
- G. LEA – The acronym for Local Education Agency defined as a school district or county office of education, including private and charter schools.
- H. Local Level Data Matching – A local agreement between private schools and charter schools with the county Department of Social or Welfare Services to match enrolled students against those children receiving CalFresh and CalWORKs benefits.
- I. NSLP – The acronym for the National School Lunch Program.
- J. ROQS – The acronym for Research Outcomes & Quality Support. ROQS is the HS unit that provides research services concerning all HS departments and programs.
- K. TAD – The acronym for the Transitional Assistance Department. TAD determines the eligibility for CalWORKs, Medi-Cal, and CalFresh benefits.

## **II. LEA SERVICE RESPONSIBILITIES**

LEA shall:

- A. Provide County with a primary point of contact.
- B. Send County a list, in electronic format type: Excel, .csv, .txt (Tab Delimited), or Microsoft Access on a compact disc (CD) containing separate fields for the following: students’ first name, last name, and date of birth for local level data matching.
- C. Communicate and work collaboratively with County staff to maximize services to mutual customers.
- D. Contact the TAD Administration Regional Manager with any concerns or suggestions.

## **III. LEA GENERAL RESPONSIBILITIES**

- A. Without the prior written consent of TAD, this Memorandum of Understanding (MOU) is not assignable by LEA either in whole or in part.

- B. LEA agrees not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from TAD Director. Any subcontractor shall be subject to the same provisions as LEA in addition to all terms and conditions as required by County. LEA shall be fully responsible for the performance of any subcontractor.
- C. LEA will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. Said records shall be kept and maintained within LEA. HS administrative support staff for TAD shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- D. LEA shall obtain and complete required documents as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section VIII.
- E. LEA shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
  - 1. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code section 11164 et seq., to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
  - 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.

Provision for or arrangement of training in child abuse reporting laws (Penal Code, section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training on the law within thirty (30) days of employment/volunteer activity.

**IV. TAD RESPONSIBILITIES**

TAD shall:

- A. Provide LEA with a list of TAD and ROQS primary points of contact.
- B. Ensure that provision of services to LEA does not compromise client data integrity and internal procedures.
- C. Communicate and work collaboratively with LEA staff to maximize services to mutual customers.
- D. Provide a report to LEA of students who are determined to be directly certifiable for the F/RP NSLP and SBP via a secure transmission method to ensure protection of personally identifiable student information.

**V. ROQS RESPONSIBILITIES**

ROQS shall:

- A. Perform a cross-match of student information provided to County by LEA to identify students who are receiving CalWORKs and/or CalFresh benefits and therefore qualify for the F/RP NSLP and SBP.
- B. Provide a report to TAD of students who are determined to be directly certifiable for the F/RP NSLP and SBP.

- C. Adhere to all Federal, State, and County laws relating to customer confidentiality and data protection, including electronic transmission of customer data and confidential information.

## **VI. MUTUAL RESPONSIBILITIES**

- A. TAD, ROQS, and LEA agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement, and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. TAD, ROQS, and LEA agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through TAD and LEA mutual chain of command, as deemed necessary.
- C. TAD, ROQS, and LEA agree to develop and implement procedures necessary to administer and document program referral, participation, compliance, and effectiveness.
- D. TAD, ROQS, and LEA shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. TAD and LEA shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- E. TAD, ROQS, and LEA agree that the information contained therein is confidential and shall not be used by either agency for any purpose not directly related to the NSLP, and shall not be shared with any other government agency, including the United States Citizenship and Immigration Services or the Social Security Administration, unless specifically authorized to do so pursuant to other provisions of law.
- F. TAD, ROQS, and LEA agree to ensure that the information that is shared is protected per the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements, as specified at <http://hss.sbcounty.gov/Privacy>. The LEA shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. Additionally, the National School Lunch Act (NSLA) establishes a fine of not more than \$1000 or imprisonment of not more than one year, or both, if any eligibility information is published, divulged, disclosed, or made known in any manner or extent not authorized by federal law. This includes the disclosure of eligibility information by one entity authorized under the NSLA to receive the information directly from the determining agency. Also, 5 U.S.C. §552a(i) establishes a fine of not more than \$5000 for any employee who willfully discloses confidential or individually identifiable information in any manner to any person or agency not entitled to receive it, or who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses.

## **VII. INDEMNITY**

The County and LEA agree to and shall comply with the following indemnification and insurance requirements:

Indemnification – LEA shall defend, indemnify, and hold the County and its employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU by LEA but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of LEA, its officers, employees, agents, or volunteers.

The County shall defend, indemnify, and hold LEA, its employees, agents or volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or

damages arising out of the performance of this MOU by the County but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the County, its officers, employees, agents, or volunteers.

**VIII. FISCAL PROVISIONS**

There shall be no remuneration for the services provided through this MOU.

**IX. TERM**

This MOU is effective as of February 1, 2022 and expires January 31, 2025, but may be terminated earlier in accordance with provisions of Section IX of this MOU.

**X. EARLY TERMINATION**

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The TAD Director is authorized to exercise TAD's rights with respect to any termination of this MOU. The LEA Head of School/Director/Principal, or his/her appointed designee, has authority to terminate this MOU on behalf of LEA.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, TAD may immediately terminate this MOU upon written notice to LEA.

**XI. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

**XII. CONCLUSION**

- A. This MOU, consisting of seven (7) pages, is the full and complete document describing services to be rendered by County to LEA including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

Transitional Assistance Department

By ► \_\_\_\_\_

Name: Gilbert Ramos

Title: Director

Dated: \_\_\_\_\_

Research, Outcomes, and Quality Support Division

By ► \_\_\_\_\_

Name: Diana Alexander

Title: Assistant Executive Officer of Department Operations

Dated: \_\_\_\_\_

(Local Education Agency)  
Lewis Center for Educational Research

By ► \_\_\_\_\_

Name: Lisa Lamb

Title: President/CEO




Dated: \_\_\_\_\_

# Comprehensive School Safety Plan

**2022-23  
School Year**

**School:** Academy for Academic Excellence  
**CDS Code:** 36750773630837  
**District:** Academy for Academic Excellence  
**Address:** 17500 Mana Rd.  
Apple Valley, CA  
**Date of Adoption:** February 14, 2022  
**Date of Update:** January 28, 2022  
**Date of Review:**  
- with Staff February 2, 2022  
- with Law Enforcement February 4, 2022  
- with Fire Authority February 4, 2022

**Approved by:**

Name	Title	Signature	Date
Valli Andreasen	School Principal		
Sally Ritchea	School Safety Planning Committee representative		
Thomas Ripley	School Site Council representative		
Lisa Lamb	CEO/President		
Detective Brandon Mahoney	Law enforcement representative		
Brian Pachman	Fire department representative		

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## Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at 17500 Mana Rd., Apple Valley, California 92307.

## Safety Plan Vision

Academy for Academic Excellence has developed this Comprehensive School Safety Plan (CSSP) to ensure a safe learning environment and site based emergency preparedness for all students, faculty and staff. The CSSP is intended to ensure compliance with State and Federal school safety program regulations.

Academy for Academic Excellence (AAE) shall have a Board approved Safety Plan to deal with natural and manmade disasters. The AAE Safety Plan acts as the umbrella, which encompasses all AAE personnel, property and actions during an emergency situation. Its purpose shall be to inform AAE personnel, students, and parent/guardians of actions which will be taken during emergency situations. It establishes the standards for all emergency operations school-wide and is based on the California Department of Education required components for a comprehensive school safety plan. It also establishes the requirements for regular school-level practice drills to familiarize students and personnel with proper procedures in the event of a disaster. This AAE Safety Plan shall be reviewed annually and updated as needed.

## Components of the Comprehensive School Safety Plan (EC 32281)

### Academy for Academic Excellence Safety Committee

Valli Andreasen (Principal), Sally Ritchea (Vice Principal), Lisa Longoria (Vice Principal), Gustavo Congo (Child Psychologist), Rea Crosswhite (School Nurse), Genevieve Cook (School Counselor), Ryan Chamberlain (Facilities Manager), Thomas Ripley (Parent), Susan Ellis (Parent) and Joyce Anfenson (Parent)

### Assessment of School Safety

A School Safety assessment was completed on January 27, 2022

In meetings--SSC, Parents & Pastries, Safety Committee, Staff--the following information is reviewed:

- Student Behavior Incident Reports
- Attendance Rates
- Suspension/Expulsion data
- Parent/Student Climate Surveys

### Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The site complies with existing laws related to school safety included, but not limited to the following sections:

#### (A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

Child abuse or neglect includes the following:

- A physical injury or death inflicted by other than accidental means on a child by another person
- Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
- Neglect of a child as defined in Penal Code 11165.2
- Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3 5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

- A mutual affray between minors.
- An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment.
- An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning.
- An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student.
- Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student.

Mandated reporters include, but are not limited to: teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; administrators and employees of a licensed day care facility; Head Start teachers; district police or security officers; licensed nurse or health care provider; and administrators, presenters, and counselors of a child abuse prevention program. Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect.

#### Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. Any person shall notify a peace officer if he/she reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury, where the victim is a child under age 14.

#### Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency.

#### Reporting Procedures

It is the policy of AAE that child custodians immediately report known or suspected child abuse by telephone to the Director, San Bernardino County CWS Agency (385 North Arrowhead Avenue, 5th Floor, San Bernardino, CA 92415, 800-827-8724, 909-350-4949, 909-422-3266 nights, [www.co.san-bernardino.ca.us](http://www.co.san-bernardino.ca.us)) Suspected sexual assault should be reported directly to the local law enforcement agency, followed by a report to Child Protective Services.

If someone other than the child care custodian makes the call to the respective protective agency, the child care custodian who first suspected child abuse or sexual assault is legally responsible for ensuring that the call was actually made.

Notify and request, if needed, the assistance of the Lewis Center for Educational Research Administrative staff or designee for non-investigative purposes only. The telephone report must be made immediately, or as practically possible, upon suspicion. The report will include:

- a. The name of the person making the report
- b. The name of the child.
- c. The present location of the child.
- d. The nature and extent of any injury.
- e. Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse.

When the verbal report is made, the mandated reporter shall note the name of the official contacted, the date, and time contacted, and any instruction or advice received.

1. Within 36 hours of making the telephone report, the mandated reporter shall complete and mail to the local protective agency a written report.
2. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the site administrator or designee as soon as possible after the initial verbal report by telephone. When so notified, the site administrator shall forward the information to the Lewis Center for Educational Research Administrative Office.

Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with the law and the Lewis Center for Educational Research regulations. At the mandated reporter's

request, the site administrator may assist in completing and filing the forms and in working with any responding law enforcement official.

If the mandated reporter does not disclose his or her identity to a Lewis Center for Educational Research Administrator, a copy of the written report should be provided to the Lewis Center for Educational Research Administration without his or her signature or name.

## **(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)**

### **Disaster Plan (See Appendix C-F)**

The Standardized Emergency Management System (SEMS) provides the model for emergency operations. During a disaster the SEMS serves as an "incident command system" (ICS) with a manager (the "incident commander") to coordinate leaders in each of four areas—operations, planning/intelligence, logistics and finance/administration—through a definite chain of command. The ICS is set up in an Emergency Operations Center, where the leaders of each unit can be present at a single site in order to quickly facilitate communication and coordinate the response.

- Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. Remain calm, size up the situation, and take action based on known facts.
- The teacher must keep the student roster or attendance sheet with him/her at all times in order to take roll in an emergency. The teacher will remain with students until directed otherwise.
- A well-prepared and tested plan for prompt and positive protective actions minimizes injuries and loss of life in a major disaster. This plan will be reviewed and updated annually.
- This plan outlines actions, which the school staff may be called upon to execute in an emergency.
- All school staff members must be thoroughly familiar with the contents of this plan.
- In the absence of orders from their superior, the school principal is authorized and directed to implement plans as described herein; or take such other action as may, in their judgment, be necessary to save lives and mitigate the effects of disasters.

A principal may implement one or more of these emergency actions in coping with a disaster. Maintenance personnel are assigned as liaisons between Incident Command and the school in the event phones are inoperative. The school will notify parents yearly about the school's Safety Plan and will have a copy of the plan in the school office for parent review. During an emergency, children may only be released to the parent, guardian, designee of parent, or other adult legally responsible for their care. There shall be NO EXCEPTIONS to this policy. The dismissal of children from the school shall be governed by the emergency procedures outlined in this handbook. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the child.

### **Public Agency Use of School Buildings for Emergency Shelters**

LCER has an agreement to allow the American Red Cross to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.

### **(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines**

AAE has developed and maintains a current and comprehensive set of student expectations and discipline policies. Together, AAE students, parents, and staff exemplify the highest standards of behavior and work ethics to ensure continued excellence. The student expectations and policies are clearly delineated in the AAE Parent-Student Handbook. These expectations and policies address: dress code, attendance, respect for school authority, substance abuse, school violence, safety, work habits, and respectful interactions with others. Every student and his/her parent or guardian is required to sign and return an Acknowledgement Form at the beginning of each academic year establishing that they have read and understand the expectations and policies.

The Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at AAE. In creating this policy, AAE has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language used closely mirrors the language of Education Code Section 48900 et seq. AAE is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the AAE's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. AAE staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The Policy and its Procedures will be distributed as part of the Student Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

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

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

A student identified as an individual with disabilities or for whom AAE has a basis of knowledge of a suspected disability pursuant to the Individuals with IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. AAE will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by AAE for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, AAE shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until AAE issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

#### **(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)**

In order to fulfill the requirements of Education Code 49079, teachers will be notified of the reason(s) a student has been suspended. AAE has incorporated this notification into the existing Student Information System. The information provided is for the student's current teacher(s) only. All information regarding suspension and expulsion is confidential.

**(E) Sexual Harassment Policies (EC 212.6 [b])**

LCER Board desires to provide LCER employees' with a working environment that is free of unlawful harassment. In order to achieve this, LCER Board prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or other basis protected by federal, state, local law, ordinance or regulation. LCER will not condone or tolerate harassment or sexual harassment in the workplace of any type by any employee, independent contractor or other person with which the school does business with.

This policy applies to all employee actions and relationships, regardless of position or gender. LCER will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. LCER shall not tolerate retaliatory action or behavior against a LCER employee or other person who articulates a good faith concern about harassment against him or her or against another individual, or who files a complaint or who participates in an investigation. For the purposes of this policy, LCER employees shall include applicants for employment in LCER.

**Sexual Harassment:**

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in educational programs or activities conducted by LCER. LCER is committed to provide a workplace free of unlawful sexual harassment and considers such harassment to be a major offense. Any LCER employee who permits, engages in or participates in sexual harassment of another LCER employee, student, or any other person that the school does business with, shall be in violation of this policy and is subject to disciplinary action, up to and including dismissal.

Each Principal and supervisor is responsible for maintaining an educational and work environment free of sexual harassment. All supervisors of staff will receive sexual harassment and harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment and harassment training and/or instruction concerning unlawful harassment in the workplace as required by law. A supervisor, Principal or LCER administrator other than the CEO, who receives a harassment complaint, shall promptly notify the CEO or designee.

Each employee has the responsibility to maintain a workplace free from any form of unlawful harassment. Consequently, should any LCER employee, 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. Employees and students are expected to act in a positive and professional manner and to contribute to a productive school environment that is free from harassing or disruptive activity. Any employee who believes that he/she has been unlawfully harassed or who has knowledge of any instance of harassment by another employee or a student, shall immediately contact his/her supervisor, Principal, Human Resources, CEO or designee, or other LCER administrator, to obtain procedures for reporting a complaint. However, an employee may bypass his/her supervisor in registering a complaint where the supervisor is the alleged perpetrator of the harassment. Employees who witness harassment and do not report it may be subject to disciplinary action up to and including dismissal. Employee complaints of unlawful harassment shall be filed in accordance with AR 1312.1 - Complaints Concerning LCER Personnel.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- 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;
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited sexual harassment includes, but is not limited to, the following behavior:

- Unwelcome sexual advances;
- Requests for sexual favors or other verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite gender, in the work or educational setting.

Employees may also direct their complaints to the California Department of Fair Employment and Housing (“DFEH”), which has authority to conduct investigation of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission (“FEHC”) or file a lawsuit in court. Both the FEHC and the courts have authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC by checking the State Government listings in the local telephone directory.

All employees shall cooperate with any investigation of an alleged act of unlawful harassment conducted by LCER or by an appropriate state or federal agency. Retaliatory behavior or threats of retaliation against any complainant or any participant in the complaint or investigative process is prohibited.

The CEO or designee shall take all actions necessary to ensure the prevention, investigation and correction of unlawful harassment, including but not limited to:

- Providing periodic training to all staff regarding LCER's unlawful harassment policy, particularly the procedures for registering complaints and employees' duty in availing themselves of the complaint procedure in order to avoid harm.
- Publicizing and disseminating LCER's unlawful harassment policy to staff.
- Ensuring prompt, thorough and fair investigation of complaints in a way that respects the privacy of all parties concerned, to the extent necessary.
- Taking timely and appropriate corrective/remedial actions after completion of investigation. This may require subsequent monitoring of developments.

#### **(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)**

In cooperation with teachers, students, and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, and administrative regulations. AAE's school dress code is distributed as part of the Parent/Student Handbook. It is regularly reviewed and updated.

AAE has chosen a uniform dress code for students to follow whenever on campus. The school uniform may not be altered in any way and must be worn properly. Gang-affiliated clothing is prohibited. The administration reserves the right to determine and update the dress code based on current trends.

#### **(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)**

Procedures for safe ingress and egress of students, parents, staff, and visitors is provided through the handbook, orientations, assemblies, and social media. Parent/Guardians are informed of procedures for student drop-off and pick-up and given frequent reminders about traffic and campus safety. CDO's (Character development Officers) and Administration assist families in crossing at designated places within the school boundaries. AAE does not provide student transportation to and from school.

The AAE is a closed campus. Students are not permitted in unauthorized areas or to leave campus from the time they arrive on campus until the time they complete their last scheduled class. Students will not be permitted to return to campus after their last scheduled class unless it is for a school function or with prior approval from the school administration. Leaving the campus without prior approval from the school official for any reason is a violation of this closed campus policy and is subject to disciplinary consequences.

Procedures for campus visitors and volunteers, are outlined in the Parent-Student Handbook. Campus visitors are required to check-in with school personnel in the main office. Office staff will verify pre-approval of campus visitor and their appropriate identification. Upon verification, visitor will be issued a visitor badge and be required to sign-in and out during the visit. School volunteers are required to fill out a volunteer application. Upon clearance from Human Resources, volunteers receive an ID badge to be worn during their entire time on campus. Volunteers are required to check-in with school personnel and sign-in and out upon each visit.

#### **(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)**



**Component:**

School and Classroom Safety

**Element:**

Creating and Maintaining a clean and safe school environment

**Opportunity for Improvement:**

Lunch areas, restrooms and classrooms will be well-maintained and litter free as evidenced by facilities evaluations, Character Development Officers, and administrator evaluations.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Improvement of school grounds	utilize facilities/custodial crew, CDO's, volunteer students	utilize gloves, trash bags and other cleaning supplies	Ryan Chamberlain	daily visual assessment by all parties involved
Recycling program	SFJROTC students, CDO's and other staff members collect recyclables	recycling bins	Lead CDO & SFJROTC Advisor	receipts from recycling center

**Component:**

A safe social emotional learning environment will be maintained at AAE.

**Element:**

School Climate

**Opportunity for Improvement:**

To empower students to show respect, make good decisions, and solve problems.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Empower students to report dangerous and bullying behaviors	Continue SEL classroom curriculum, morning announcements, schedule assemblies for student awareness, use an anonymous reporting website (StopIt)	SEL Curriculum, STOPit Solutions	Counseling, Administration	school climate surveys, SEL surveys, office referrals, suspension/expulsion data, attendance rates

**Component:****Element:****Opportunity for Improvement:**

Objectives	Action Steps	Resources	Lead Person	Evaluation

## **(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**

### **Academy for Academic Excellence Student Conduct Code**

#### **Conduct Code Procedures**

The rules of the school pertaining to student discipline are distributed through the Parent-Student Handbook and are available in the Principal's Office at 17500 Mana Rd., Apple Valley, California.

#### **(J) Hate Crime Reporting Procedures and Policies**

In order to create a safe learning environment for all students, AAE desires to protect the right of every student to be free from hate-motivated behavior. The school prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices. Age-appropriate instruction will be provided to students to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Principal or Principal's Designee. Upon receiving such a complaint, the Principal/Designee shall in a timely manner investigate the complaint in accordance with school-level complaint process/grievance procedures. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Principal/Designee, CEO or designee, and/or law enforcement as appropriate. As needed, the school shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

#### **Procedures for Preventing Acts of Bullying and Cyber-bullying**

Academy for Academic Excellence 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.

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 AAE

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 are developed with involvement of key stakeholders, including students, parents/guardians, and staff.

**Prevention:**

AAE will focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students will be informed of school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, AAE will 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.

**Intervention:**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. Threats or incidents may be reported confidentially and anonymously through STOPit Solutions Application.

**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.

**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, shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the LCER's Uniform Complaint Procedures. 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 AAE policies and regulations.

## **Safety Plan Review, Evaluation and Amendment Procedures**

The plan is revised annually to include up-to-date demographic data, current status and goals. The plan is reviewed by the AAE's School Safety Committee, School Site Council, local law enforcement, local fire department, principal and CEO for site approval. The plan is submitted to the Lewis Center Board of Education for district level approval and publication.

## Safety Plan Appendices

## Emergency Contact Numbers

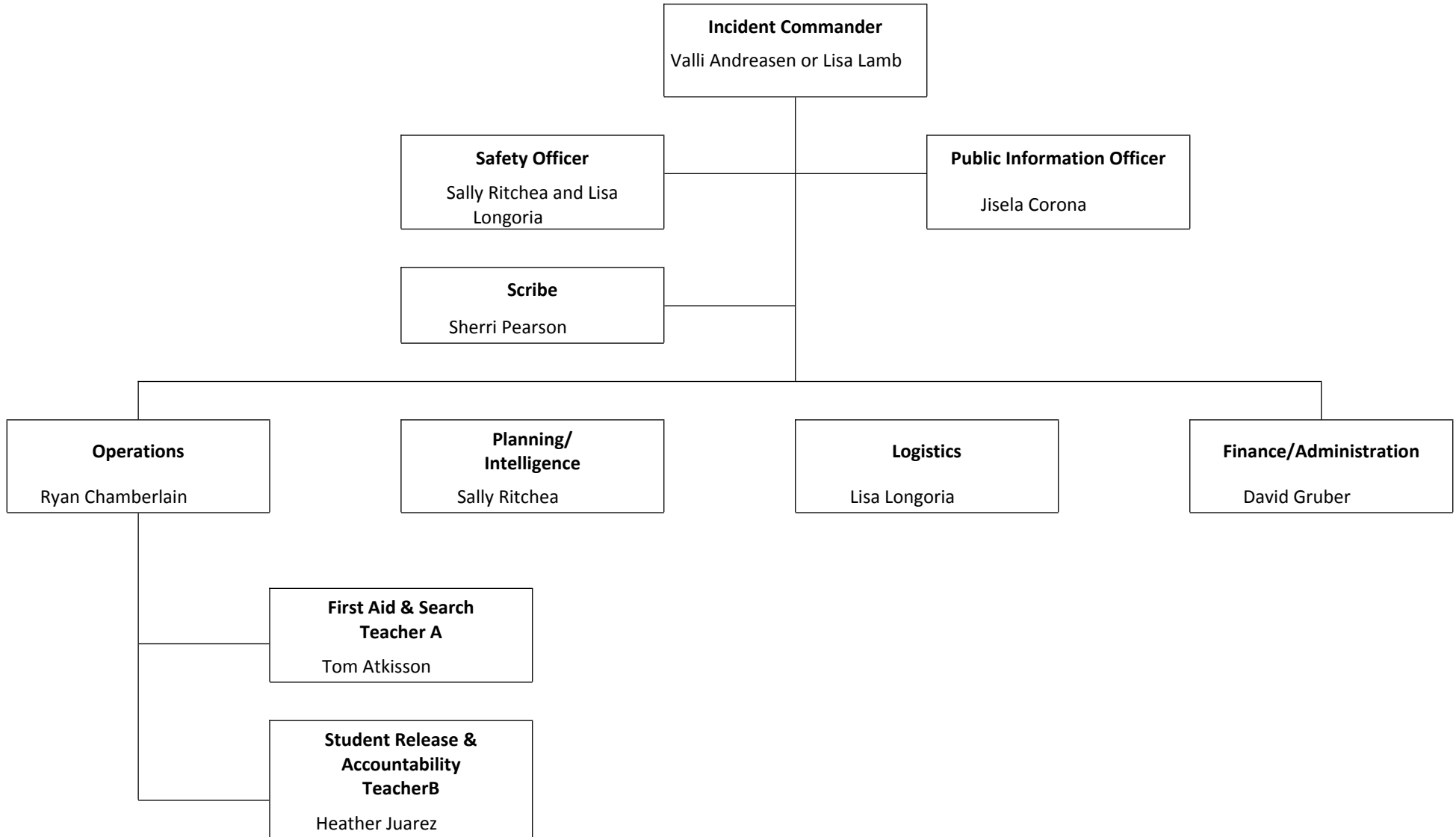
### Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Emergency Services	American Medical Response	760-952-7400	
Law Enforcement/Fire/Paramedic	Apple Valley Police Department	760-240-7400	
Law Enforcement/Fire/Paramedic	Apple Valley Fire Department	760-247-7618	
Local Hospitals	St. Mary Regional Medical Center	760-242-2311	
Public Utilities	Southern California Edison	800-655-4555	
Public Utilities	Southwest Gas	877-860-6020	
American National Red Cross	American Red Cross	760-245-6511	
School District	Apple Valley Unified	760-247-8001	
Law Enforcement/Fire/Paramedic	Sheriff's Department Dispatch	760-956-5001	
Law Enforcement/Fire/Paramedic	Active Shooter Emergency Number	760-933-9398	

**Safety Plan Review, Evaluation and Amendment Procedures**

<b>Activity Description</b> (i.e. review steps, meetings conducted, approvals, etc)	<b>Date and Time</b>	<b>Attached Document</b> (description and location)
safety committee meeting of the school		
safety committee meeting review of the CSSP	01/27/2022	
present CSSP in a public meeting for comment	02/11/2022	
Board approval of CSSP	02/14/2022	

**Academy for Academic Excellence Incident Command System**





## **Incident Command Team Responsibilities**

### **Standardized Emergency Response Management System Overview**

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

#### **INCIDENT COMMAND TEAM**

The Incident Command Team is responsible for directing school emergency response activities. The Incident Command Team is led by the Principal (Incident Commander) and also includes the school's Public Information officer, the Safety Coordinator and the Agency Liaison. The Incident Commander also directs the activities of all other teams. Other than Student Assembly Team Members, all other personnel will report in with the Incident Command before reporting to their assigned post. Once the Student Assembly Team submits their reports to the Incident Command, there should be an account of all personnel. The actual location of the Incident Command needs to be flexible, depending upon the situation. Ex #1: If it is reported that an intruder is on campus, then the IC location will be wherever the Principal is located on campus. No one is to leave their location until officially told to do so. Ex #2: In the case of an earthquake, the initial location has been determined to be on the grass field.

#### **ROLES AND RESPONSIBILITIES**

##### **Incident Commander**

The Incident Commander (Principal) is responsible for directing emergency operations and shall remain at the Command Post to observe and direct all operations. Specific duties of the Incident Commander may include:

- Periodically assess the situation
- Directing the Incident Command Team and all other emergency teams
- Determining the need for, and requesting, outside assistance
- Periodically communicating with the LCER CEO

##### **Public Information Officer**

The Public Information Officer (PIO) is the official spokesperson for the LCER in an emergency and is responsible for communicating with the media and delivering public announcements. Specific duties of the Public Information Officer may include:

- Periodically receiving updates and official statements from the Incident Commander
- Maintaining a log of PIO actions and all communications
- Periodically interacting with the media
- Preparing statements for dissemination to the public
- Monitoring news broadcasts about the incident and correcting any misinformation.

##### **Safety Officer**

The Safety Officer is responsible for ensuring that all emergency activities are conducted in as safe a manner as possible under the circumstances that exist. Specific duties of the Safety Officer may include:

- Periodically checking with the Incident Commander for situation briefings and updates
- Maintaining all records and documentation assigned by the Incident Commander
- Monitoring drills, exercises and emergency response activities for safety
- Identifying safety hazards
- Ensuring that responders use appropriate safety equipment

##### **Agency Liaison**

The Agency Liaison is responsible for coordinating the efforts of outside agencies such as police and fire by ensuring the proper flow of information between Incident Command and the agencies. Specific duties of the Agency Liaison may include:

- Periodically checking with the Incident Commander for situation briefings and updates.
- Maintaining all records and documentation as assigned by the Incident Commander
- Briefing agency representatives on current situation, priorities and planned actions

Ensuring coordination of efforts by periodically keeping Incident Commander informed of agencies' action plans and providing periodic updates to agency representatives as necessary.

#### Scribe

The Scribe is responsible for documenting all personnel and students on campus, as well as expenditures.

#### **Management**

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

#### **Planning & Intelligence**

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

#### **Operations**

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

#### **Logistics**

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

#### **Finance & Administration**

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

## **Emergency Response Guidelines**

### **Step One: Identify the Type of Emergency**

Determining the type of emergency will assist the Incident Commander/administrator in making the appropriate decisions to keep the campus safe. The response to a fire is drastically different than responding to an active shooter. The type of emergency may lead to evacuation, shelter-in-place, or lockdown as well as which agency to contact.

### **Step Two: Identify the Level of Emergency**

Determining the size and immediacy of the emergency will determine the level. The site leader will determine if it is a classroom only, building only, area only (i.e. playground), whole school, neighborhood, or city-wide emergency.

### **Step Three: Determine the Immediate Response Action**

With safety of students, staff and visitors at the forefront, site administrators/Incident Commander will determine the immediate response based on site protocols. Please reference sections about: fire, earthquake, active shooter, bomb threat, loss of utilities, etc.

### **Step Four: Communicate the Appropriate Response Action**

Administrators/Incident Commander will communicate to the necessary emergency responders via phone, preferably a land line phone.

Administrators/Commander will utilize a variety of communication tools to notify staff and emergency participants such as:

- Bell system
- Phone intercom system
- School email
- Radios
- Phone

In addition, the Administrator/Incident Commander will communicate with Lewis Center and outside stakeholder personnel via:

- Phone
- Email
- Text messaging

Families will be notified of incident, pick-up procedures, or next steps through multiple methods to include:

- Student Information System Notification
- School messenger call out
- Postings on school website and social media accounts

## **Types of Emergencies & Specific Procedures**

### **Aircraft Crash**

Emergency response will depend on the size of the aircraft, nature of the crash, and proximity to the school. If it is safe to remain inside the building, all students should be kept in the school under supervision. The crash may also result in an explosion, chemical spill or utility interruption.

#### **AIRCRAFT CRASHES INTO SCHOOL**

##### **STAFF ACTIONS:**

- Notify Principal.
- Move students away from immediate vicinity of the crash.
- EVACUATE students from the building using primary and/or alternate fire routes to a safe assembly area away from the crash scene. Take class roster/nametags and emergency backpack.
- Check school site to assure that all students have evacuated.
- Take attendance at the assembly area.
- Report missing students to the Principal /designee and emergency response personnel.
- Maintain control of the students a safe distance from the crash site.
- Care for the injured, if any.
- Escort students back to the to the school site when emergency response officials have determined it is safe to return to the building.

##### **PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

- Notify police and fire department (call 911).
- Determine immediate response procedures, which may include EVACUATION, or OFF-SITE EVACUATION that may include the use of busses or alternate transportation.
- Notify LCER CEO, who will contact the Office of Emergency Services.
- Arrange for first aid treatment and removal of injured occupants from building.
- Secure area to prevent unauthorized access until the Fire Department arrives. Ensure that students and staff remain at a safe distance from the crash.
- Account for all building occupants and determine extent of injuries.
- Do not re-enter building until the authorities provide clearance to do so.

#### **AIRCRAFT CRASHES NEAR SCHOOL**

##### **STAFF ACTIONS:**

- Notify Principal.
- Move students away from immediate vicinity of the crash.
- Remain inside with students unless subsequent explosions or fire endanger the building.

##### **PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

- Notify police and fire department (call 911).
- Initiate SHELTER IN PLACE, if warranted.
- Initiate Take Cover for students and staff outside or direct them to designated area until further instructions are received.
- Ensure that students and staff remain at a safe distance from the crash.
- Notify LCER CEO, who will contact the Office of Emergency Services.
- Fire department officials will secure area to prevent unauthorized access. Do not enter affected areas until the appropriate authorities provide clearance to do so.

## **Animal Disturbance**

If there is a rabid or uncontrollable animal on campus, implement this procedure when any wild animal threatens the safety of the students and staff.

### **PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

- Isolate the students from the animal. Close doors and lock tables as a means to isolating the animal.
- If the animal is outside, keep students inside and institute secure campus procedures.
- If the animal is inside, initiate an EVACUATION outside to a protected area away from the animal.
- Contact the San Bernardino County Animal Control for assistance in removing the animal (1-800-472-5609).
- If the animal injures anyone, seek medical assistance from the school nurse.
- Notify parent/guardian and recommended health advisor.

### **STAFF/TEACHER ACTIONS:**

- If the animal is outside, keep students inside. Lock doors and keep students away from the windows.
- If the animal is inside, EVACUATE students to a sheltered area away from the animal.
- Notify the principal if there are any injuries.

## **Armed Assault on Campus**

“Active shooter situations” are defined as those where an individual or individuals is “actively engaged in killing or attempting to kill people in a confined and populated area.” Active shooters/armed assailants frequently use firearms but attacks of this type can also be made with other types of weapons (knives, swords, etc.). These situations are unpredictable and evolve quickly. Because of this, individuals must be prepared to deal with an active shooter/armed assailant situation before law enforcement personnel arrive on the scene.

No single response fits all active shooter/armed assailant situations; therefore it is essential all members of the school staff know their options for response and are prepared to act decisively to protect their students and themselves.

### **ACTIONS – ALL SCHOOL STAFF**

1. All employees are authorized to take immediate action to protect themselves and students if they see or hear anything that causes them to believe an active shooter / armed assailant situation is occurring or is to about to occur.

a. Act immediately if you or your students:

- hear a sound that might be gunfire.
- see something that looks like a weapon being carried or used on or near the campus.
- sense any other indication of active shooter / armed assailant threat.

b. Quickly evaluate which option (Run, Hide or Fight) will best protect you and your students.

- c. Be decisive. Communicate your plan to your students and act quickly.
- d. Call 911 and the School Office as soon as it is safe to do so.

2. Options: Run, Hide or Fight

a. Run: If you can get yourself and your students safely away from danger, do so immediately.

- Do not evacuate unless you...

know with certainty, the exact location of assailant (do not trust unofficial, second hand accounts), and can visualize a route that will get your students and yourself safely off campus.

- Don't carry anything with you.

Police may mistake an item in your hands as a weapon.

Leave everything behind.

- If you encounter people along the way...

Adults: Warn them and take them with if you can but don't stop if they refuse to come.

Students: Warn any students you encounter and take them with if you. You may use reasonable force to take a student with you if you can do so without endangering yourself or the other students in your care.

- Place terrain and buildings between you and the assailant to cover your escape.
- Keep going until you are certain you are out of danger.
- Call 911 as soon as it is safe to do so.
- Keep your students with you. Call Extension 180 to report your location and obtain instructions.

b. Hide: If you do not know the exact location of the assailant, get your students and yourself into the most secure location available and LOCKDOWN.

- Lock the doors
- Close and lock windows and close blinds or cover windows;
- Turn off lights;
- Barricade the doors with heavy furniture; be sure your barricade covers any glass in or near the door;
- Silence all electronic devices;
- Remain silent;
- Position occupants spread out and out of line of site from room entrance.
- Prepare to take action if the assailant attempts to get in the room;
- Use text or email to communicate your location, the number of students or staff with you, and if you have any wounded and the extent of the injuries;
- Call 911 as soon as it is safe to do so.
- Remain in place until evacuated by identifiable law enforcement officers.

c. FIGHT: Never seek out confrontation with an active shooter / armed assailant. If you are confronted by an active shooter / armed assailant and you have no safer option, take immediate action to disrupt or incapacitate the assailant. If you choose the FIGHT option, commit to your actions.

- If you are in LOCKDOWN (Hide), prepare yourself and your students for the possibility that the assailant may attempt to get in the room you are in.

Construct a strong barricade.

If you have another way out (a window or back door) use it while the assailant is attempting to get in.

If no other exit is available be prepared to disrupt the assailant by throwing objects at the assailant and running for the exit as soon as the assailant enters the room.

Use items in the environment as improvised weapons (fire extinguishers, staplers, books, cups, etc.)

- Staff members may consider using aggressive and violent force to surprise and overwhelm the assailant.

3. Call 911 and initiate a school-wide LOCKDOWN announcement using intercom AND radios as soon as you can do so safely. Work with the people you are with to do both calls simultaneously if possible.

a. Provide as much information as possible (slow down – be calm):

State the emergency: "I hear gunfire." "I saw..."

Give information on people who are wounded.

Location of the assailant (if known):

Description of the assailant (if known):

Your precise location: "room \_\_\_"

The number of children with you.

b. Keep the line open, even if you can't talk, unless instructed by the dispatcher to end the call.

#### 4. Special Topics

a. Injuries: Your response to injured persons will need to vary given the specific circumstances that are present and the response option (Run, Hide or Fight) you are engaged in.

- Run – If you encounter injured persons while you are trying to get out of danger...

And you have children with you, you must place their safety ahead of the injured person. Take note of where the injured person is and report the location as soon as you get to safety.

- Hide – If someone is injured where you are hiding, secure the room before tending to the wounded.
- As soon as it is safe to do so, apply first aid using any supplies that are available. If necessary, use articles of clothing as improvised dressing for wounds and apply direct pressure to control bleeding.
- Fight – This is always the option of last resort because the probability of injury is highest when you are in close proximity to the assailant. Commit to your plan. Do not stop to tend to the wounded until it is safe to do so.

If your intention is to disrupt the assailant to allow as many people to escape as possible, stick to that plan.

If your plan is to incapacitate the assailant, keep fighting until the assailant is incapacitated and the weapon and assailant are under control.

b. Law Enforcement: If you encounter law enforcement officers...

- Immediately raise your hands in the air and display your open palms.
- Don't run up to officers or attempt to hug or talk to them.
- Don't talk unless they ask you a question.
- Do exactly what they tell you to do.

c. Weapons: If the assailant loses control of a weapon, exercise extreme care when securing it:

- Do not pick up the weapon. Law enforcement may shoot you if they see you holding a weapon.
- Secure the weapon by placing an empty trash can over it and sliding it to a location where it can be kept covered and under control until a law enforcement officer can take possession of it.

d. Ongoing Communication: School and LCER staff should develop means to safely provide updates to staff to keep them informed during the incident.

e. Extended Day Programs / After School Activities: School sites must also plan for and train all LCER/site staff involved with student activities and extracurricular programs.

#### PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Follow the All Staff guidance described above.
- Call 911 and initiate a LOCKDOWN announcement as soon as you can do so safely. Work with nearby staff to do them simultaneously if at all possible.
- Include as much actionable information on the announcement as possible.

- Example “LOCKDOWN, LOCKDOWN, LOCKDOWN. Man with a gun on campus. LOCKDOWN now.”
- If you have surveillance capabilities, and can safely provide real time announcements, broadcast continuous and accurate information on the location of the assailant. This will disrupt and distract the assailant. It will also provide people on campus with

information they can use to better evaluate their options.

- Example: “The gunman is now in the D wing headed south. He is armed with a shotgun and is wearing a hooded jacket and blue jeans.”
- If possible assist emergency personnel.
- Assist police in entering the school;
- Provide officers with keys, maps and any other information requested.
- Initiate Incident Command Center
- Prepare an off-site evacuation site for reunification.
- Once the assailant is neutralized, emergency responders will begin to treat and evacuate the wounded.
- School staff and students will remain in lockdown until evacuated on a room by room basis by law enforcement officials.
- Psychological Support team will be assembled to assist with stabilizing acutely impacted students, staff and parents during reunification.
- This team will also provide ongoing support throughout the recovery phase of the emergency response.

### **Biological or Chemical Release**

This is an incident involving the discharge of a biological substance in a solid, liquid or gaseous state. Such incidents may include the release of radioactive materials. A biological agent can be introduced through:

- postal mail, via a contaminated letter or package
- a building’s ventilation system
- a small explosive device to help it become airborne
- a contaminated item such as a backpack, book bag, or other parcel left unattended
- the food supply
- aerosol release (for example, with a crop duster or spray equipment)

Defense against biological release (e.g. anthrax, smallpox, plague, ricin etc.) is difficult because the substance usually appears after some time has lapsed. Indicators that may suggest the release of a biological or chemical substance include multiple victims suffering from: watery eyes, choking or breathing difficulty, twitching or the loss of coordination. Another indicator is the presence of distressed animals or dead birds. Determine which scenario applies and implement the appropriate response procedures.

Outside the building

#### **STAFF ACTIONS:**

- Notify Principal.
- Move students away from immediate vicinity of danger (if outside, implement Take Cover).
- Segregate individuals who have been topically contaminated by a liquid from unaffected individuals. Send affected individuals to a designated area for medical attention.
- Follow standard student assembly, accounting and reporting procedures.

#### **PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

- Initiate SHELTER IN PLACE.
- Shut off HVAC units.
- Move to central location where windows and doors can be sealed with duct tape.
- Call 911. Provide location and nature of the emergency and school actions taken.
- Notify LCER CEO of the situation.
- Turn on a battery-powered commercial radio and listen for instructions.
- Remain inside the building until the Department of Health or Fire Department determines it is safe to leave.
- Arrange for psychological counseling for students and staff.



## Inside the building

### STAFF ACTIONS:

- Notify principal or site administrator.
- Segregate individuals who have been topically contaminated by a liquid from unaffected individuals.
- Implement EVACUATION or OFF-SITE EVACUATION, as appropriate. Send affected individuals to a designated area for medical attention.
- Follow standard student assembly, accounting and reporting procedures.
- Prepare a list of those who are in the affected area to provide to emergency response personnel.

### PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Initiate EVACUATION of building or OFF-SITE EVACUATION to move students away from immediate vicinity of danger.
- Move up-wind from the potential danger.
- Call 911. Provide exact location and nature of emergency.
- Designate security team to isolate and restrict access to potentially contaminated areas.
- Wait for instructions from emergency responders-- Health or Fire Department.
- Notify LCER CEO of the situation.
- Arrange for psychological counseling for students and staff.
- Wait to return to the building until it has been declared safe by local HazMat or appropriate agency.

### THOSE WHO HAVE DIRECT CONTACT WITH BIOLOGICAL AGENT:

- Wash affected areas with soap and water.
- Immediately remove and contain contaminated clothing
- Do not use bleach on potentially exposed skin.
- Remain in safe, but separate area, isolated from those who are unaffected, until emergency response personnel arrive.

## **Bomb Threat/ Threat Of violence**

In the event that the school receives a bomb threat by telephone, follow the Bomb Threat Checklist on the next page to document information about the threat. Keep the caller on the telephone as long as possible and listen carefully to all information the caller provides. Make a note of any voice characteristics, accents, or background noises and complete the Bomb Threat Checklist as soon as possible.

### PERSON RECEIVING THREAT BY TELEPHONE:

- Listen. Do not interrupt caller.
- Keep the caller on the line with statements such as "I am sorry, I did not understand you. What did you say?"
- Alert someone else by prearranged signal to notify the telephone company to trace the call while the caller is on the line.
- Notify site administrator immediately after completing the call.
- Complete the Bomb Threat Checklist.

### PERSON RECEIVING THREAT BY MAIL:

- Note the manner in which the threat was delivered, where it was found and who found it.
- Limit handling of item by immediately placing it in an envelope so that fingerprints may be detected. Written threats should be turned over to law enforcement.
- Caution students against picking up or touching any strange objects or packages.
- Notify principal or site administrator.

### PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Call 911.
- If the caller is still on the phone, contact the phone company to trace the call. Tell the telephone operator the name of school, name of caller, phone number on which the bomb threat came in. This must be done quickly since the call cannot be traced once the caller has hung up.
- Instruct staff and students to turn off cellular phones or two-way radios. Do not use those devices during this threat since explosive devices can be triggered by radio frequencies.
- Determine whether to evacuate the threatened building and adjoining buildings. If the suspected bomb is in a corridor, modify evacuation routes to bypass the corridor.
- Use the intercom, personal notification by designated persons, or the PA system to evacuate the threatened rooms.
- Notify the LCER CEO of the situation.
- Do not return to the school building until it has been inspected and determined safe by proper authorities.
- Avoid publicizing the threat any more than necessary.

**STAFF ACTIONS:**

- Evacuate students as quickly as possible, using primary or alternate routes.
- Upon arrival at the designated safe site, take attendance. Notify the principal/site administrator of any missing students.
- Do not return to the building until emergency response officials determine it is safe.

**Bus Disaster**

The teacher in charge of a special activity trip utilizing bus transportation will carry a copy of field trip permission forms with student emergency contact information.

**STAFF ACTIONS AT THE SCENE:**

- Call 911, if warranted.
- Notify Principal.
- Implement basic first aid until emergency medical services and/or law enforcement arrives and takes charge of the emergency.
- Move all uninjured students to a safe distance from the accident.
- Document the names of all injured students and their first aid needs.

**PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

- Notify law enforcement.
- Notify parents/guardians of all students on the bus as soon as accurate information is available.
- Designate a school staff representative to proceed to any medical treatment facility to which an injured student has been taken to assist parents and provide support to students, as appropriate.
- Notify school community about the incident and status of injured students and/or staff. Prepare news release for media, if appropriate.

**Disorderly Conduct**

Disorderly Conduct/Civil Disturbance is an unauthorized assemblage on the school grounds with the potential to:

- disrupt school activities;
- cause injury to staff and students; and/or
- damage property.

Precautionary measures must be taken to keep school personnel and students from undue exposure to danger. Efforts should be made to remain calm, to avoid provoking aggression, and to keep students in their classrooms.

#### Inside School

##### STAFF ACTIONS:

- Report disruptive circumstances to Principal/site administrator.
- Avoid arguing with participant(s).
- Have all students and employees leave the immediate area of disturbance.
- Lock doors. Account for all students and remain in classroom unless instructed otherwise by the Principal or law enforcement.
- Stay away from windows and exterior doors.

##### PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- If the students are engaging in civil disobedience, keep the students confined to one room in the school building.
- Set up a communication exchange with the students, staff and principal. Try to restore order.
- If unable to calm students and violent or uncontrolled behavior is possible, notify police of situation and request assistance.
- Send home with students for their parents/guardians a brief written description of the emergency, how it was handled and, if appropriate, what steps are being taken in its aftermath.

#### Outside of School

##### PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Call 911.
- Move any students who are outside into the school building. If unable to do so, have students lie down and cover their heads.
- Once students are in the school building, lock and secure all exterior doors, including restrooms. Have custodians remove trash containers and other burnable items from public access.
- Cancel all outside activities.
- Maintain an accurate record of events, conversations and actions.
- Assign staff members to assist nurse as necessary.

##### STAFF ACTIONS:

- Close and lock classroom doors. Close all curtains and blinds. Keep students away from windows and take precautions to protect them from flying glass in the event windows are broken.
- Remain with students within locked classrooms until all clear is given, regardless of bells and the school schedule.

#### **Earthquake**

The major threat of injury during an earthquake is from falling objects, glass shards and debris. Many injuries are sustained while entering or leaving buildings. Therefore, it is important to quickly move away from windows, free-standing partitions and shelves and take the best available cover under a sturdy desk or table, in a doorway, or against an inside wall. All other actions must wait until the shaking stops.

#### INSIDE BUILDING

##### STAFF ACTIONS:

- At first recognition of seismic activity, instruct students to move away from windows.

- Initiate DROP, DUCK, COVER, and HOLD ON procedures. Immediately drop to the floor under desks, chairs, or tables. With back to windows, place head between knees, hold on to a table leg with one hand and cover the back of the neck with the other arm.
- Move as little as possible. However, if a person is unable to find protection under sturdy furniture, direct them against an interior wall. Face away from the windows.
- After shaking stops and it is safe to do so, check for injuries, and render first aid.
- Do NOT move injured students, unless to do so would place students in further danger. Use buddy system to remain with injured students.
- If shaking is significant and has caused obvious damage to the building, EVACUATE immediately.
- Follow procedures for EVACUATION or SHELTER IN PLACE as directed by Incident Commander.
- Avoid evacuation routes with heavy architectural ornaments over the entrances.
- Do not return to the building.
- DO NOT strike matches or touch any wires. Gas and electricity lines may be damaged.
- Stay alert for aftershocks.
- DO NOT re-enter building until it is determined safe to do so.

#### OUTSIDE BUILDINGS

##### STAFF ACTIONS:

- Find a clear spot and drop to the ground. Stay away from buildings, power lines, trees, and streetlights, etc.
- DROP AND COVER in the DROP, DUCK, COVER AND HOLD ON procedures.
- Place head between the knees; cover the back of the neck with arms and hands.
- Any person in a wheelchair should find a clear spot, lock the wheels, and if possible, place head between the knees. Cover the back of the neck with arms.
- Remain in place until shaking stops or for at least 20 seconds.
- Each time an aftershock is felt, DROP AND COVER
- After shaking stops, check for injuries, and render first aid.
- Report injury and damage status to Incident Commander according to site communications protocol.
- Continue to follow directives of Incident Commander.

#### **Explosion or Risk Of Explosion**

Emergency response will depend on the type of explosion (smoke bomb, chemical lab incident, etc.) and proximity to the school. All students should be kept away from the explosion and under supervision.

##### PRINCIPAL/SITE ADMINISTRATOR:

- Determine whether site evacuation should be implemented. Use intercom to initiate EVACUATION. EVACUATION may be warranted in some buildings but others may be used for SHELTER IN PLACE.
- Notify Fire Department (call 911). Provide school name, address, exact location within the building, your name and phone number and nature of the emergency.
- Secure area to prevent unauthorized access until the Fire Department arrives.
- Advise the LCER CEO of school status.
- Notify emergency response personnel of any missing students.
- Notify utility company of breaks or suspected breaks in utility lines or pipes. Provide school name, address, location within building, your name and phone.
- Direct a systematic, rapid and thorough approach to search the building and surrounding areas. Check classrooms and work areas, public areas (foyers, offices, bathrooms and stairwells), unlocked closets, exterior areas (shrubby, trash cans, debris boxes) and power sources (computer rooms, gas valves, electric panels, telephone panels).
- Determine if Student Release should be implemented. If so, notify staff, students and parents.
- If damage requires the school to be closed, notify parents and staff of school status and alternate site for classroom instruction. Do not return to the school building until it has been inspected and determined safe by proper authorities.

##### STAFF ACTIONS:

- Initiate DROP, COVER AND HOLD ON.

- If explosion occurred inside the school building, EVACUATE to outdoor assembly area. Keep students and staff at a safe distance from the building(s) and away from fire-fighting equipment.
- Check to be sure all students have left the school site. Remain with students throughout evacuation process.
- Upon arrival at assembly area, check attendance. Report status to site administrator immediately.
- Render first aid as necessary.
- Do not return to the building until the emergency response personnel determine it is safe to do so.
- If explosion occurred in the surrounding area, initiate SHELTER IN PLACE. Keep students at a safe distance from site of the explosion.

### **Fire in Surrounding Area**

A fire in an adjoining area, such as a wild land fire, can threaten the school building and endanger the students and staff. Response actions are determined by location and size of the fire, its proximity to the school and the likelihood that it may endanger the school community.

#### **PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

- Determine if EVACUATION of school site is necessary.
- Contact local fire department (call 911) to determine the correct action for your school site.
- If necessary, begin evacuation of school site to previously identified safe site using school evacuation plan. If needed, contact parents for OFF-SITE EVACUATION.
- Direct inspection of premises to assure that all students and personnel have left the building.
- Notify the LCER CEO where the school has relocated and post a notice on the office door stating the temporary new location.
- Monitor radio station for information.
- Do not return to the building until it has been inspected and determined safe by proper authorities.

#### **STAFF ACTIONS:**

- If students are to be evacuated, take attendance to be sure all students are present before leaving the building site.
- Stay calm. Maintain control of the students a safe distance from the fire and firefighting equipment.
- Take attendance at the assembly area. Report any missing students to the principal/site administrator and emergency response personnel.
- Remain with students until the building has been inspected and it has been determined safe to return.

### **Fire on School Grounds**

Should any fire endanger the students or staff, it is important to act quickly and decisively to prevent injuries and contain the spread of the fire. All doors leading to the fire should be closed. Do not re-enter the area for belongings. If the area is full of smoke, students and employees should be instructed to crawl along the floor, close to walls, which will make breathing easier and provide direction. Before opening any door, place a hand an inch from the door near the top to see if it is hot. Be prepared to close the door quickly at the first sign of fire. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate that the "fire is out".

#### **Within School Building**

#### **PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

- Sound the fire alarm to implement EVACUATION of the building.
- Immediately EVACUATE the school using the primary or alternate fire routes.
- Notify the Fire Department (call 911).
- Direct search and rescue team to be sure all students and personnel have left the building.

- Ensure that access roads are kept open for emergency vehicles.
- Notify LCER CEO of situation.
- Notify appropriate utility company of suspected breaks in utility lines or pipes.
- If needed, notify parents for OFF-SITE EVACUATION.
- Do not allow staff and students to return to the building until the Fire Department declares that it is safe to do so.

**STAFF ACTIONS:**

- EVACUATE students from the building using primary or alternate fire routes. Take emergency backpack and student kits. Maintain control of the students a safe distance from the fire and firefighting equipment.
- Take attendance. Report missing students to the Principal/designee and emergency response personnel.
- Maintain supervision of students until the Fire Department determines it is safe to return to the school building.

**Flooding**

Flooding could threaten the safety of students and staff whenever storm water or other sources of water threaten to inundate school grounds or buildings. Flooding may occur if a water pipe breaks or prolonged rainfall causes urban streams to rise. Flooding may also occur as a result of damage to water distribution systems such as failure of a dam or levee. If weather-related, an alert message will be broadcast over the weather radio station.

**PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

- Issue STAND BY instruction. Determine if evacuation is required.
- Notify local police department of intent to EVACUATE, the location of the safe evacuation site and the route to be taken to that site.
- Delegate a search team to assure that all students have been evacuated.
- Issue Off Site Evacuation instruction if students will be evacuated to a safer location by means of buses and cars.
- Post a notice on the office door stating where the school has relocated and inform the LCER CEO.
- Monitor AM radio weather station 960 for flood information.
- Notify LCER CEO of school status and action taken.
- Do not allow staff and students to return to the building until proper authorities have determined that it is safe to do so.

**STAFF ACTIONS:**

- If warranted, EVACUATE students using evacuation plan. Take the class roster, emergency backpack and student comfort kits. Take attendance before leaving the campus.
- Remain with students throughout the evacuation process.
- Upon arrival at the safe site, take attendance. Report any missing students to Principal/site administrator and emergency response personnel.
- Do not return to school building until it has been inspected and determined safe by property authorities.

## Loss or Failure Of Utilities

This procedure addresses situations involving a loss of water, power or other utility on school grounds. This procedure should also be used in the event of the discovery of a gas leak, an exposed electrical line, or a break in sewer lines.

Procedure:

1. If water or an electrical line is broken, an effort should be made to turn off water or power to the affected area and notify the Principal or designee immediately.
2. Upon notice of loss of utilities, the Principal or designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, or EVACUATE BUILDING.
3. The Principal or designee will notify the appropriate utility company and will provide the location and nature of emergency. Appropriate personnel will also be notified at the discretion of the Principal or designee.
4. The Principal or designee will notify the Lewis Center CEO of the loss of utility service.
5. As needed, school emergency supplies will be utilized to compensate for the loss of a utility.
6. If the loss of utilities may generate a risk of explosion, such as a gas leak, please refer to that section.
7. In addition to the procedures listed above, the Incident Commander will implement the following plans in the event utilities are disrupted.

### A. Plan for a Loss of Water:

- Toilets: 5 gallon buckets with shower curtains in each classroom.
- Bottled Water will be delivered to classrooms as needed.

### B. Plan for a Loss of Electricity:

- Emergency Light: Flashlight in each classroom.
- Generators are located on each campus.

### C. Plan for a loss of Communication

- Telephone Service:
- Administrators carry cellular phones.
- Administrators and CDO's (proctors) carry radios.

## Motor Vehicle Crash

A motor vehicle crash may result in a fuel or chemical spill on school property. If the crash results in a utility interruption, refer to the section on Utility Failure.

### PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

- Notify police and fire department (call 911).
- Determine immediate response procedures, which may include EVACUATION, or OFF-SITE EVACUATION which may include the use of buses or alternate transportation.
- Arrange for first aid treatment and removal of injured occupants from building.
- Secure area to prevent unauthorized access until the public safety officials (police, sheriff, fire department) arrive.
- Ensure that students and staff remain at a safe distance from the crash.
- Account for all building occupants and determine extent of injuries.
- Notify LCER CEO.

### STAFF ACTIONS:

- Notify Principal.
- Move students away from immediate vicinity of the crash.
- EVACUATE students to a safe assembly area away from the crash scene. Take class roster/name tags and emergency backpack.
- Check school site to assure that all students have evacuated.

- Take attendance at the assembly area.
- Report missing students to the principal /designee and emergency response personnel.
- Maintain control of the students a safe distance from the crash site.
- Care for the injured, if any.
- Escort students back to the to the school site when emergency response officials have determined it is safe to return to the building.



## Psychological Trauma

Crisis management refers to actions during and after any emergency that may have a psychological impact on students and staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies like those described above usually produce one or more of the following conditions:

- Temporary disruption of regular school functions and routines. Significant interference with the ability of students and staff to focus on learning.
- Physical and/or psychological injury to students and staff.
- Concentrated attention from the community and news media.

As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been insured, attention must turn to meet the emotional and psychological needs of students and staff.

#### Procedure:

- The School Administrator will establish the Psychological First Aid Team, which has the primary responsibility for providing necessary assistance after all types of crises.
- The Psychological First Aid Team will assess the range of crisis intervention services needed during and following an emergency.
- The Psychological First Aid Team will provide direct intervention services.
- If there is a need for additional assistance, the Principal or designee will notify the Apple Valley Unified School District Superintendent.
- The Psychological First Aid Team will advise and assist the Principal to restore regular school functions as efficiently and as quickly as possible.
- In performing their duties, the Psychological First Aid Team members will limit exposure to scenes of trauma, injury and death.
- The Psychological First Aid Team will provide ongoing assessment of needs and follow-ups services as required.

#### SUICIDE

While psychological distress can be caused by a traumatic event, students may also display emotional distress through suicidal or self-harming actions. The school site does not provide direct medical support for students; however, we do work to identify signs and signals that leads to family communication and recommendations/referrals to support services. When a student vocalizes a concern, staff will work through a protocol to determine the gravity of the situation and student endangerment.

#### SUICIDE PREVENTION, INTERVENTION AND POSTVENTION:

The AAE recognizes that youth suicide is a serious problem across the state of California, where an average of two young people under 25 die by suicide every week and as many as one out of five students have seriously considered suicide in the last year. The AAE recognizes that, as The California Strategic Plan on Suicide Prevention: Every Californian is Part of the Solution states, that a full range of strategies, starting from prevention and early intervention, should be targeted to Californians of all ages. The AAE believes that the school plays a unique and important role in the prevention of youth suicide in our community. These policies and procedures outline the AAE's approach to youth suicide prevention, intervention, and postvention. This policy shall be available to all staff and reviewed and updated at the beginning of each school year.

#### PREVENTION

The AAE recognizes that suicide prevention is most effective when students, staff, parents, and community members have adequate information about prevention. With this in mind, the following will be provided \*\*annually depending on staff and family retention\*\*:

#### FOR STAFF

Review of these policies and procedures before or near the beginning of the school year. Training for all teachers, school health staff, and other staff, including the following information:

- Background on the scope of the problem of youth suicide
- Information about the signs of stress and depression and where to send students for help
- Information on risk factors for suicide
- Information about signs of suicidal thinking
- Information about how to intervene when a student presents signs of suicidal thinking
- Access to written copies of this policy in hard copy in main office, intranet, school website, and student handbooks.
- The AAE will follow the Suicide Prevention Resource Center's Safe Messaging Guidelines, available at:

<http://www.sprc.org/sites/sprc.org/files/library/SafeMessagingrevised.pdf>, in suicide prevention education with staff.

#### FOR STUDENTS

Developmentally-appropriate, student-centered education materials will be integrated into the curriculum of all K-12 health classes. The content of these age-appropriate materials will include:

- the importance of safe and healthy choices and coping strategies,
- how to recognize risk factors and warning signs of mental disorders and suicide in oneself and others,
- help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help. In addition, schools may provide supplemental small group suicide prevention programming for students. At least once per semester, (school support staff such as school counselors or health staff) will visit students in their classrooms to remind them of resources within the school. The AAE recognizes that it is not a safe practice to teach suicide prevention in assemblies or other large gatherings and that prevention education should be taught in classrooms or other small group settings.

#### FOR STUDENTS' FAMILIES

In partnership with the PTC and/or other parent/community organizations, an annual training including the following:

- Background on the scope of the problem of youth suicide
- Information about the signs of stress and depression and a parent's role in helping
- Information on risk factors for suicide
- Information about signs of suicidal thinking
- Information about parenting and communication strategies for suicide prevention
- Information about when and how to intervene when signs of suicidal thinking appear
- Resources in the school and community for families that need help
- Written information about suicide prevention will be included in the packet sent to students' families at the beginning of the school year.
- The AAE will follow the Suicide Prevention Resource Center's Safe Messaging Guidelines.

#### INTERVENTION

From time to time, it will come to a staff member's attention that a student is experiencing a crisis that may include suicidal thinking or behavior. The following procedures will be observed when this occurs: Assessing the scope of the crisis and the risk of suicide. If the information comes directly from the student, expressed either verbally or through behavior, the staff member will obtain basic information from the student about the crisis. The staff member will then share this information verbally with a member of the student support team, in the presence of the student and with the student's participation whenever possible. Student Support Team includes: School Psychologist, School Counselor, Elementary, and Secondary Vice Principals.

If the information comes from another person such as a peer or a parent, the staff member will refer the situation to a student support team member, who will immediately schedule a meeting with the student. The support team member will further discuss the situation with the student to obtain information about the crisis and assess their needs. If the student reveals mental health concerns and/or suicidal ideation, the support team member will perform a suicide risk assessment using a recommended tool.

#### RESPONSE TO IDENTIFIED SCHOOL RISK:

If there is immediate risk of harm to the student's self or others (for example, a suicide attempt in progress) the support team member will contact the student's parent or guardian, as stated in the Parental Notification and Involvement section, and will assist the family with urgent referral. When appropriate, this may include calling emergency services or bringing the student to the local Emergency Department, but in most cases, will involve setting up an outpatient mental health or primary care appointment and communicating the reason for referral to the healthcare provider. Staff will ask the student's parent or guardian for written permission to discuss the student's health with outside care, if appropriate. \*\*The student must not be left alone while awaiting first responders.\*\*

If there is high risk, the support team member must remain with the student and provide a safe, calming environment. The support team member will notify the student's guardian(s) that they should come to the school and will notify the building administrator. If the student's guardian(s) are unavailable or unable to come to the school: A student age 13 or older may independently consent for a range of mental health services (see below). If the student is 12 or under, the student may remain under observation while continued efforts are made to contact her or his guardian or emergency contact. If a responsible adult cannot be located within a reasonable amount of time, the student may be transported to the nearest ER for evaluation. With the student's guardian or, for students 13 or older, without them, the support team member may call the local crisis line to request a crisis evaluation. The

guardian may instead choose to bring the child to the nearest hospital for evaluation. The building administrator must be notified if the student will be leaving school grounds.

If there is moderate risk, the support team member must remain with the student and provide a safe, calming environment. The student's guardian(s) will be contacted to come to the school before the end of the school day. In the event that the guardian(s) cannot be reached or are unsupportive: a student age 13 or older may independently consent for a range of mental health services (see below). If the student is 12 or under, the student may remain under observation while continued efforts are made to contact her or his guardian or emergency contact. With the student's guardian or, for students 13 or older, without them, the support team member may call the local crisis line to request a crisis evaluation. The guardian may instead choose to bring the child to the nearest ER for evaluation. The building administrator must be notified if the student will be leaving school grounds. A student at moderate risk who is willing to commit in the presence of her or his guardian to staying safe until the next school day will create a safety plan. This process may be revisited at the beginning of the next school day and a new safety plan drafted.

If there is low risk, the support team member will work with the student to describe the situation to her or his guardian(s). The student will commit to staying safe until the next school day and will create a safety plan. This process may be revisited at the beginning of the next school day and a new safety plan drafted. If a student is remaining in school but has missed class time or the crisis is affecting their school performance, the support team member will discuss with the student and, if applicable, the student's guardian what should be shared with the student's teachers. This may include the nature of the crisis, accommodations made in the safety plan, and what support the student will need. This information should be shared with the student's teachers in a confidential manner that will not be seen or overheard by other students or staff.

#### OUT-OF-SCHOOL SUICIDE ATTEMPTS:

If a staff member becomes aware of a suicide attempt by a student that is in progress in an out-of-school location, the staff member will: Call the police and/or emergency medical services, such as 911. Inform the student's parent or guardian. Inform the school suicide prevention coordinator and principal. If the student contacts the staff member and expresses suicidal ideation, the staff member should maintain contact with the student (either in person, online, or on the phone). The staff member should then enlist the assistance of another person to contact the police while maintaining verbal engagement with the student.

#### RE-ENTRY:

If a student has missed one or more days of school because of a suicidal crisis (for example, because of inpatient hospitalization or emergency expulsion), the student's re-entry to school must begin with a re-entry meeting to ensure the student's readiness for return to school. A school employed mental health professional or other designee will be identified to coordinate with the student, their parent or guardian, and any outside mental health care providers. The parent or guardian will provide documentation from a mental health care provider that the student has undergone examination and that they are no longer a danger to themselves or others. During the meeting, the team will discuss how to support the student in phasing back into normal school life. Depending on the student's situation, this could include accommodations such as beginning with a lighter course load or workload. The designated staff person will periodically check in with student to help the student readjust to the school community and address any ongoing concerns.

#### PARENTAL NOTIFICATION AND INVOLVEMENT

In situations where a student is assessed at risk for suicide or has made a suicide attempt, the student's parent or guardian will be informed as soon as practicable by the Principal, designee, or mental health professional. If the student has exhibited any kind of suicidal behavior, the parent or guardian should be counseled on "means restriction," limiting the child's access to mechanisms for carrying out a suicide attempt. Staff will also seek parental permission to communicate with outside mental health care providers regarding their child. Through discussion with the student, the principal or school employed mental health professional will assess whether there is further risk of harm due to parent or guardian notification. If the Principal, designee, or mental health professional believes, in their professional capacity, that contacting the parent or guardian would endanger the health or well-being of the student, they may delay such contact as appropriate. If contact is delayed, the reasons for the delay should be documented.

#### POSTVENTION

The AAE recognizes that suicide is a crisis that affects the entire school community. In the event of a student's death by suicide, it is critical that the school's response be swift, consistent, and intended to protect the student body and community from suicide contagion.

#### Development and Implementation of an Action Plan:

The crisis team will develop an action plan to guide school response following a death by suicide. A meeting of the crisis team to implement the action plan should take place immediately following news of the suicide death. The action plan may include the following steps: Verify the death. Staff will confirm the death and determine the cause of death through communication with a coroner's office, local hospital, the student's parent or guardian, or police department. Even when a case is perceived as being an obvious instance of suicide, it should not be labeled as such until after a cause of death ruling has been made. If the cause of death has been confirmed as suicide but the parent or guardian will not permit the cause of death to be disclosed, the school will not share the cause of death but will use the opportunity to discuss suicide prevention with students.

#### Assess the situation.

The crisis team will meet to prepare the postvention response, to consider how severely the death is likely to affect other students, and to determine which students are most likely to be affected. The crisis team will also consider how recently other traumatic events have occurred within the school community and the time of year of the suicide. If the death occurred during a school vacation, the need for or scale of postvention activities may be reduced.

#### Share information.

Before the death is officially classified as a suicide by the coroner's office, the death can and should be reported to staff, students, and parents/guardians with an acknowledgement that its cause is unknown. Inform the faculty that a sudden death has occurred, preferably in a staff meeting. Write a statement for staff members to share with students. The statement should include the basic facts of the death and known funeral arrangements (without providing details of the suicide method), recognition of the sorrow the news will cause, and information about the resources available to help students cope with their grief. Public address system announcements and school-wide assemblies should be avoided. The crisis team may prepare a letter (with the input and permission from the student's parent or guardian) to send home with students that includes facts about the death, information about what the school is doing to support students, the warning signs of suicidal behavior, and a list of resources available.

#### Avoid suicide contagion.

It should be explained in the staff meeting described above that one purpose of trying to identify and give services to other high risk students is to prevent another death. The crisis team will work with teachers to identify students who are most likely to be significantly affected by the death. In the staff meeting, the crisis team will review suicide warning signs and procedures for reporting students who generate concern.

#### Initiate support services.

Students identified as being more likely to be affected by the death will be assessed by a school employed mental health professional to determine the level of support needed. The crisis team will coordinate support services for students and staff in need of individual and small group counseling as needed. In concert with parents or guardians, crisis team members will refer to community mental healthcare providers to ensure a smooth transition from the crisis intervention phase to meeting underlying or ongoing mental health needs.

#### Develop memorial plans.

The AAE recognizes that it is not a safe practice to hold a candlelight vigil, hold a memorial service, or erect a permanent memorial (such as a plaque, bench, or tree) at the school in the case of a suicide, as these practices could contribute to sensationalization of suicide or students considering suicide a means to gain admiration or attention. Acceptable "living memorials" that decrease the risk of suicide contagion include: A student-led suicide prevention initiative supervised by one or more faculty members; A donation or fundraiser for a local crisis service or mental health care provider, such as:

- Participation as a school in a local suicide awareness event;
- Hosting a suicide prevention or postvention training for students, staff, and/or families;
- Placing printed prevention resources in the school.

#### External Communication

The school principal or designee will be the sole media spokesperson. Staff will refer all inquiries from the media directly to the spokesperson. The spokesperson will:

- Keep the LCER suicide prevention coordinator and CEO informed of school actions relating to the death.
- Prepare a statement for the media including the facts of the death, postvention plans, and available resources. The statement will not include confidential information, speculation about victim motivation, means of suicide, or personal family information.
- Answer all media inquiries. If a suicide is to be reported by news media, the spokesperson should encourage reporters not to make it a front-page story, not to use pictures of the suicide victim, not to use the word suicide in the caption of the story, not to describe the method of suicide, and not to use the phrase "suicide epidemic" – as this may elevate the risk of suicide contagion. They should

also be encouraged not to link bullying to suicide and not to speculate about the reason for suicide. Media should be asked to offer the community information on suicide risk factors, warning signs, and resources available.

#### Days After Postvention

Well after the loss of a student to suicide, the school will be mindful of anniversaries, such as the anniversary of the death, the student's birthday, the date the student would have graduated, etc. Students identified as at risk will receive extra support and observation during these times as well.

#### **Suspected Contamination of Food or Water**

This procedure applies if there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies or suspicion of possible food/water contamination. Indicators of contamination may include unusual odor, color and/or taste or multiple individuals with unexplained nausea, vomiting or other illnesses.

#### PRINCIPAL/SITE ADMINISTRATOR ACTIONS:

Call 911.

Isolate suspected contaminated food/water to prevent consumption. Restrict access to the area.

Maintain a log of affected students and staff and their symptoms, the food/water suspected to be contaminated, the quantity and character of products consumed and other pertinent information.

Provide list of potentially affected students and staff to responding authorities.

Provide staff with information on possible poisonous materials in the building.

Notify LCER CEO of situation and number of students and staff affected.

Confer with Department of Health and Human Services before the resumption of normal school activities.

Prepare communication for families advising them of situation and actions taken.

#### STAFF ACTIONS:

Notify principal/site administrator.

Call the Poison Center Hotline 1-800-222-1222.

Administer first aid as directed by poison information center.

Seek additional medical attention as needed.

#### PREVENTATIVE MEASURES:

Keep poisonous materials in a locked and secure location.

Post the Poison Control Center emergency number in the front office, school clinic and on all phones that can call outside.

Post the names of building personnel who have special paramedic, first aid training or other special lifesaving or life-sustaining training.

#### **Tactical Responses to Criminal Incidents**

Any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials. However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed. The LCER CEO or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

#### **Unlawful Demonstration or Walkout**

An Unlawful Demonstration/Walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

## Procedure

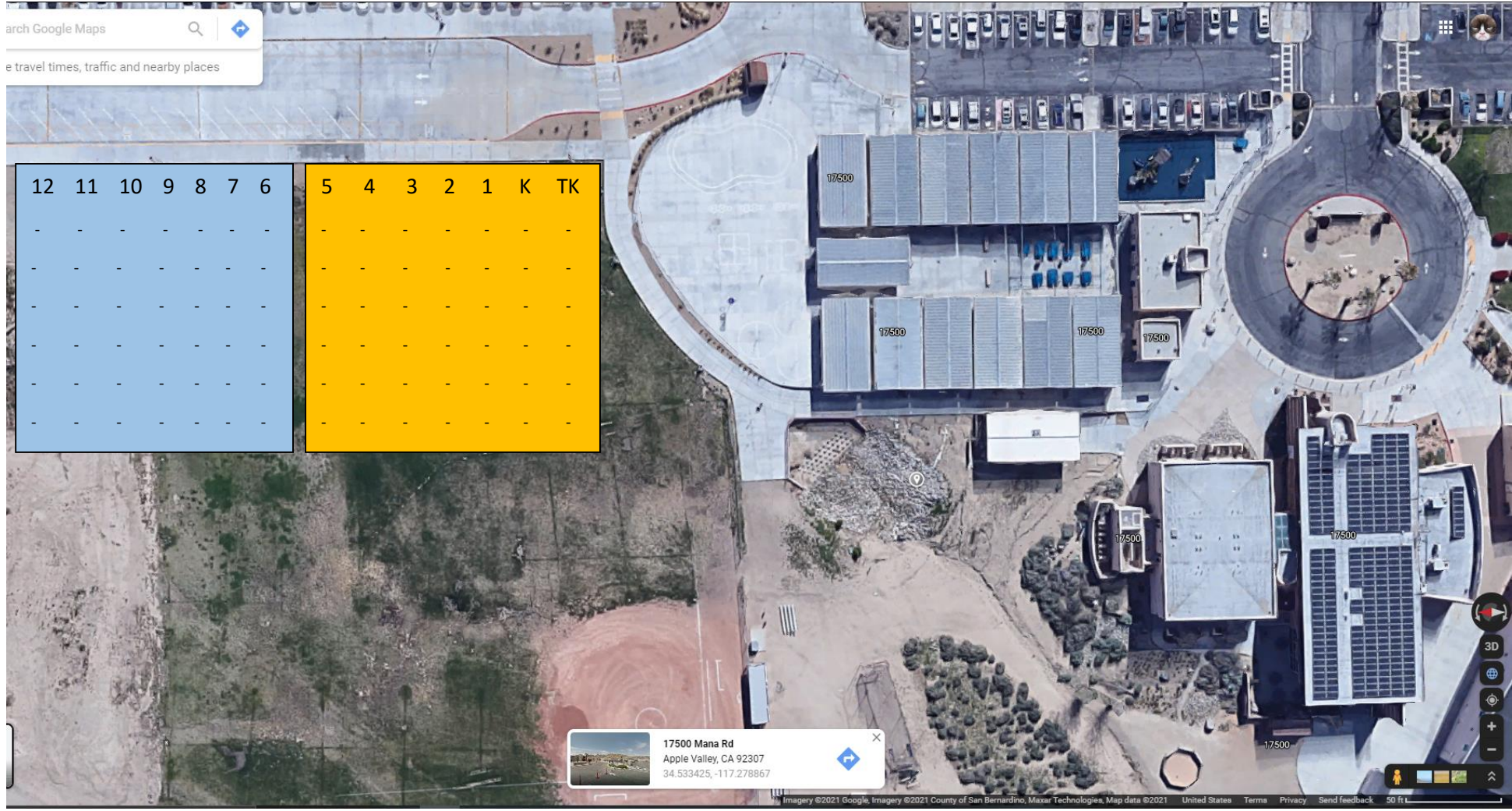
1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the Principal or designee.
2. The Principal or designee will initiate appropriate Immediate Response Actions.
3. The Principal or designee will call 911 to request assistance and will provide the exact location and nature of emergency.
4. The Emergency Response Team will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked down, as a blocked entrance may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Request Gate Team, in consultation with the Principal or designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while offsite.
6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the Principal or designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and/or blinds.
7. The Documentation staff member should keep accurate record of events, conversations and actions.
8. The Principal or designee should proceed in good judgment on basis of police or other legal advice, in taking action to control and resolve the situation.
9. The Principal or designee will notify parents of the incident, as appropriate.

## Emergency Evacuation Map



Search Google Maps  
Get travel times, traffic and nearby places

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## Lewis Center for Educational Research

**BP 3500: BUSINESS AND NON-INSTRUCTIONAL OPERATIONS  
HEALTH AND SAFETY POLICY FOR COVID-19**

**Adopted: July 16, 2020**

**Revised: September 13, 2021**

It is the policy of the Lewis Center for Educational Research (“LCER”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students, staff and visitors at all of its campuses. In accordance with this policy, the LCER temporarily implements health and safety measures to mitigate the spread of COVID-19. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing the other measures can make up for the absence of another. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control (“CDC”), the California Department of Education (“CDE”), California Department of Public Health (“CDPH”), and several county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. In collaboration with the county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions, each LCER school must individually determine whether more or less stringent measures are necessary to align with the applicable public health order.

The LCER offers short and long term independent study as an alternative to in-person instruction. Independent study will be available for students who are required to quarantine or isolate due to being infected with COVID-19 or being a close contact exposure to a positive COVID-19 case, medically fragile, or would be put at risk by an in-person instructional model. For example, students with a health condition, students with family members with a health condition, students who cohabitate or regularly interact with high-risk individuals, or are otherwise identified as “at-risk” by the parents or guardians are students whose circumstances otherwise merit independent study.

### **1. Limited Campus Access:**

- The LCER will limit nonessential visitors, volunteers, and activities involving external groups or organizations, particularly if there is moderate-to-high COVID-19 communicating transmission.
- The LCER will limit the number of students and staff with whom they come into contact.
- The LCER will exclude from the campus any staff member, student, parent, caregiver or visitor who refused to follow this health and safety policy.
- Students excluded from campus because they are required to quarantine or isolate due to being infected with COVID-19 or being a close contact exposure to a positive COVID-19 case shall be provided with short term independent study opportunities to support academic success to the greatest extent possible during exclusion.
- Students and staff who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify the teacher or supervisor, respectively, and the LCER will work with them to ensure that CDC recommended precautions are followed.
- If allowed on campus, any community groups, vendors and other third-party users of campus facilities shall be subject to applicable health and safety plans and restrictions.

- The LCER will minimize close contact, to the greatest extent possible, between students, staff, families, and the broader community at arrival and departure through one or more of the following methods:
  - Designate routes for entry and exit, using as many entrances and exits as can be supervised appropriately to decrease crowding at entry and exit points.
  - Instruct drivers to remain in the vehicle, to the extent possible, when dropping off or picking up students. When in-person drop-off or pick-up is needed, only a single parent or caregiver should enter the facility to pick up or drop off the child.
  - Require adults entering campus for in-person pick-up or drop-off to wear a face covering.
  - Provide supervision to disperse student gatherings during school arrival and departure.
  - Minimize contact at school between students, staff, families and the community at the beginning and end of the school day.
  - Stagger arrival and drop-off times and locations as consistently as practicable as to minimize scheduling challenges for families.
  - Designate routes for entry and exit, using as many entrances as feasible.
  - Advise at-home health screenings of students and staff before arrival at school (see Section 2).
- In the event that LCER campuses do not offer in-person instruction, all employees will be allowed to work on-campus, where feasible, and where consistent with this policy, public health guidance, and applicable law.

## 2. Wellness Checks and Temperature Screenings:

- *COVID-19 Symptoms*. Currently, the CDC has identified the following as potential symptoms of COVID-19:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- At-home wellness checks administered under this Policy shall:
  - Confirm that the subject has not experienced COVID-19 symptoms in the prior 24 hours, or potentially been exposed to COVID-19, by asking the following questions:
    - Have you had any one or more of these symptoms today or within the past 24 hours? Are these symptoms new or not explained by another reason?
      - Fever or chills
      - Cough
      - Shortness of breath or difficulty breathing
      - Fatigue
      - Muscle or body aches
      - Headache
      - New loss of taste or smell
      - Sore throat
      - Congestion or runny nose

- Nausea, vomiting or diarrhea
  - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within six feet of someone, who was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the patient is isolated, even if they were wearing a mask while they were around someone with COVID-19.
- *Home Screening (Students)*. Parents shall be instructed to screen the student before leaving the house for school. The LCER will provide all families with a list of COVID-19 symptoms. Before leaving the house, a parent should confirm that the student has a temperature below 100.4 degrees Fahrenheit and does not exhibit any other COVID-19 symptoms.
  - Any student who has a fever or other COVID-19 symptoms must stay home from School and should seek COVID-19 testing. Symptomatic students should isolate and quarantine pursuant to CDPH and SBCDPH guidance, and shall not return for in-person instruction until they have met CDPH criteria to return to school for those with symptoms which generally last for at least 10 days after onset of symptoms, 24 hours since they were fever free without the use of fever reducing medication, and after symptoms have improved.
  - If a student with potential COVID-19 symptoms tests negative, the student may return 24 hours after their fever has passed without the use of fever reducing medication and symptoms have improved. Symptomatic students may alternatively return after such period as required by local health orders or directives, or if a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition.
- *Home Screening (Staff)*. All staff who report to work (in-person) are required to perform a self-administered wellness check for COVID-19 symptoms before leaving home for work. The LCER will provide all staff with a list of COVID-19 symptoms. Active symptom screening shall be conducted at the worksite if required by a local order.
  - Any staff member who has a fever of 100.4 degrees Fahrenheit or higher and/or any of the COVID symptoms is directed to notify the supervisor and stay home from work and await further instructions. Symptomatic staff members should isolate and quarantine pursuant to CDPH and SBCDPH guidance, and shall not return for in-person work until they have met CDPH criteria to return to work for those with symptoms which generally last for at least 10 days after the onset of symptoms, 24 hours since they were fever free without the use of fever reducing medication, and after symptoms have improved.
  - If a staff member with potential COVID-19 symptoms tests negative, the staff member may return 24 hours after their fever has passed without the use of fever reducing medication and symptoms have improved.
  - If symptoms are secondary to an underlying condition (i.e., allergies or asthma) and have not worsened, then the staff member can report to work and follow hygiene practices.
- *Campus Screening (Visitors)*. Each visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
  - The staff member who greets the visitor at the entrance shall administer an in-person wellness screening (confirming visitor is not exhibiting symptoms of COVID or have been recently exposed to someone with COVID-19) prior to escorting the visitor to the destination:
    - If the visitor answers “no” to all questions, they may enter the school.
    - If the visitor answers “yes” to any of the questions, they may not enter the school.
- To prevent stigma and discrimination, health screenings should be kept as private as possible to maintain the confidentiality of the individuals. Race, nationality and country of origin should never be used as a basis for particularized health screening.

- Any student or staff member who develops any COVID-19 signs or symptoms shall stay home, unless and until all conditions have been met pursuant to CDPH and local guidance.

### 3. COVID-19 Testing and Reporting:

- Consistent with CDPH Guidance, the LCER will implement surveillance testing of staff and students as directed by the San Bernardino County Department of Public Education (“SBCDPH”) and the following standards.
  - Surveillance testing is either 1) in response to an outbreak at a school site, and/or 2) on a staff-wide basis when instructed by SBCDPH based upon local disease trends.
    - In response to an outbreak, only one (1) test per symptomatic person or close contact is required. A repeat test may be necessary if the initial test is positive or if symptoms later develop.
    - Additional levels of COVID-19 testing may be implemented in response to local disease trends, an outbreak, as determined by the SBCDPH or CDPH, where required by Cal/OSHA regulations, or where otherwise required bylaw or public health guidance.
  - The LCER can cause tests to be provided at any one of its campuses, or have staff and students get tested at any local testing site or by their health insurance provider, which must cover thecost.
    - If County-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
  - The LCER’s liaison must be made aware of the test results and report those results to SBCDPH.
    - Staff or students who refuse to take a test or to report the test results to the LCER will not beallowed to return to in-person instruction or otherwise enter the LCER campus. Both the testing and the reporting are required under applicable public health guidance and legal authority.
    - The LCER does not retaliate against an employee or student for disclosure of a positive test,diagnosis or order to self-quarantine or isolate. Any employee or student who believes thatthe LCER has violated this policy may file a complaint under the LCER’s Uniform Complaint Procedures.
  - The LCER must maintain confidentiality of test results, other than reporting the results to SBCDPH. All medical information about any employee must be stored separately from the employee’s personnel file in order to limit access to this confidential information. The LCER must have a separate confidential medical file for each employeewhere the LCER stores employee medical information. Medical information includes COVID-19 test results, an employee’s statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing an employee needs time off due to COVID-19, etc. For students, the LCER will take similar precautions to safeguard the students’ privacy and confidentiality, consistent with FERPA and all relevant legal requirements.
- Students and family members are strongly encouraged to be tested for COVID-19 before returning to the school facility and monthly while receiving in-person instruction.
- In the event of a positive test result of a student or family member:
  - The LCER requires that parents/guardians notify school administration or supervisor immediately if the student tested positive for COVID-19 or if one of the household members or non-household close contacts tested positive for COVID-19.
  - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the LCER will take actions as required and set forth in Section 4 below.

#### 4. Response to Suspected or Confirmed Cases and Close Contacts:

- In the event of notice of potential exposure,<sup>2</sup> the LCER will take the following actions within one (1) business day of the notice of potential exposure:
  - Provide a written notice to all employees who were on the premises in the same worksite<sup>3</sup> as the qualifying individual<sup>4</sup> within the infectious period<sup>5</sup> that they may have been exposed to COVID-19.<sup>6</sup>
  - Provide all employees who may have been exposed, if any, with information regarding COVID-19-related benefits to which employees may be entitled under applicable federal, state, or local laws.
    - Information regarding COVID-19-related benefits includes, but is not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, LCER sick leave, state-mandated leave, supplemental sick leave, as well as anti-retaliation and antidiscrimination protections applicable to employees.
- Records of the above notices shall be retained for a minimum of three (3) years.
- In the event of a suspected COVID-19 case(s):
  - The LCER will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
  - Any students or staff exhibiting symptoms should immediately be required to wait in a separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
- In the event of one or more confirmed COVID-19 case(s), in addition to the steps required in response to a notice of potential exposure, the LCER will follow the COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year, including implementation of the following practices:
  - Notify the SBCPHD of any known case of COVID-19 among any student or employee who was present on the LCER campus within the 10 days before a positive test result.
  - The notification to the SBCPHD must include:
    - The full name, address, telephone number, and date of birth of the individual who tested positive;
    - The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
    - The full name, address, and telephone number of the person making the report.
  - Notify all staff in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
  - Notify exposed families as relevant while maintaining confidentiality as required by state and federal laws.
  - Close off areas used by any sick person and do not use before cleaning and disinfection. Follow cleaning and ventilation procedures in Section 6 and 7.
  - Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
  - Update protocols as needed to prevent further cases in accordance with CDPH Guidelines.
  - Implement communication plans for exposure at school and potential school closures to include outreach to students, parents, teachers, staff and the community.
  - Include information for staff regarding labor laws, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
  - Develop a plan for continuity of education. Consider in that plan how to also continue nutrition and other services provided in the regular school setting to establish alternate mechanisms for these services to continue.

- Maintain regular communications with the local public health department.
- Where stable classroom cohorts have been maintained: Consider having all students and staff get COVID-19 testing and remain quarantined at home for 14 days.
- Identify school contacts, inform the LHD of identified contacts, and exclude contacts (possibly the entire stable group from school for 10 days after the last date the case was present at school while infectious.
- Close contact means being within six feet of someone, who was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the patient is isolated.
- Close contacts should be instructed to get COVID-19 testing and should remain quarantined in accordance to CDPH and LHD guidelines.
- For all settings: Provide information regarding close contacts to the county public health department.
- If the COVID-19 case was present on the LCER campus, the individual must be excluded from campus for at least 10 days from COVID-19 symptom onset, or if asymptomatic, 10 days from the date the specimen was collected for the positive COVID-19 test.
- In the event of a cluster (three or more cases within 14 days), the LCER will contact SBCPHD officials, as necessary, and work closely with such officials to determine whether the cluster is an outbreak, requiring outbreak response.
- In the event of an outbreak, as defined by CDPH, at the school site:
  - Within forty-eight (48) hours, the Executive Director or designee shall notify SBCDPH of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual.<sup>8</sup> The Executive Director shall also report the address and North American Industry Classification System (“NAICS”) code of the worksite where the qualifying individuals work.<sup>9</sup> Additional notice will be provided of any subsequent laboratory-confirmed cases of COVID-19 at the worksite.
  - The LCER will notify students, families, employees, and stakeholders that the LCER and local public health department are investigating a cluster and/or outbreak. The notice will encourage all stakeholders to follow public health recommendations.
  - In accordance with state guidance regarding closing schools in response to confirmed cases,<sup>10</sup> and in consultation with the local public health department, the appropriate school official may decide whether school closure versus cleaning and quarantine of exposed persons or other intervention is warranted, including the length of time necessary, based on the number of cases at the school and the risk level within the specific community as determined by the local public health officer.
  - If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using short term independent study. Consistent with the LCER’s adopted Independent Study Board Policy 6158.
  - Provide guidance to parents, teachers and staff reminding them of the importance of community mitigation measures while a school is closed, including vaccinations, masking, etc.
- Close contacts to confirmed COVID-19 case:
  - **For Staff:** The LCER follows the CDC and CDPH Guidance on Isolation and Quarantine for COVID-19 Contact Tracing for staff who are close contact exposures to confirmed COVID-19 cases.
    - For vaccinated staff who are close contacts of confirmed COVID-19 cases are not required to quarantine but should be tested 3-5 days following the date of their exposure.
    - For unvaccinated staff who are close contacts (regardless if exposure was during school out outside of school) of confirmed COVID-19 cases should be sent home

- immediately, instructed to get COVID-19 testing instructed to get COVID-19 testing three (3) to five (5) days from the last exposure. Even if they test negative, they should remain in quarantine for a full 10 days after (1) date of last exposure to COVID- 19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.
- **For Students:** The LCER follows the CDC and CDPH Guidance on COVID-19 Public Health Guidance for K-12 Schools in California, 2021-122 School year for close contact exposures.
    - For vaccinated close contacts of confirmed COVID-19 cases are not required to quarantine but should be tested 3-5 days following the date of their exposure.
    - For unvaccinated students who are close contacts (at home or outside of school) of confirmed COVID-19 cases should be sent home immediately, instructed to get COVID-19 testing instructed to get COVID-19 testing three (3) to five (5) days from the last exposure. Even if they test negative, they should remain in quarantine for a full 10 days after (1) date of last exposure to COVID- 19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.
    - For unvaccinated students who are close contacts (during school) of confirmed COVID-19 cases, where both parties were wearing a mask in any school setting in which students are supervised by school staff (including indoor or outdoor school settings and school buses), may undergo a modified quarantine as follows. They may continue to attend school for in-person instruction if they:
      - Are asymptomatic;
      - Continue to appropriately mask, as required;
      - Undergo at least twice weekly testing during the 10-day quarantine; and
      - Continue to quarantine for all extracurricular activities at school, including sports, clubs, after school events, performances, etc.
      - If symptoms develop during this 10-day period, the exposed student must immediately isolate and get tested and/or contact their healthcare provider.
    - For unvaccinated close contacts (during school) of confirmed COVID-19 cases, where either party was not wearing a mask during the indoor exposure, may undergo a modified quarantine (at home) as follows, as long as they remain asymptomatic:
      - Quarantine can end after day 10 from the date of last exposure without testing; OR
      - Quarantine can end after day 7 if a diagnostic specimen is collected after day 5 from the date of last exposure and tests negative; AND
      - Continue daily self-monitoring for symptoms and continue with other safety measure to include wearing face coverings, hand washing, distancing as much as possible, through day 14 from last known exposure.
      - If any symptoms develop during this 14-day period, the exposed student must immediately isolate and get tested and/or contact their healthcare provider.
  - No actions need to be taken for persons who have not had direct contact with a confirmed COVID-19 case, and instead have had close contact with persons who were in direct contact.
  - Those who test positive should remain at home in isolation until they have met county health department criteria to discontinue home isolation.
  - The LCER will consider a notification to the LCER community regarding the close contacts exposure.
  - Individuals who have tested positive for COVID-19 within the past 3 months and recovered do not have to quarantine or get tested again as long as they do not develop



new symptoms. People who develop symptoms again within 3 months of their first bout of COVID-19 should be tested again if there is no other cause identified for their symptoms.

- Returning to school after home isolation:
  - Symptomatic individuals who test positive for COVID-19 can return:
    - At least twenty-four (24) hours have passed since last fever without the use of fever-reducing medications,
    - After other symptoms have improved, and
    - They have a negative test for SARS-CoV-2, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 10 days have passed since symptom onset.
  - Asymptomatic individuals who never had symptoms but were tested due to a close contact with a laboratory-confirmed case patient, and who tested negative may return ten (10) days after the last known close contact with the case patient.
  - Symptomatic individuals who test negative for COVID-19, can return 24 hours since they were fever free without the use of fever reducing medication, and after symptoms have improved.
- School Closure Criteria:
  - If the LCER campus is open for in-person instruction, it may subsequently and temporarily close for in-person instruction based on the following criteria:
    - 1) An outbreak has occurred in 25% or more stable groups at the School in 14-day period,
    - 2) 3 outbreaks have occurred in a 14-day period AND 5% of school population in infected, or
    - 3) As determined by the local health department
  - After closure, may reopen after 14 days, cleaning, disinfection, public health investigation, and local health department consultation.

## **5. Sanitizing/Hygiene Materials and Practices:**

- The LCER will develop routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Sanitation routines will enable students and staff to regularly wash hands at staggered intervals.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The LCER shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application.
- If soap and water are not readily available, the LCER shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol (Note: frequent handwashing is more effective than the use of hand sanitizers).
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- The LCER shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Staff should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

**6. Routine Cleaning and Disinfecting:** The LCER will incorporate the CDPH and CDC Guidance for Cleaning, Disinfection and Ventilation as appropriate to maintain a high level of cleanliness throughout the year and reduce the risk of exposure to and the spread of COVID-19 at the school site.

- Custodial staff may perform thorough cleaning when students are not present. When cleaning, the space will be aired out before children arrive.
- Staff should wait twenty-four (24) hours before cleaning and disinfecting any area that was used by a person who was experiencing COVID-19 symptoms. If it is not possible to wait twenty-four (24) hours, then staff should wait as long as possible.
- The LCER will ensure proper ventilation during cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, bathroom surfaces and door handles, will be routinely cleaned.
- Students and staff are discouraged from sharing desks, computers, books, phones, pens, art supplies, or other work tools and equipment, when possible.
- When sharing is allowed, the items and equipment will be cleaned between uses.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the LCER will use those approved for use against COVID-19 on the Environment Protection Agency (EPA) approved list "N" and require staff to follow product instructions.
  - To reduce the risk of asthma and other health effects related to disinfecting, the LCER will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
  - The LCER will avoid products that contain peroxyacetic (paracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
  - Staff should follow label directions for appropriate dilution rates and contact times.
  - The LCER will establish a cleaning and disinfecting schedule in order to avoid both under and over use of cleaning products.
- Subject to available resources, disposable disinfecting wipes shall be made available so that staff can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use.
- To the extent feasible, site resources that necessitate sharing or touching items (e.g. drinking fountains) will not be used and replacement items (e.g. reusable water bottles) will be used to the extent practicable.
- Each student's belongings will be kept in an individually labeled storage container, cubby, or locker. Students are encouraged to take belongings home each day to be cleaned.

**7. Facility Measures:** The LCER will incorporate CDE guidance for maintaining a healthy facility to include some or all of the following:

- Facilities staff will ensure that ventilation systems and fans operate properly and increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
  - The LCER will consider alternatives, such as increased central air filtration (targeted filter

rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.

- Facilities staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- If possible, suspend or modify use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and installing hydration stations; encourage the use of reusable water bottles.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

**8. Physical Distancing:** The LCER will incorporate CDE and CDPH guidance with respect to physical distancing between students and staff.

- The LCER will implement physical distancing to the greatest extent possible and will not exclude students from in-person learning to keep a minimum distance requirement.
- The LCER will implement and layer other prevention strategies such as universal masking for all students and staff.
- The LCER will arrange desks and workspaces to create the maximum distance possible between individuals.
- Staff should minimize use of staff rooms, break rooms and other indoor settings.
- Staff and students are encouraged to eat meals outdoors or in large, well ventilated spaces.
- Prioritize the use and maximization of outdoor space for activities where practicable. For example, activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band (i.e. wind instruments) and choir practice and performances are encouraged to be held outdoors.
- Minimize mixing of students as much as practicable. For example, for elementary students, consider ways to keep students with the same group of students during lunch, maintain seating charts in all classrooms, keeping attendance for all activities.
- Where possible, trainings and other meetings will be conducted in a manner that accommodates physical distancing.
- Physical distancing (buses): The LCER will incorporate CDE guidance with respect to physical distancing between students on buses for athletic and other events (if bus transportation is provided).
- The LCER will maximize space between students and between students and the driver on school buses and will maximize air flow by opening windows as much as practicable.
- Seats on buses will be marked to require students to provide maximum physical distancing on buses. Seating will be staggered in accordance with CDE guidance.
- The LCER will ensure all individuals on the bus shall wear face covering at all times. Each bus is equipped with extra unused face coverings for students who may have inadvertently failed to bring one.

**9. Use of Face Coverings:** The LCER will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on face coverings; face coverings must be used in accordance with CDPH Guidelines and this Policy unless a person is exempt as explained in this Policy, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission.

- Face coverings are optional outdoors for students and staff. All students are required to wear face coverings while indoors, with exceptions per CDPH face mask guidance.
- All staff are required to mask when sharing indoor spaces with students. Staff excluded from this requirement are those that require respirator protection according to Cal/OSHA standards.
- Staff/students shall wear a clean minimum two-ply disposable face covering to school every day.
- Staff/students should avoid touching the face covering and should wash their hands frequently, including after removing the face covering.
- Staff are expected to teach, model and reinforce proper use of face coverings, and in limited circumstances, face shields to students.
- Staff/students may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations to enable staff/students to see faces and avoid potential barriers to phonological instruction as long as the wearer maintains a physical distance from others, to the extent practicable. Staff/student must return to wearing a face covering immediately after the phonological instruction.
- The LCER will post signs regarding the proper use, removal, and washing of face coverings.
- A face shield with a drape on the bottom edge may be an acceptable alternative for students or staff who are restricted from wearing a face covering due to a documented medical condition or who otherwise have an exemption to wearing a mask, as long as their condition permits
- Proper use of face coverings by student will be strictly enforced. The LCER will exclude from campus, anyone who refuses to wear a face covering in accordance with this policy. Students excluded from face covering requirements include anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the covering without assistance.
- The LCER shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- A face covering or face shield may be removed when alone in a room, for meals, snacks, or outdoor recreation, or when it needs to be replaced. When a face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again
- The LCER will provide face coverings for students and staff who lose them or forget to bring them to school.
- All visitors will be required to wear face coverings in any indoor setting, while on campus or school sponsored event.

**10. Use of Gloves and PPE:** The LCER requires staff to wear gloves and other Personal Protective Equipment (“PPE”) in accordance with the following standards.

- The LCER will provide surgical masks, face shields, and disposable gloves for staff engaging in wellness screenings.
- Workers or other persons handling or serving food must use gloves in addition to face coverings.
- The LCER will provide a clear plastic barrier or face covering and disposable gloves for front office and food service staff.
- The LCER will provide equipment and PPE to custodial staff for cleaning and disinfecting, including:
  - For regular surface cleaning, gloves appropriate for all cleaning and disinfecting.
  - For staff engaged in deep cleaning and disinfecting, proper PPE for COVID- 19 disinfection (disposable gown, gloves, eye protection, and face mask or respirator) in addition to PPE as required by product instructions.
  - Cleaning and disinfecting products must be kept out of children’s reach and stored in a

space with restricted access.

- As required by Cal/OSHA, the LCER will provide training on the proper use of PPE to protect staff from the hazards of the cleaning products used.
- Staff must wash hands after removing gloves.

### **11. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness:**

- The LCER Registered Nurse will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The LCER Registered Nurse will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The LCER will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness including the following:
  - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
  - Individuals who have trouble understanding information or practicing preventative measures, such as hand washing and physical distancing; and
  - Individuals who may not be able to communicate symptoms of illness.

### **12. Maintaining Healthy Operations:** The LCER will follow local public health orders and CDPH Guidance for maintaining healthy operations, including the following practices:

- Monitor, on a weekly basis, COVID-19 Guidance from SBCDPH, CDPH, and the San Bernardino County Office of Education.
- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- Monitor the types of illnesses and symptoms among your students and staff to help isolate them promptly as needed.
- Designate a staff liaison or liaisons to be responsible for responding to COVID-19 concerns. Workers should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.
- Maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records.
- Implement COVID-19 testing of staff and students as directed by local county health officers, the CDPH, and where required by law. Encourage students and families to receive testing from community testing sites before returning to school for in-person instruction and regularly while attending school in person.
- Consult with local health departments when routine testing is being considered by a local educational agency. The role of providing routine systematic testing of staff or students for COVID-19 (e.g., PCR swab testing for acute infection, or presence of antibodies in serum after infection) is currently unclear.
- Support students who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as virtual learning or independent study.

### **13. Protection of Higher Risk Staff:**

- The LCER recognizes that older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19.<sup>13</sup>
- Consistent with operational needs, the LCER shall support options to telework, if available and

reasonable.

- The LCER shall attempt to limit vulnerable staff duties to minimize their contact with visitors and other employees.

#### 14. COVID-19 Vaccinations:

- According to the CDPH, vaccination against COVID-19 is the most effective means of preventing infection with the COVID-19 virus, and subsequent transmission and outbreaks.
- The LCER will follow the CDPH mandate requiring verification of vaccination status among all staff, or will require diagnostic screening testing of unvaccinated workers at a minimum of once per week.
- The LCER will verify vaccine status of all workers according to the following modes:
  - COVID-19 Vaccine Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes the name of person vaccinated, type of vaccine provided and date last dose administered OR
  - A photo of a Vaccination Record Card as a separate document; OR
  - A photo of the employee's Vaccination Record Card stored on a phone or electronic device; OR
  - Documentation of COVID-19 vaccination from a health care provider: OR
  - Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader the employee's name, date of birth, vaccine dates and vaccine type; OR
  - Documentation of vaccination from other contract employers who follow these vaccination records guidelines and standards.
- The LCER will track verified employee vaccination status in a confidential manner, and will be stored in a confidential medical file, separate from the employee's personnel file.
- Employees who are not fully vaccinated<sup>14</sup>, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.
- Asymptomatic unvaccinated or incompletely vaccinated<sup>15</sup> employees are required to undergo diagnostic screening testing.
- Unvaccinated or incompletely vaccinated employees must be tested **at least once weekly** with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services
- Unvaccinated or incompletely vaccinated employees must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, **do not** waive this requirement for testing.

#### 15. Communications to the LCER Community:

- The LCER will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Prior to the start of the school year, the LCER will communicate to staff, students, and parents about new, COVID-19-related protocols, including

- Enhanced sanitation practices.
- Physical distancing requirements and recommendations.
- Proper use, removal and washing of face coverings
- Proper hygiene, cleanliness and disinfection protocols.
- Screening practices.
- How COVID-19 is spread. Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19.
- Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including testing arranged by the LCER.
- Guidelines for staff regarding COVID-19 specific symptom identification and when to seek medical attention.
- Guidelines for families about when to keep students home from school.
- Systems for self-reporting symptoms.
- Criteria and plan to close schools again for physical attendance of students.
- The LCER will train staff and students on protocols for physical distancing for both indoor and outdoor spaces.
- The LCER will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
- Communications will be targeted to the most vulnerable members of the LCER community.
- The LCER will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDE guidelines.

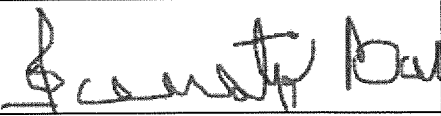

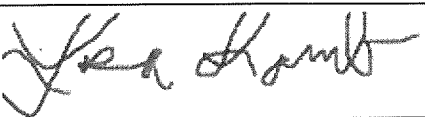
The President/CEO is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the LCER’s charter schools’ petitions. The President/CEO shall provide the Board with regular updates as to actions taken pursuant to this section.

# Comprehensive School Safety Plan

## 2022-23 School Year

**School:** Norton Science and Language Academy  
**CDS Code:** California  
**District:** Lewis Center for Educational Research  
**Address:** 230 S. Waterman Ave.  
 San Bernardino  
**Date of Adoption:** February 14, 2022  
**Date of Update:** January 30th 2022  
**Date of Review:**  
 - with Staff February 12th 2021  
 - with Law Enforcement  
 - with Fire Authority February 27th 2021

**Approved by:**

Name	Title	Signature	Date
Fausto Barragan	School Principal		
Myrna Foster	School Safety Planning Committee Representative	Ms. Foster	
Jessica Rodriguez	School Site Council representative		
Lisa Lamb/CEO	Lewis Center CEO		
E. Vetere	Law enforcement representative	attached	



Name	Title	Signature	Date
David Davis	Fire department representative		

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## Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Norton Science and Language Academy.

## Safety Plan Vision

Norton Science and Language Academy has developed this Comprehensive School Safety Plan (CSSP) to ensure a safe learning environment and site-based emergency preparedness for all students, faculty, and staff. The CSSP is intended to ensure compliance with State and Federal school safety program regulations.

Norton Science and Language Academy shall have a Board Approved Safety Plan to deal with natural and manmade disasters. NSLA Safety Plan acts as the umbrella, which encompasses all NSLA personnel, property, and actions during an emergency situation. Its purpose shall be to inform NSLA personnel, students, and parent/guardians of actions which will be taken during emergency situations. It establishes the standards for all emergency operations school-wide and is based on the California Standardized Emergency Management System (SEMS) model for responding to emergencies. It also establishes the requirements for regular school-level practice drills to familiarize students and personnel with proper procedures in the event of a disaster. This NSLA Safety Plan shall be reviewed annually and updated as needed. (1/30/22)

## **Components of the Comprehensive School Safety Plan (EC 32281)**

### **Norton Science and Language Academy Safety Committee**

Myrna Foster, Assistant Principal; Fausto Barragan, Principal; Teresa Monroy, CDO; Marco Lara, General Ed teacher; Carolina Torres, Kinder Teacher; Erin Mason, 4th grade teacher; Marcelo Congo, Director of student services; Stephany Mesinas, TK teacher.

### **Assessment of School Safety**

Need to update.....

A School Safety assessment was completed on September 23rd, 2020.

A School Safety assessment was completed on Oct. 27th, 2020.

In meetings--SSC, Cafecito, Safety Committee, Staff--the following information is reviewed:

- Student Behavior Incident
- Attendance Rates
- Suspension/Expulsion data
- Parent/Student Climate Surveys

### **Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)**

Norton Science and Language Academy complies with existing laws related to school safety included, but not limited to the following sections:

#### **(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)**

Child abuse or neglect includes the following:

- A physical injury or death inflicted by other than accidental means on a child by another person
- Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
- Neglect of a child as defined in Penal Code 11165.2
- Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3 5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

- A mutual affray between minors
- An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment
- An injury resulting from the exercise by a teacher, vice-principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning
- An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student
- Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student.

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; administrators and employees of a licensed day care facility; Head Start teachers; district police or security officers; licensed nurse or health care provider; and administrators, presenters, and counselors of a child abuse prevention program.

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect.

#### Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect.

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency.

Any person shall notify a peace officer if he/she reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury, where the victim is a child under age 14.

#### Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person.

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency.

#### Reporting Procedures

It is the policy of NSLA that child custodians immediately report known or suspected child abuse by telephone to the Director, San Bernardino County CWS Agency (385 North Arrowhead Avenue, 5th Floor, San Bernardino, CA 92415, 800-827-8724 , 909-350-4949, 909-422-3266 nights, [www.co.san-bernardino.ca.us](http://www.co.san-bernardino.ca.us)) Suspected sexual assault should be reported to Child Protective Services when a family member is the suspect; all other suspected sexual assaults should be reported directly to the respective law enforcement agency.

If someone other than the child care custodian makes the call to the respective protective agency, the child care custodian who first suspected child abuse or sexual assault is legally responsible for ensuring that the call was actually made.

Even during the current closures due to the pandemic we still encourage our staff to report any suspected child abuse

Notify and request, if needed, the assistance of the Lewis Center for Educational Research Administrative staff or designee for non-investigative purposes only. The telephone report must be made immediately, or as practically possible, upon suspicion. The report will include:

- a. The name of the person making the report
- b. The name of the child.
- c. The present location of the child.
- d. The nature and extent of any injury.
- e. Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse.

When the verbal report is made, the mandated reporter shall note the name of the official contacted, the date, and time contacted, and any instruction or advice received.

1. Within 36 hours of making the telephone report, the mandated reporter shall complete and mail to the local protective agency a written report.
2. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the site administrator or

designee as soon as possible after the initial verbal report by telephone. When so notified, the site administrator shall forward the information to the Lewis Center for Educational Research Administrative Office.

Administrators notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with the law and the Lewis Center for Educational Research regulations. At the mandated reporter's request, the site administrator may assist in completing and filing the forms and in working with any responding law enforcement official.

If the mandated reporter does not disclose his or her identity to a Lewis Center for Educational Research Administrator, a copy of the written report should be provided to the Lewis Center for Educational Research Administration without his or her signature or name.

## **(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)**

### **Disaster Plan (See Appendix C-F)**

The Standardized Emergency Management System (SEMS) provides the model for all levels of emergency operations—local, regional and statewide. During a disaster the SEMS serves as an "incident command system" (ICS) with a manager (the "incident commander") to coordinate leaders in each of four areas—operations, planning/intelligence, logistics and finance/administration—through a definite chain of command. The ICS is set up in an Emergency Operations Center, where the leaders of each unit can be present at a single site in order to quickly facilitate communication and coordinate the response.

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

The school principal is authorized and directed to implement plans as described herein; or take such other action as may, in their judgment, be necessary to save lives and mitigate the effects of disasters.

A principal may implement one or more of these emergency actions in coping with a disaster. Maintenance personnel are assigned as liaisons between Incident Command and the school in the event phones are inoperative.

During an emergency, children may only be released to the parent, guardian, designee of parent, or other adult legally responsible for their care. There shall be NO EXCEPTIONS to this policy.

The dismissal of children from the school shall be governed by emergency procedures. However, this procedure does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the child.

With our Special Education population being on campus during the pandemic we have followed all the same standard procedures.

### **Public Agency Use of School Buildings for Emergency Shelters**

NSLA will be used as a public shelter only when other resources are unavailable.

## **(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines**

NSLA has developed and maintains a current and comprehensive set of student expectations and discipline policies. Together, NSLA students, parents, and staff exemplify the highest standards of behavior and work ethics to ensure continued excellence. The student expectations and policies are clearly delineated in the NSLA Parent-Student Handbook. These expectations and policies address: dress code, attendance, respect for school authority, substance abuse, school violence, safety, work habits, and respectful interactions with others. Every student and his/her parent or guardian is required to sign and return an Acknowledgement Form at the beginning of each academic year establishing that they have read and understand the expectations and policies.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at NSLA. In creating this policy, NSLA has reviewed Education Code Section 48900 et seq. which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 et seq. NSLA is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the NSLA's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. NSLA staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be distributed as part of the Student Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

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

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

A student identified as an individual with disabilities or for whom NSLA has a basis of knowledge of a suspected disability pursuant to the Individuals with IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. NSLA will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by NSLA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, NSLA shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until NSLA issues a final decision. As used herein, "involuntarily removed" includes dis-enrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

#### **(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)**

In order to fulfill the requirements of Education Code 49079, teachers will be notified of the reason(s) a student has been suspended. NSLA has incorporated this notification into the existing Student Information System. The information provided is for the student's current teacher(s) only. All information regarding suspension and expulsion is confidential.



## **(E) Sexual Harassment Policies (EC 212.6 [b])**

LCER Board desires to provide LCER employees' with a working environment that is free of unlawful harassment. In order to achieve this, LCER Board prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or other basis protected by federal, state, local law, ordinance or regulation. LCER will not condone or tolerate harassment or sexual harassment in the workplace of any type by any employee, independent contractor or other person with which the school does business with.

This policy applies to all employee actions and relationships, regardless of position or gender. LCER will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. LCER shall not tolerate retaliatory action or behavior against a LCER employee or other person who articulates a good faith concern about harassment against him or her or against another individual, or who files a complaint or who participates in an investigation. For the purposes of this policy, LCER employees shall include applicants for employment in LCER.

### **Sexual Harassment:**

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in educational programs or activities conducted by LCER. LCER is committed to provide a workplace free of unlawful sexual harassment and considers such harassment to be a major offense. Any LCER employee who permits, engages in or participates in sexual harassment of another LCER employee, student, or any other person that the school does business with, shall be in violation of this policy and is subject to disciplinary action, up to and including dismissal.

Each Principal and supervisor is responsible for maintaining an educational and work environment free of sexual harassment. All supervisors of staff will receive sexual harassment and harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment and harassment training and/or instruction concerning unlawful harassment in the workplace as required by law. A supervisor, Principal or LCER administrator other than the CEO, who receives a harassment complaint, shall promptly notify the CEO or designee.

Each employee has the responsibility to maintain a workplace free from any form of unlawful harassment. Consequently, should any LCER employee, 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. Employees and students are expected to act in a positive and professional manner and to contribute to a productive school environment that is free from harassing or disruptive activity. Any employee who believes that he/she has been unlawfully harassed or who has knowledge of any instance of harassment by another employee or a student, shall immediately contact his/her supervisor, Principal, Human Resources, CEO or designee, or other LCER administrator, to obtain procedures for reporting a complaint. However, an employee may bypass his/her supervisor in registering a complaint where the supervisor is the alleged perpetrator of the harassment. Employees who witness harassment and do not report it may be subject to disciplinary action up to and including dismissal. Employee complaints of unlawful harassment shall be filed in accordance with AR 1312.1 - Complaints Concerning LCER Personnel.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- 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
- Deferential or preferential treatment based on any of the protected classes above

Prohibited sexual harassment includes, but is not limited to, the following behavior:

- Unwelcome sexual advances
- Requests for sexual favors or other verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite gender, in the work or educational setting

Employees may also direct their complaints to the California Department of Fair Employment and Housing (“DFEH”), which has authority to conduct investigation of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission (“FEHC”) or file a lawsuit in court. Both the FEHC and the courts have authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC by checking the State Government listings in the local telephone directory.

All employees shall cooperate with any investigation of an alleged act of unlawful harassment conducted by LCER or by an appropriate state or federal agency. Retaliatory behavior or threats of retaliation against any complainant or any participant in the complaint or investigative process is prohibited.

The CEO or designee shall take all actions necessary to ensure the prevention, investigation and correction of unlawful harassment, including but not limited to:

- Providing periodic training to all staff regarding LCER's unlawful harassment policy, particularly the procedures for registering complaints and employees' duty in availing themselves of the complaint procedure in order to avoid harm
- Publicizing and disseminating LCER's unlawful harassment policy to staff
- Ensuring prompt, thorough and fair investigation of complaints in a way that respects the privacy of all parties concerned, to the extent necessary
- Taking timely and appropriate corrective/remedial actions after completion of investigation. This may require subsequent monitoring of developments

We continue to encourage all of our staff members to report any cases of Sexual Harassment.

#### **(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)**

In cooperation with teachers, students and parents/guardians, the principal or designee (s) shall establish school rules governing student dress and grooming which are consistent with law, and administrative regulations. NSLA's school dress code is regularly reviewed. NSLA has chosen a uniform dress code for students to follow whenever on campus which may not be altered in any way and must be worn properly.

Gang-affiliated clothing is prohibited.

The administration reserves the right to determine and update the dress code based on current trends.

#### **(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)**

Procedures for safe ingress and egress of students, parents, staff, and visitors is provided through the handbook, orientations, assemblies, and social media. Parent/Guardians are informed of procedures for student drop-off and pick-up and given frequent reminders about traffic and campus safety. CDO's (Character development Officers) and Administration assist families in crossing at designated places within the school boundaries. NSLA does not provide student transportation to and from school. Our families are informed of these procedures from the start.

The NSLA is a closed campus. Students are not permitted in unauthorized areas or to leave campus from the time they arrive on campus until the time they complete their last scheduled class. Students will not be permitted to return to campus after their last scheduled class unless it is for a school function or with prior approval from the school administration. Leaving the campus without prior approval from the school official for any reason is a violation of this closed campus policy and is subject to disciplinary consequences.

Procedures for campus visitors and volunteers, are outlined in the Parent-Student Handbook. Campus visitors are required to check-in with school personnel in the main office. Office staff will verify pre-approval of campus visitor hand their appropriate identification. Upon verification, visitor will be issued a visitor badge and be required to sign in and out during the visit. School volunteers are required to fill out a volunteer application. Upon clearance from Human Resources, volunteers receive an ID badge to be worn during their entire time on campus. Volunteers are required to check in with school personnel and sign in and out upon each visit.

Since the onset of COVID. No visitors have been allowed on campus this year due to COVID-19 regulations.

**(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)**

**Component:**

School and Classroom Safety

**Element:**

Creating and Maintaining a clean and safe school environment

**Opportunity for Improvement:**

By the end of the 2020-2021 school year, lunch areas, restrooms and classrooms will be well-maintained and litter free as evidenced by facilities evaluations, Character Development Officer (Campus Supervisors) support and administrator evaluations.

Objectives	Action Steps	Resources	Lead Person	Evaluation
			Stacy Bruneau (Middle School Teacher)	visual assessment
Improvement of school grounds	AP's along with CDO's, custodians accept the responsibility for a clean school and will monitor its cleanliness.	tools/materials	Ryan Chamberlain	visual assessment and recommendations from staff
ASB class	ASB students have been meeting via Zoom with all other MS students	Zoom videos, links.	Stacy Bruneau (MS Teacher)	visual assessment
COVID Safe Campus Preparation	Place hand sanitizer stations throughout the campus.	Hand Sanitizer stands, hand sanitizer	Emmanuel Perez	Visual
COVID Safe Campus Preparation	Place Social Distancing signs throughout school buildings, hallways and outdoor areas	Signs	Office Personal	Visual
Create safe classroom Spaces for teachers and students	Purchase Clear desk shields	Desk Shields	Emanuel Perez	Visual

**Component:**

A safe social emotional learning environment will be established and maintained at NSLA.

**Element:**

School Climate

**Opportunity for Improvement:**

To empower students to show respect, make good decisions, and solve problems.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Students will be able to identify the three school standards for student behavior by the end of 2022 - 2023 school year	Teachers to honor students who demonstrate any of the three standards and other positive behaviors.	Special meetings	AP's	Positive phone calls made home each month
Increase student demonstration of Growth Mindset	Continue to students about Growth Mindset through daily messages and in class instruction	Growth mindset book by Carol Dweck	Administrative Leadership Team	student climate surveys, SEL survey data, attendance and discipline data
Increase opportunities for student leadership	Continue development of a strong student council program	Leadership curriculum	Bruneau (MS teacher)	student rosters
Empower students to report dangerous and bully like behaviors/character counts	Utilize the anonymous reporting box for students to turn in information. Inform students during class meetings/assemblies about options for reporting.	Funding and training for school and community awareness Anonymous reporting boxes	Counselor, Administration	Participation in Kindness week and monthly character count presentations
Character building and strengthening of school climate	creating events such as: spirit week, leadership day, kindness week, etc.	funded by ASB	Bruneau (Middle school teacher), Arthur Aragon (School Counselor)	student participation, student climate surveys, SEL survey data, attendance and discipline data.

**Component:**

**Element:**

**Opportunity for Improvement:**

Objectives	Action Steps	Resources	Lead Person	Evaluation

**(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**

**Norton Science and Language Academy Student Conduct Code**

Policies and procedures for student behavior and conduct will be developed by a site team and aligned to educational code and Lewis Center for Educational Research board policies on student conduct. The policies and procedures will also be written in the parent-student handbook.

## **Conduct Code Procedures**

The faculty and staff at NSLA believe that a well-disciplined student body is essential for academic success.

To achieve this goal, the school has adopted a common set of beliefs based on the Love & Logic© Principles, regarding discipline at the NSLA.

This set of core beliefs, agreed upon by NSLA staff, will be adhered to when dealing with issues and concerns:

- We believe that students should be guided and expected to solve the problems they create without creating problems for anyone else.
- We believe that we should make every attempt to maintain the dignity of both the student and the adult during a disciplinary situation.
- We believe that students should be given opportunities to make decisions and live with the consequences be they good or bad.
- We believe that the adult's emphasis should be placed on helping students learn to problem-solve and to adopt new behaviors, instead of making students "pay" for past misdeeds.
- We believe that school issues should be handled by school personnel and that violations of criminal law should be handled by the authorities.
- We believe that misbehavior should be handled with natural or logical consequences instead of punishment, whenever possible.
- We believe that students should see a reasonable connection between their actions and the consequences that follow.

Each student is a unique individual with unique personal, social and educational needs. As a result, every disciplinary situation becomes unique in nature. Consequences for misbehavior provide the best learning value when matched to the students and the unique situation. The odds for children learning from their mistakes increase dramatically when children see a reasonable connection between their behavior and the resulting consequence.

### **BEHAVIOR CODE:**

Students are free to make their own choices as long as it doesn't create a problem for anyone else. In maintaining a safe and orderly educational environment, the following are some guidelines that staff and administration expect of students who attend NSLA:

#### **1) NSLA 3 PERSONAL STANDARDS:**

- Show respect, make good decisions and solve problems.

2) Your actions, dress, words, and possessions may not cause a problem for anyone else. Problem actions include, but are not limited to:

- Use of inappropriate language
- Disrupting the learning of other students
- Touching, pushing, shoving, or hitting another student
- Not following a teacher or another adult's request/instructions Playing in the restrooms
- Chewing gum
- Littering and not keeping our campus clean
- Arriving at school late
- Not being prepared for class or not completing your homework Leaving the campus area
- Bringing electronic items to school.
- Not following the NSLA Dress Code

- 3) Students will be guided and expected to solve their problems without causing a problem for anyone else. If students are not able to or choose not to solve their problem, the teacher, staff, and/or principal will set the consequence depending on the situation and the person involved. Staff members will use their best judgment based upon the information they have at the time.
- 4) If students and/or parents feel that the consequences appear not to be fair, they may request a “due process” hearing. A due process hearing does not need to be formal in nature. It is simply a time for concerned individuals to meet together and share information related to the situation in question. In the event that this discussion provides additional information that sheds a different light on the situation, or shows the consequence to be unfair, the consequences may be changed or eliminated to better fit the unique situation.

Students continue to be encouraged to follow the 3 personal standards all the time.

#### The Recovery Process

Based on the behavior and responses by students, NSLA will be implementing the Pyramid of Short-Term Recovery Settings school-wide in order to preserve safety and optimal learning for all. This tool is not intended to be punitive or humiliating. Each alternative setting merely represents a place where a student can go temporarily with the goal of eliminating the disruption—so that the teacher can continue teaching. As one moves up the pyramid, the setting becomes more restrictive. When in the “recovery zone” the student is supervised but receives minimal attention. They will not be asked to do work during that time or receive counseling—the counseling and support will come later.

When the student is in the Recovery Zone, they should stay just long enough to get calmed down and be able to return to the learning in their classroom. In most cases, the student makes the decision when they are ready to return to their regular classroom.

“Recovery”

At Home

“Recovery Area”

In the Principal’s Office

“Recovery”

In Another Classroom

“Recovery”

In Another Spot in the Classroom

#### Classroom Discipline Plans

Each teacher will create an approach to managing discipline in their own classroom using the theories and strategies of Love and Logic© and other tools. NSLA has adopted a common set of beliefs based on the Love & Logic© Principles, regarding discipline. This set of core beliefs will be adhered to when dealing with issues and concerns in the classroom.

#### Love and Logic©

“There will never be enough consequences to motivate tough kids to learn and to behave if we are not first developing positive relationships. And without positive teacher-student relationships, no discipline plan will work.”

#### Four Basic Principles of Love and Logic©

- 1) Share the control
- 2) Share the thinking
- 3) Balance consequences with empathy
- 4) Maintain self-concept

#### Love and Logic Basic Rules

1. Use enforceable limits
2. Provide choices within limits
3. Apply consequences with empathy

#### Use of Physical Force

The only times any school employee may physically restrain a student are:

1. The student is a danger to him/herself or others
2. There is a danger to property

#### **(J) Hate Crime Reporting Procedures and Policies**

In order to create a safe learning environment for all students, the school protects the right of every student to be free from hate-motivated behavior and promotes harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society.

The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

The CEO or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. These efforts shall be focused on providing efficient use of district and community resources. The district shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively. The CEO or designee shall ensure that staff receives training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

Grievance Procedures.- Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Principal or designee. Upon receiving such a complaint, the Principal/designee shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures.

Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with the law, Board policy, and administrative regulation. Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the Principal, CEO or designee, and/or law enforcement, as appropriate. As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

#### **Procedures for Preventing Acts of Bullying and Cyber-bullying**

To the extent possible, school strategies focus on the prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students and families are informed, through the parent/student handbook and other appropriate means, of school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

NSLA will develop a Bullying Prevention & Intervention Plan in consultation with teachers, school staff, professional support personnel, administrators, community representatives, local law enforcement agencies, students, parents, and guardians. A Bullying Prevention Task Force will be formed, containing faculty and staff representatives from the school, students, parents, community members, and local law enforcement. This task force will draft the Bullying Prevention & Intervention Plan.

School leaders, with input from families and staff, will assess the adequacy of current programs; review current policies and procedures; review available data on bullying, cyber bullying and behavioral incidents; and assess available resources including curricula, training programs, bullying assemblies and behavioral health services. At least once every two years, the District will administer a student survey to assess school climate and prevalence, nature, and severity of bullying in our school. Additionally, the Lewis Center will annually report bullying incident data to the Board.

## **Safety Plan Review, Evaluation and Amendment Procedures**

The plan is revised annually to include up-to-date demographic data, current status and goals. The plan is reviewed by NSLA's School Safety Committee and presented to the ELAC committee as well as the School Site Council for site approval. The plan is submitted to the Lewis Center Board of Education for organizational approval and publication.



**Safety Plan Appendices**

**Emergency Contact Numbers**

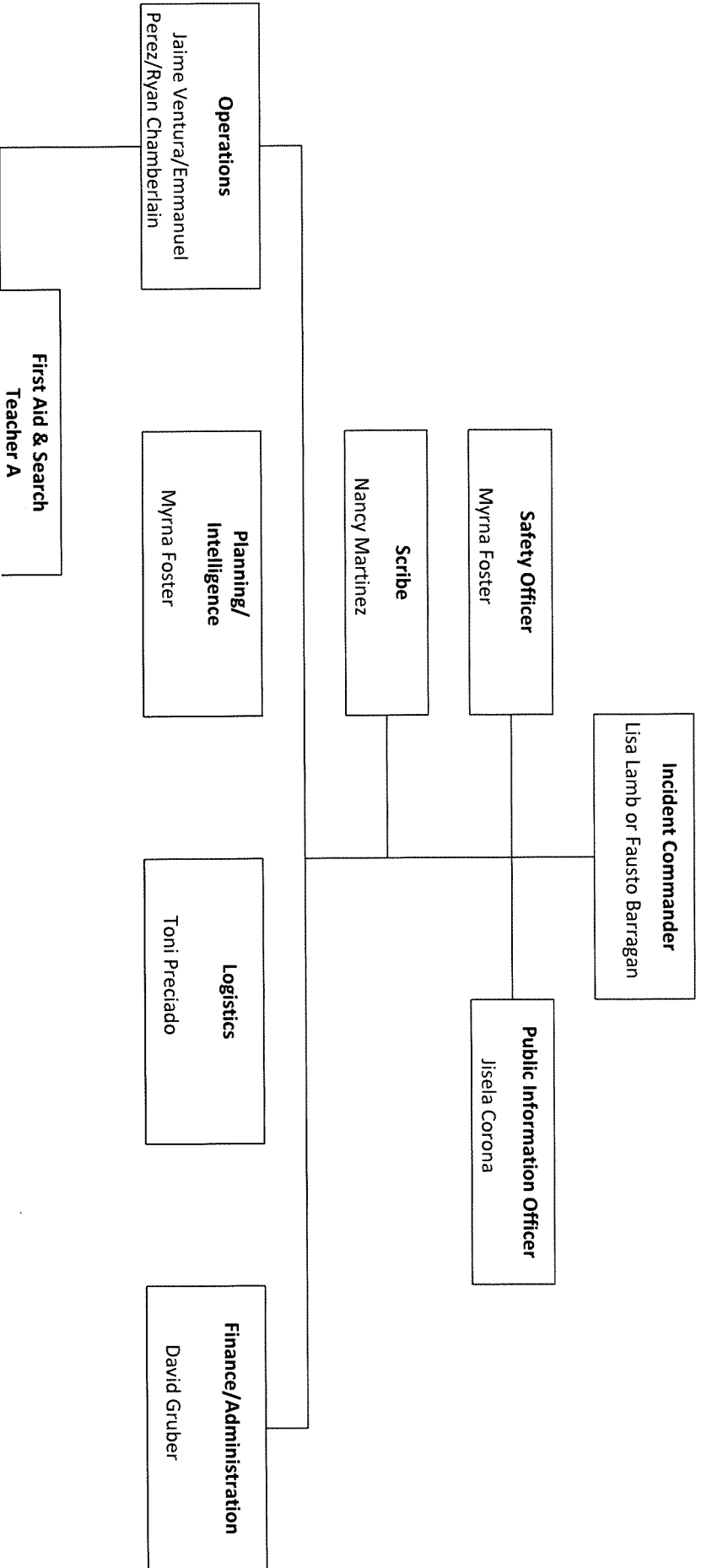
**Utilities, Responders and Communication Resources**

Type	Vendor	Number	Comments
Emergency Services	American Medical Response	800-474-1777	
Law Enforcement/Fire/Paramedic	San Bernardino Police Department	909-383-5311	
Law Enforcement/Fire/Paramedic	San Bernardino Fire Department	909-884-7248	
School District	SBCUSD	909-388-6130	
Local Hospitals	Community Hospital of San Bernardino	909-887-6333	
Local Hospitals	Saint Bernardine Medical	909-883-8711	
Local Hospitals	Arrowhead Regional Medical Center	909-580-1000	
Public Utilities	Edison	800-990-7788	
Public Utilities	Access Security	877-482-7324	
American National Red Cross	American Red Cross	909-888-1481	

**Safety Plan Review, Evaluation and Amendment Procedures**

<b>Activity Description</b> (i.e. review steps, meetings conducted, approvals, etc)	<b>Date and Time</b>	<b>Attached Document</b> (description and location)
Safety committee meeting safety of the school	October 19th 2021 2:00 pm	NSLA
Safety Committee meeting	November 2nd 2021 2::30 pm.	NSLA
Safety Committee meeting	November 17th, 2021 8:00 am.	NSLA
Complete NSLA safety plan	January 26th 2022 8:15 a.m	NSLA Administration and TOSA
Review of NSLA safety plan	February 2nd. 2022 8:15 am.	NSLA Administration and TOSA

**Norton Science and Language Academy Incident Command System**



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## Incident Command Team Responsibilities

### Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

#### INCIDENT COMMAND TEAM

The Incident Command Team is responsible for directing school emergency response activities.

The Incident Command Team is led by the Principal Dr. Barragan (Incident Commander) and also includes the school's Public Information officer, the Safety Coordinator and the Agency Liaison.

The Incident Commander also directs the activities of all other teams.

Other than Student Assembly Team Members, all other personnel will report in with the Incident Command before reporting to their assigned post. Once the Student Assembly Team submits their reports to the Incident Command, there should be an account of all personnel.

The actual location of the Incident Command needs to be flexible, depending upon the situation.

Ex #1: If it is reported that an intruder is on campus, then the IC location will be wherever the Principal (Dr. Barragan) is located on campus. No one is to leave their location until officially told to do so.

Ex #2: In the case of an earthquake, the initial location has been determined to be on the athletic field.

### Roles and Responsibilities

#### Incident Commander

The Incident Commander is responsible for directing emergency operations and shall remain at the Command Post to observe and direct all operations. Specific duties of the Incident Commander may include:

- Periodic assessing the situation
- Directing the Incident Command Team and all other emergency teams
- Determining the need for, and requesting, outside assistance
- Periodically communicating with the LCER CEO (Lisa Lamb)

#### Public Information Officer

The Public Information Officer (PIO) is the official spokesperson for the LCER in an emergency and is responsible for communicating with the media and delivering public announcements. Specific duties of the Public Information Officer may include:

- Periodically receiving updates and official statements from the Incident Commander
- Maintaining a log of PIO actions and all communications
- Periodically interacting with the media
- Preparing statements for dissemination to the public
- Monitoring news broadcasts about the incident and correcting any misinformation.

#### Safety Officer

The Safety Officer is responsible for ensuring that all emergency activities are conducted in as safe a manner as possible under the circumstances that exist. Specific duties of the Safety Officer may include:

- Periodically checking with the Incident Commander for situation briefings and updates
- Monitoring drills, exercises and emergency response activities for safety
- Identifying safety hazards
- Ensuring that responders use appropriate safety equipment

## Agency Liaison

The Agency Liaison is responsible for coordinating the efforts of outside agencies such as police and fire by ensuring the proper flow of information between Incident Command and the agencies. Specific duties of the Agency Liaison may include:

- Periodically checking with the Incident commander for situation briefings and updates.
- Maintaining all records and documentation as assigned by the Incident Commander
- Briefing agency representatives on current situation, priorities and planned actions
- Ensuring coordination of efforts by periodically keeping Incident commander informed of agencies action plans and providing periodic updates to agency representatives as necessary.

## Team Supplies and Equipment

- Copy of the school's Emergency procedures
- Campus map
- Master Keys
- Copies of staff and student rosters
- Hand-held radios
- Bullhorn
- Battery-operated AM/FM radio
- First Aid Kit
- Clipboard, Paper, Pens
- Hard Hat
- Vest or position identifier
- Large Campus Map

## Team Assembly Location

- Report to the Incident Command Post by the elementary school basketball courts.

## Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

## Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

## Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

## Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

**Finance & Administration**

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.



## **Emergency Response Guidelines**

### **Step One: Identify the Type of Emergency**

Determining the type of emergency will assist the commander/administrator in making the appropriate decisions to keep the campus safe. The response to a fire is drastically different than responding to an active shooter. The type of emergency may lead to evacuation, shelter-in-place, or lockdown as well as which agency to contact.

### **Step Two: Identify the Level of Emergency**

Determining the size and immediacy of the emergency will determine the level. The site leader will determine if it is a classroom only, building only, area only (i.e. playground), whole school, neighborhood, or city-wide emergency.

### **Step Three: Determine the Immediate Response Action**

With safety of students, staff and visitors at the forefront, site administrators/commander will determine immediate response based on site protocols. Please reference sections about: fire, earthquake, active shooter, bomb threat, gas leak, and utility leak or damage, etc

### **Step Four: Communicate the Appropriate Response Action**

Administrators/Commander will communicate to the necessary emergency responders via phone, preferably a land line phone.

Administrators/Commander will utilize a variety of communication tools to notify staff and emergency participants such as:

Bell system

Phone intercom system

School email

In addition, the Administrator/Commander will communicate with Lewis Center and outside stakeholder personnel via:

Phone

Email

Text messaging

Lastly, a community communication plan will be created to notify families of incident, pick-up procedures, or next steps through one or several methods:

Infinite Campus Messenger

Letter

School messenger call out/email

Postings on website and all social media accounts

## Types of Emergencies & Specific Procedures

### Aircraft Crash

Emergency response will depend on the size of the airplane, nature of the crash, and proximity to the school. If it is safe to remain inside the building, all students should be kept in the school under supervision. The crash may also result in an explosion, chemical spill or utility interruption.

### Animal Disturbance

Implement this procedure when any animal threatens the safety of the students and staff at NSLA.

IN THE EVENT OF AN ANIMAL DISTURBANCE STAFF ACTIONS:

Alert Site Administrator

If the animal is outside, proceed with SHELTER IN PLACE protocol. Keep students inside.

If the animal is inside, EVACUATE students to a sheltered area away from the animal.

### Armed Assault on Campus

ARMED ASSAULT ON CAMPUS/ACTIVE SHOOTER

Immediate response to a rapidly changing incident such as an active shooter is critical. In most cases, initiate LOCKDOWN procedures to isolate students and staff from danger or send them to a secure area. Safety and survival must always be the foremost consideration.

STAFF ACTIONS:

If you see a person walking onto campus with a weapon, call 911 immediately, and then alert the Site Administrator or campus security.

If you have reason to believe there is a threat of violence on campus, but have not directly witnessed it, alert the Site Administrator or campus security immediately

Follow procedures for lockdown or evacuation as directed or as necessary

Plan for students "locked-out"

STAFF ACTIONS AFTER CRISIS HAS BEEN NEUTRALIZED:

Follow procedures for EVACUATION as directed by law enforcement and/or site administrator

The Reunion GateTeam will follow procedures to oversee reunification of students with parents or authorized adults

If necessary the First Aide Team will work with local authorities to ensure injured students and staff members receive medical attention, particularly those with minor injuries.

Staff assigned specific Incident Command roles will follow directives of immediate ICS supervisor

All staff will participate in staff debriefings.

Lockdowns:

- Lockdown
- Shelter in place

(Lockdown)

Use: This will be used in the event of a violent intruder or a situation that requires the immediate safety of our students.

Signal: Audible voice over the intercom. This signal will override any existing conditions such as a fire alarm or regular bell schedule.

"Your attention, please, we are experiencing an emergency situation and need to lockdown the school immediately.

Teacher, lock your doors and keep students inside until further notice: students or staff are to return to the nearest classroom or office."

If we fear for lives, ignore all alarms and bells unless advised otherwise.

Responsibilities:

- Teachers will:
- Get outside students to a close, secure area.
- Immediately secure classroom door and windows – lock or/and barricade.
- Reduce visibility.
- Close any blinds available.

- Turn off lights.
- Instruct students to quietly get on the floor in a non-visible location away from windows and doors, against interior walls and under the cover of desks and tables.
- Take a head count of students and obtain names of those present.
- Use discretion regarding cell phone use (advise students to set on vibrate). Overuse will jam the cell towers.

If you are OUTSIDE, do your best to make a decision based on the safety of the students. Some options include, but are not limited to:

- Move your class to a far area of the field away from the threat of harm. As they move, have students walk/run in a “zigzag” pattern rather than in a straight line (to be used in the case of possible gunfire).
- Bring your class back inside the nearest classroom/school building that is open. Proceed with the above listed indoor instructions once inside.
- If a lock down situation occurs during lunch or passing periods, all students should proceed immediately to the nearest open classroom or drop and cover.

- Students will:

- o Immediately get to the floor and to a non-visible location.
- o Remain silent.
- o Await instructions from teacher.
  - Move away from windows and doors.

- Administration will:

- o Communicate as necessary via email, phone etc.
- o Establish communication with law enforcement including a set of keys.
- o Establish an Incident Command Center (ICC).
- o Employ communications and reunification procedures.
- o Notify district and media.
- o Prepare materials for emergency response personnel.

- Other staff (maintenance, CDO’s, Office, etc.)

- o Remain calm

- o You will need to decide whether to call 911 or Admin first.
- o Call on a landline if possible, be prepared to give details
- o Call the San Bernardino County Sheriff’s Department (909-473-3888) and San Bernardino County Superintendent of Schools (909-888-3228).

Inform them of the lockdown. (If necessary and feasible).

- o Take charge of any student walking on campus.
- o Look for, and be aware of strangers on campus or in and around the parking lot area.
- o Use radios to communicate, but be aware of transmissions, which could escalate a situation if overheard by the intruder.
- o Write down/keep a log of any important information with time and location of occurrence (if feasible)

#### Shelter in Place

- Stay where you are at and keep your normal routine.

Use: This will be used in the event of a community safety concern that does not directly affect our site.

Signal: Audible voice over the intercom. This signal will override any existing conditions such as a fire alarm or regular bell schedule.

#### Responsibilities:

- Teachers will:

- o Get outside students to a close, secure area.
- o Immediately secure classroom door and windows – lock.

If you are OUTSIDE, do your best to make a decision based on the safety of the students. Some options include, but are not limited to:

- Bring your class back inside the nearest classroom/school building that is open. Proceed with the above listed indoor instructions once inside.
  - If a lock down situation occurs during lunch or passing periods, all students should proceed immediately to the nearest open classroom.
  - Students will:
- o Await instructions from teacher.
    - Administration will:
  - o Communicate as necessary via email, phone etc.
    - Other staff (maintenance, CDO's, Office, etc.)
  - o Remain calm
  - o Look for and be aware of strangers on campus or in and around the parking lot area.
  - o Use radios to communicate, but be aware of transmissions, which could escalate a situation if overheard by the intruder.
  - o Write down/keep a log of any important information with time and location of occurrence (if feasible)

## **Biological or Chemical Release**

### **GAS LEAK**

All school personnel, including cafeteria managers and custodians, shall immediately report any gas odor or suspected gas leak to the Principal/Site Administrator.

### **STAFF ACTIONS**

If a gas odor is detected, notify Site Administrator or security personnel immediately Move students from immediate vicinity of danger

Do not turn on any electrical devices such as lights, computers, fans, etc.

If EVACUATION is ordered, follow all appropriate procedures

### **TOXIC AGENT**

This is incident involving the discharge of a biological/chemical substance in a solid, liquid or gaseous state. Such incidents may include the release of radioactive materials. A toxic agent can be introduced through:

Postal mail

Ventilation system

Small explosive device

Parcel left unattended

Food supply

Aerosol release

Multiple victims suffering from the following symptoms might be an indicator of the release of a biological or chemical substance contaminating the environment:

Watery eyes

Choking

Breathing difficulty

Twitching

Loss of coordination

Distressed animals

Chemical accidents could result from a transportation accident or an industrial spill involving large quantities of toxic material. The nature of the material and the proximity of the incident to the school site will determine which emergency action should be implemented.

### **STAFF ACTIONS**

#### Alert Site Administrator

If contamination is inside a specific classroom/area, EVACUATE students away from affected area immediately  
Otherwise, follow immediate response action as directed by Site Administrator or Emergency Services personnel  
Follow standard student assembly, accounting and reporting procedures

#### THOSE WHO HAVE DIRECT CONTACT WITH BIOLOGICAL AGENT

Wash affected areas with soap and water

Immediately remove and contain contaminated clothing

Do not use bleach on potentially exposed skins

Remain in safe, but separate area, isolated from those who are unaffected until emergency response personnel arrive

#### THOSE WHO DISCOVER A CHEMICAL SPILL:

Alert others in immediate area to leave the area

Close doors and restrict access to affected area

Notify Site Administrator

DO NOT eat or drink anything or apply cosmetics

### **Bomb Threat/ Threat Of violence**

Call Taker: Upon receiving a message that a bomb has been placed in school:

- Use bomb threat checklist.
- Ask where the bomb is located, when will the bomb go off, what materials are in the bomb, who is calling, why is caller doing this. (See Bomb Threat Checklist)
- Listen closely to caller's voice and speech patterns and to noises in background.
- After hanging up phone, immediately dial \*57 to trace call. (May be different on your phone system)
- At the same time you are speaking with caller, try by any means, to get the attention of someone nearby, notifying them that you are on the phone with a potential bomb threat. Have them notify Administration immediately.

Incident Commander:

- Incident Commander or designee notifies law enforcement by calling 911.
- Assign staff to meet and brief emergency responder agencies outside.
- Notify staff through the Public Address system: "LOCKDOWN/SHELTER IN PLACE....DO NOT USE RADIOS.....TURN OFF CELL PHONES IMMEDIATELY."

The Incident Commander and law enforcement agency will make a decision to:

- Evacuate Immediately
- Search the building and Evacuate if warranted.
- Notify the district CEO
- Ensure staff who received the call completes the Bomb Threat Checklist and gives to law enforcement official.
- Assemble and brief the Search Team members at the interior command post. Assign search areas within the building, the emergency exit routes and the outside assembly areas.
- If a suspicious item is located, notify law enforcement official, order an EVACUATION selecting routes and assembly areas away from the suspicious item. DO NOT ACTIVATE THE FIRE ALARM.
- Direct students and staff, "DO NOT take personal belongings, coats or backpacks." Teachers and staff will leave their windows and doors open when exiting.
- Students and staff must be evacuated to a safe distance outside of school building(s). MINIMUM 1000 Feet is the general rule. Consult with Fire and Police officials.
- Arrange for person who found a suspicious item to talk with law enforcement official.
- No one may re-enter the building(s) until fire or police personnel declare them safe.
- The Incident Commander will notify staff and student of the termination of the emergency and to resume normal operations.

Teachers and staff:

- Teachers and staff will check their classrooms, offices and work area for suspicious items and report any findings to the Incident Commander or Search Team members.
- If a suspicious item is found-DO NOT TOUCH IT. Secure the area where the item is located, but do not guard it.
- Teachers will account for their students and be prepared to evacuate if ordered.
- Teachers and staff will evacuate using standard procedures and exit routes to assembly area.
- Teachers will open classroom windows and leave classroom doors open when exiting.
- Teachers take roll after being evacuated. Hold up the GREEN status card to indicate everyone is accounted for. Use a RED status card to indicate student or staff is

missing or you need immediate assistance. Be prepared to report the names of any missing persons to school administration.

- Keep your class together at the assembly area until given further instructions. Be prepared to for Off-Site Evacuation if ordered.
- If given the “All Clear” signal, return to the building and resume normal operations.

### **Bus Disaster**

Bus Driver/Monitor:

- Protect student passengers from injuries and the bus from further damage.
- Turn off the ignition, remove the key and activate the hazard lights.
- Check for conditions that could cause a fire.
- If conditions are safer outside the bus than inside, evacuate the bus.
- Do not leave students unattended or unsupervised.
- Notify the appropriate law enforcement agency by calling 911. Let them know a school bus was involved, exact location, number of injured and type of injuries, school district or bus company name and remain on the phone to provide updates until emergency responders arrive.
- Contact the school district/bus company office and provide the following information:

o Who

o What

o When

o Where (location)

o Why and needs

- Do not discuss details of the accident with media.
- Do not release any students to anyone unless told to do so by school district administration or law enforcement.
- If you are directed by law enforcement to remove student passengers from the scene, be sure to follow their directions and/or school district/bus company policy and procedures for removal and transport.
- If there are no injuries, follow school district/bus company policy and instructions on moving, returning or delivering students.

Incident Commander:

- Dispatch the school administrator or designee to the accident location.
- School official(s) at the scene will assess level of support needed and convey this to the Incident Commander and CEO’s office.
- Incident Commander or designee at the scene will report the names of student passengers, their conditions disposition, and location(s) where injured were taken to the district office so parent notifications can be made.
- Direct school official(s) at the scene to accompany injured students to the hospital.
- The Incident Commander or building principal will ensure any special health information or medication for any injured student is sent to the hospital.

CEO

- If multiple hospitals are used, the CEO’s office will send an administrator to each hospital.
- The CEO or designee will notify the parents/guardians of students involved, and if injured, the name/location of the hospital the student where the student was taken.
- District staff will assess counseling needs of victim(s) or witness(s) and implement post-crisis procedures.

- Direct the district public information officer to prepare a media release and parent letter of explanation for the same day distribution, if possible.

NSLA doesn't bus its students.

### **Disorderly Conduct**

#### **DISORDER/PUBLIC DEMONSTRATION**

When an advance notice of a planned protest is given, inform staff, local law enforcement, and parent community. Students who participate in a riot on campus should be informed that they will be suspended or possibly arrested if they do not comply with directives.

#### **STAFF ACTIONS:**

- Maintain school and classroom expectations for academic engagement and behavior.
- Clearly explain to students that they are to remain on campus as usual and remind them of key aspects of discipline and attendance policy.
- Do not attempt to physically stop a student who chooses to leave campus. Simply note student's name and report to Site Administrator for disciplinary follow up

#### **STUDENT ACTIONS:**

In a violent situation, immediately notify the first available adult

Do not retaliate or take unnecessary chances

Move away from the area of agitation

Hold on to belongings to the extent that it is safe to do so

Do not pick up anything and do not go back for anything until receiving clearance to do so.

Stay calm and reassure fellow students.

Share all relevant information with law enforcement, teachers, and school staff.

Follow directions from site administrator or law enforcement, teachers, and school staff.

Do not perpetuate rumors or repeat unsubstantiated information

### **Earthquake**

The major threat of injury during an earthquake is from falling objects, glass shards and debris. Many injuries are sustained while entering or leaving buildings. Therefore, it is important to quickly move away from windows, free-standing partitions and shelves and take the best available cover under a sturdy desk or table, in a doorway or against an inside wall. All other actions must wait until the shaking stops.

#### **INSIDE BUILDING**

##### **STAFF ACTIONS:**

At first recognition of seismic activity, instruct students to move away from windows.

Initiate DROP, DUCK, COVER, and HOLD ON procedures. Immediately drop to the floor under desks, chairs, or tables.

With back to windows, place head between knees, hold on to a table leg with one hand and cover the back of the neck with the other arm.

Move as little as possible. However, if a person is unable to find protection under sturdy furniture, direct them against an interior wall. Face away from the windows.

After shaking stops and it is safe to do so, check for injuries, and render first aid.

Do NOT move injured students, unless to do so would place students in further danger.

Use buddy system to remain with injured students.

If shaking is significant and has caused obvious damage to the building, EVACUATE immediately.

Submit Classroom Status Report to Command Post according to site protocol.

Follow procedures for EVACUATION or SHELTER IN PLACE as directed by Site Incident Command.

Avoid evacuation routes with heavy architectural ornaments over the entrances.

Do not return to the building.

DO NOT strike matches or touch any wires. Gas and electricity lines may be damaged.

Stay alert for aftershocks.

DO NOT re-enter building until it is determined safe to do so.

#### **OUTSIDE BUILDINGS**

#### STAFF ACTIONS:

Find a clear spot and drop to the ground. Stay away from buildings, power lines, trees, and streetlights, etc.

DROP AND COVER in the DROP, DUCK, COVER AND HOLD ON procedures.

Place head between the knees; cover back of neck with arms and hands.

Any person in a wheelchair should find a clear spot, lock the wheels, and if possible, place head between the knees. Cover back of neck with arms.

Remain in place until shaking stops or for at least 20 seconds.

Each time an aftershock is felt, DROP AND COVER

After shaking stops, check for injuries, and render first aid.

Report injury and damage status to Command Post according to site communications protocol.

Continue to follow directives of Incident Commander.

#### **Explosion or Risk Of Explosion**

Emergency response will depend on the type of explosion (bomb, chemical lab incident, etc.) and proximity to the school. All students should be kept away from the explosion and under supervision.

#### STAFF ACTIONS:

At the sound of an explosion, immediately direct students to turn away from the windows and DROP, DUCK, COVER AND HOLD ON.

Check for injuries and render first aid.

If explosion occurs inside the classroom or classroom block, EVACUATE to outdoor assembly area immediately.

Do not move injured students, unless to do so would place students in further danger.

Use buddy system to remain with injured students.

If directive is to EVACUATE follow all EVACUATION procedures.

Do not stop to collect belongings. Leave the door unlocked.

Keep students and staff at the safe distance from the building(s) and away from fire-fighting equipment.

Do not return to the building until it is safe to do so.

If explosion occurs in the surrounding area, initiate procedures for SHELTER IN PLACE and wait for further instructions.

Keep students at a safe distance from site of the explosion.

#### **Fire in Surrounding Area**

A fire in the surrounding community can threaten school buildings and endanger students and staff. Response actions are determined by location and size of the fire, its proximity to the school, and the likelihood that it may endanger the school community.

#### FIRE OFF-SITE

#### STAFF ACTIONS:

If students are to be evacuated, implement Student/Staff Accountability procedures before leaving the building site.

Follow all procedures for EVACUATION.

Do not stop to collect belongings. Leave the door unlocked.

Stay calm. Maintain control of the students at a safe distance from the fire and fire fighting equipment.

Remain with students until the building has been inspected and it has been determined safe to return.

If directive is to implement SHELTER IN PLACE, gather students inside and close windows and doors. Wait for further instructions.

#### **Fire on School Grounds**

A fire in the surrounding community can threaten school buildings and endanger students and staff. Response actions are determined by location and size of the fire, its proximity to the school, and the likelihood that it may endanger the school community.

#### FIRE ON-SITE

#### STAFF ACTIONS:



As directed, evacuate students from the building using primary or alternate fire routes. Follow all EVACUATION procedures. Maintain control of the students a safe distance from the fire and fire fighting equipment. Maintain supervision of students until the Fire Department determines it is safe to return to the school building.

### **Flooding**

Flooding may occur if a water pipe breaks or prolonged rainfall causes urban streams to rise. Flooding may also occur as a result of the failure of a dam or levee. IF the school site lies within the hazard zone of a dam or levee, contact local water or dam authorities for further emergency preparedness strategies.

#### **STAFF ACTIONS:**

Follow Site Administrator's directive to EVACUATE or SHELTER IN PLACE.

Remain with and supervise students throughout the duration of the incident.

Do not walk through moving water. Six inches of moving water can cause a fall.

If walking in water is unavoidable, walk where the water is not moving. Use a stick to check the firmness of the ground.

Upon arrival at the safe site, implement Student/Staff Accountability procedures.

Report missing students to Incident Command Staff.

Do not return to site until it has been inspected and determined safe by authorities.

### **Loss or Failure Of Utilities**

This procedure addresses situations involving a loss of water, power or other utility on school grounds. This procedure should also be used in the event of the discovery of a gas leak, an exposed electrical line, or a break in sewer lines.

#### **Procedure**

1. If water or an electrical line is broken, an effort should be made to turn off water or power to the affected area and to notify the School Administrator immediately.
2. Upon notice of loss of utilities, the School Administrator will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, or EVACUATE BUILDING.
3. The School Administrator (or designee) will notify the different utilities departments (agencies) and will provide the location and nature of the emergency. Appropriate personnel will also be notified at the discretion of the School Administrator.
4. The School Administrator will notify the Lewis Center of the loss of utility service.
5. As needed, school emergency supplies will be utilized to compensate for the loss of a utility.
6. If the loss of utilities may generate a risk of explosion, such as a gas leak, please refer to that section.
7. In addition to the procedures listed above, the Incident Commander will implement the following plans in the event utilities are disrupted.

#### **A. Plan for a Loss of Water:**

Toilets: 5 gallon buckets with tent in each classroom.

Food Service: No stored food / Limited food in cafeteria.

#### **B. Plan for a Loss of Electricity:**

Emergency Light: Flashlight in each classroom. (working on getting one for each class)

#### **C. Plan for a loss of Communication**

Telephone Service:

Administrator carries cellular phone and radios.

CDO's (proctors) carry radios.

Facilities carry radios.

### **Motor Vehicle Crash**

#### **STAFF ACTIONS:**

Notify Principal or designee.

Move students away from immediate vicinity of the crash.

If necessary, EVACUATE students to a safe assembly area away from the crash scene.

If an evacuation is necessary, take classroom emergency backpacks (including class rosters) to safe assembly area. Red and Green cards.

Report missing students to the principal/designee and emergency response personnel.

Care for the injured, if any.

Escort students back to the school site when emergency response officials have determined it is safe to return to the building.

**Psychological Trauma**

Crisis management refers to actions during and after any emergency that may have a psychological impact on students and staff, such as an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies like those described above usually produce one or more of the following conditions:

Temporary disruption of regular school functions and routines. Significant interference with the ability of students and staff to focus on learning.

Physical and/or psychological injury to students and staff.

Concentrated attention from the community and news media.

As a result of such emergencies, students and staff may exhibit a variety of psychological reactions. As soon as the physical safety of those involved has been insured, attention must turn to meeting the emotional and psychological needs of students and staff.

#### Procedure

1. The School Administrator will establish Psychological First Aid Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The Psychological First Aid Team will assess the range of crisis intervention services needed during and following an emergency.
3. The Psychological First Aid Team will provide direct intervention services.
4. If there is a need for additional assistance, the Principal or designee will notify the San Bernardino County Superintendent of Schools.
5. The Psychological First Aid Team will advise and assist the Principal or designee to restore regular school functions as efficiently and as quickly as possible.
6. In performing their duties, the Psychological First Aid Team members will limit exposure to scenes of trauma, injury and death.
7. The Psychological First Aid Team will provide ongoing assessment of needs and follow-ups services as required.

#### SUICIDE

While psychological distress can be caused by a traumatic event, students may also display emotional distress through suicidal or self-harming actions. The school site does not provide direct medical support for students, however, we do work to identify signs and signals that leads to family communication and recommendations/referrals to support services.

When a student vocalizes a concern, staff will work through a protocol to determine the gravity of the situation and student endangerment.

#### Norton Science and Language Academy School Plan Suicide Prevention, Intervention, and Postvention

Norton Science and Language Academy recognizes that youth suicide is a serious problem across the state of California, where an average of two young people under 25 die by suicide every week and as many as one out of five students have seriously considered suicide in the last year. Norton Science and Language Academy recognizes that, as The California Strategic Plan on Suicide Prevention: Every Californian is Part of the Solution states, a full range of strategies, starting from prevention and early intervention, should be targeted to Californians of all ages. NSLA believes that the school plays a unique and important role in the prevention of youth suicide in our community.

These policies and procedures outline NSLA's approach to youth suicide prevention, intervention, and postvention. This policy shall be available to all staff and reviewed and updated at the beginning of each school year.

#### PREVENTION

Norton Science and Language Academy recognizes that suicide prevention is most effective when students, staff, parents, and community members have adequate information about prevention. With this in mind, the following will be provided annually depending on staff and family retention.

#### FOR STAFF

Review of these policies and procedures before or near the beginning of the school year

Training for all teachers, school health staff, and other staff, including the following information:

Background on the scope of the problem of youth suicide

Information about the signs of stress and depression and where to send students for help

Information on risk factors for suicide

Information about signs of suicidal thinking

Information about how to intervene when a student presents signs of suicidal thinking

Access to written copies of this policy in hard copy in main office, intranet, school website, and student handbooks. Norton Science and Language Academy will follow the Suicide Prevention Resource Center's Safe Messaging Guidelines, available at <http://www.sprc.org/sites/sprc.org/files/library/SafeMessagingrevised.pdf>, in suicide prevention education with staff.

#### FOR STUDENTS

Developmentally-appropriate, student-centered education materials will be integrated into the curriculum of all K-12 health classes. The content of these age-appropriate materials will include: 1) the importance of safe and healthy choices and coping strategies, 2) how to recognize risk factors and warning signs of mental disorders and suicide in oneself and others, 3) help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help. In addition, schools may provide supplemental small group suicide prevention programming for students.

At least once per semester, (school support staff such as school counselors or health staff) will visit students in their classrooms to remind them of resources within the school.

Norton Science and Language Academy recognizes that it is not a safe practice to teach suicide prevention in assemblies or other large gatherings and that prevention education should be taught in classrooms or other small group settings.

#### FOR STUDENTS' FAMILIES

In partnership with the PTA and/or other parent/community organizations, an annual training including the following:

Background on the scope of the problem of youth suicide

Information about the signs of stress and depression and a parent's role in helping

Information on risk factors for suicide

Information about signs of suicidal thinking

Information about parenting and communication strategies for suicide prevention

Information about when and how to intervene when signs of suicidal thinking appear

Resources in the school and community for families that need help

Written information about suicide prevention will be included in the packet sent to students' families at the beginning of the school year.

Norton Science and Language Academy will follow the Suicide Prevention Resource Center's Safe Messaging Guidelines, available at <http://www.sprc.org/sites/sprc.org/files/library/SafeMessagingrevised.pdf>, in suicide prevention education with families.

#### INTERVENTION

From time to time, it will come to a staff member's attention that a student is experiencing a crisis that may include suicidal thinking or behavior. The following procedures will be observed when this occurs:

Assessing the scope of the crisis and the risk of suicide

If the information comes directly from the student, expressed either verbally or through behavior, the staff member will obtain basic information from the student about the crisis. The staff member will then share this information verbally with a member of the student support team, in the presence of the student and with the student's participation whenever possible.

Marcelo Congo, School Psychologist

Arthur Aragon, School Counselor

Kristy Wilson, School Psychologist

Myrna Foster, Assistant Principal

Humberto Ramos, Assistant Principal

Fausto Barragan, Principal

If the information comes from another person such as a peer or a parent, the staff member will refer the situation to a student support team member, who will immediately schedule a meeting with the student.

The support team member will further discuss the situation with the student to obtain information about the crisis and assess their needs.

If the student reveals mental health concerns and/or suicidal ideation, the support team member will perform a suicide risk assessment using a recommended tool. One excellent tool for suicide risk assessment is SAMHSA's SAFE-T, available at [http://www.integration.samhsa.gov/images/res/SAFE\\_T.pdf](http://www.integration.samhsa.gov/images/res/SAFE_T.pdf) \*\*.

#### Response to identified suicide risk

If there is immediate risk of harm to the student's self or others (for example, a suicide attempt in progress) the support team member will contact the student's parent or guardian, as stated in the Parental Notification and Involvement section, and will assist the family with urgent referral. When appropriate, this may include calling emergency services or bringing the student to the local

Emergency Department, but in most cases, will involve setting up an outpatient mental health or primary care appointment and communicating the reason for referral to the healthcare provider. Staff will ask the student's parent or guardian for written permission to discuss the student's health with outside care, if appropriate.

**\*\* The student must not be left alone while awaiting first responders.**

If there is high risk, the support team member must remain with the student and provide a safe, calming environment. The support team member will notify the student's guardian(s) that they should come to the school and will notify the building administrator. If the student's guardian(s) are unavailable or unable to come to the school:

A student age 13 or older may independently consent for a range of mental health services (see below).

If the student is 12 or under, the student may remain under observation while continued efforts are made to contact her or his guardian or emergency contact.

If a responsible adult cannot be located within a reasonable amount of time, the student may be transported to the nearest ER for evaluation.

With the student's guardian or, for students 13 or older, without them, the support team member may call the local crisis line to request a crisis evaluation. The guardian may instead choose to bring the child to the nearest hospital for evaluation. The building administrator must be notified if the student will be leaving school grounds.

If there is moderate risk, the support team member must remain with the student and provide a safe, calming environment. The student's guardian(s) will be contacted to come to the school before the end of the school day. In the event that the guardian(s) cannot be reached or are unresponsive:

A student age 13 or older may independently consent for a range of mental health services (see below).

If the student is 12 or under, the student may remain under observation while continued efforts are made to contact her or his guardian or emergency contact.

With the student's guardian or, for students 13 or older, without them, the support team member may call the local crisis line to request a crisis evaluation. The guardian may instead choose to bring the child to the nearest ER for evaluation. The building administrator must be notified if the student will be leaving school grounds.

A student at moderate risk who is willing to commit in the presence of her or his guardian to staying safe until the next school day will create a safety plan using **\*\*tool**. One good template for a safety plan in the case of suicide risk is available here:

<http://www.sprc.org/sites/sprc.org/files/SafetyPlanTemplate.pdf> .**\*\*** This process may be revisited at the beginning of the next school day and a new safety plan drafted.

If there is low risk, the support team member will work with the student to describe the situation to her or his guardian(s). The student will commit to staying safe until the next school day and will create a safety plan using **\*\*tool**. One good template for a safety plan in the case of suicide risk is available here: <http://www.sprc.org/sites/sprc.org/files/SafetyPlanTemplate.pdf> .**\*\*** , the existence of which will be disclosed to her or his guardian(s). This process may be revisited at the beginning of the next school day and a new safety plan drafted.

If a student is remaining in school but has missed class time or the crisis is affecting their school performance, the support team member will discuss with the student and, if applicable, the student's guardian what should be shared with the student's teachers. This may include the nature of the crisis, accommodations made in the safety plan, and what support the student will need. This information should be shared with the student's teachers in a confidential manner that will not be seen or overheard by other students or staff.

### Out-Of-School Suicide Attempts

If a staff member becomes aware of a suicide attempt by a student that is in progress in an out-of-school location, the staff member will:

Call the police and/or emergency medical services, such as 911.

Inform the student's parent or guardian.

Inform the school suicide prevention coordinator and principal. If the student contacts the staff member and expresses suicidal ideation, the staff member should maintain contact with the student (either in person, online, or on the phone). The staff member should then enlist the assistance of another person to contact the police while maintaining verbal engagement with the student.

### Re-entry

If a student has missed one or more days of school because of a suicidal crisis (for example, because of inpatient hospitalization or emergency expulsion, the student's re-entry to school must begin with a re-entry meeting to ensure the student's readiness for return to school.

A school employed mental health professional or other designee will be identified to coordinate with the student, their parent or guardian, and any outside mental health care providers

The parent or guardian will provide documentation from a mental health care provider that the student has undergone examination and that they are no longer a danger to themselves or others.

During the meeting, the team will discuss how to support the student in phasing back into normal school life. Depending on the student's situation, this could include accommodations such as beginning with a lighter course load or workload.

The designated staff person will periodically check in with student to help the student readjust to the school community and address any ongoing concerns.

#### PARENTAL NOTIFICATION AND INVOLVEMENT

In situations where a student is assessed at risk for suicide or has made a suicide attempt, the student's parent or guardian will be informed as soon as practicable by the principal, designee, or mental health professional. If the student has exhibited any kind of suicidal behavior, the parent or guardian should be counseled on "means restriction," limiting the child's access to mechanisms for carrying out a suicide attempt. Staff will also seek parental permission to communicate with outside mental health care providers regarding their child.

Through discussion with the student, the principal or school employed mental health professional will assess whether there is further risk of harm due to parent or guardian notification. If the principal, designee, or mental health professional believes, in their professional capacity, that contacting the parent or guardian would endanger the health or well-being of the student, they may delay such contact as appropriate. If contact is delayed, the reasons for the delay should be documented.

#### POSTVENTION

Norton Science and Language Academy recognizes that suicide is a crisis that affects the entire school community. In the event of a student's death by suicide, it is critical that the school's response be swift, consistent, and intended to protect the student body and community from suicide contagion.

Verify the death

##### Development and Implementation of an Action Plan

The crisis team will develop an action plan to guide school response following a death by suicide. A meeting of the crisis team to implement the action plan should take place immediately following news of the suicide death. The action plan may include the following steps:

Verify the death.

Staff will confirm the death and determine the cause of death through communication with a coroner's office, local hospital, the student's parent or guardian, or police department. Even when a case is perceived as being an obvious instance of suicide, it should not be labeled as such until after a cause of death ruling has been made. If the cause of death has been confirmed as suicide but the parent or guardian will not permit the cause of death to be disclosed, the school will not share the cause of death but will use the opportunity to discuss suicide prevention with students.

Assess the situation.

The crisis team will meet to prepare the postvention response, to consider how severely the death is likely to affect other students, and to determine which students are most likely to be affected. The crisis team will also consider how recently other traumatic events have occurred within the school community and the time of year of the suicide. If the death occurred during a school vacation, the need for or scale of postvention activities may be reduced.

Share information.

Before the death is officially classified as a suicide by the coroner's office, the death can and should be reported to staff, students, and parents/guardians with an acknowledgement that its cause is unknown. Inform the faculty that a sudden death has occurred, preferably in a staff meeting. Write a statement for staff members to share with students. The statement should include the basic facts of the death and known funeral arrangements (without providing details of the suicide method), recognition of the sorrow the news will cause, and information about the resources available to help students cope with their grief. Public address system announcements and school-wide assemblies should be avoided. The crisis team may prepare a letter (with the input and permission

from the student's parent or guardian) to send home with students that includes facts about the death, information about what the school is doing to support students, the warning signs of suicidal behavior, and a list of resources available.

#### Avoid suicide contagion.

It should be explained in the staff meeting described above that one purpose of trying to identify and give services to other high risk students is to prevent another death. The crisis team will work with teachers to identify students who are most likely to be significantly affected by the death. In the staff meeting, the crisis team will review suicide warning signs and procedures for reporting students who generate concern.

Norton Science and Language Academy recognizes that it is not a safe practice to hold a candlelight vigil, hold a memorial service, or erect a permanent memorial (such as a plaque, bench, or tree) at the school in the case of a suicide, as these practices could contribute to sensationalization of suicide or students considering suicide a means to gain admiration or attention. Acceptable "living memorials" that decrease the risk of suicide contagion include:

- A student-led suicide prevention initiative supervised by one or more faculty members;
- A donation or fundraiser for a local crisis service or mental health care provider;
- Participation as a school in a local suicide awareness event;
- Hosting a suicide prevention or postvention training for students, staff, and/or families;
- Placing printed prevention resources in the school.

#### Initiate support services.

Students identified as being more likely to be affected by the death will be assessed by a school employed mental health professional to determine the level of support needed. The crisis team will coordinate support services for students and staff in need of individual and small group counseling as needed. In concert with parents or guardians, crisis team members will refer to community mental healthcare providers to ensure a smooth transition from the crisis intervention phase to meeting underlying or ongoing mental health needs.

#### Develop memorial plans.

Norton Science and Language Academy recognizes that it is not a safe practice to hold a candlelight vigil, hold a memorial service, or erect a permanent memorial (such as a plaque, bench, or tree) at the school in the case of a suicide, as these practices could contribute to sensationalization of suicide or students considering suicide a means to gain admiration or attention. Acceptable "living memorials" that decrease the risk of suicide contagion include:

- A student-led suicide prevention initiative supervised by one or more faculty members;
- A donation or fundraiser for a local crisis service or mental health care provider, such as
- Participation as a school in a local suicide awareness event;
- Hosting a suicide prevention or postvention training for students, staff, and/or families;
- Placing printed prevention resources in the school.

#### External Communication

The school principal or designee will be the sole media spokesperson. Staff will refer all inquiries from the media directly to the spokesperson. The spokesperson will:

- a) Keep the LCER Suicide Prevention Coordinator and CEO informed of school actions relating to the death.
- b) Prepare a statement for the media including the facts of the death, postvention plans, and available resources. The statement will not include confidential information, speculation about victim motivation, means of suicide, or personal family information.
- c) Answer all media inquiries. If a suicide is to be reported by news media, the spokesperson should encourage reporters not to make it a front-page story, not to use pictures of the suicide victim, not to use the word suicide in the caption of the story, not to describe the method of suicide, and not to use the phrase "suicide epidemic" – as this may elevate the risk of suicide contagion. They should also be encouraged not to link bullying to suicide and not to speculate about the reason for suicide. Media should be asked to offer the community information on suicide risk factors, warning signs, and resources available.

#### Days After Postvention

Well after the loss of a student to suicide, the school will be mindful of anniversaries, such as the anniversary of the death, the student's birthday, the date the student would have graduated, etc. Students identified as at risk will receive extra support and



observation during these times as well.

### **Suspected Contamination of Food or Water**

This procedure should be followed if site personnel report suspected contamination of food or water. This procedure applies where there is evidence of tampering with food packaging, observation of suspicious individuals in proximity to food or water supplies, or if notified of possible food/water contamination by central District staff or local agencies. Indicators of the contamination may include unusual odor, color, taste, or multiple employees with unexplained nausea, vomiting, or other illnesses.

#### **Procedure**

1. The School Administrator will isolate the suspected contaminated food/water to prevent consumption and will restrict access to the area.
2. The School Administrator will notify "911", County Department of Health Services 909-356-673, Lewis Center, and the Office of Environmental Health and Safety 800-442-2283 if any contaminated food or water has been ingested.
3. The School Administrator will make a list of all potentially affected students and staff and will provide the list to responding authorities.
4. The First Aid/Medical Team will assess the need for medical attention and provide first aid as appropriate.
5. The School Administrator will maintain a log of affected students and staff and their symptoms, the food/water suspected to be contaminated, the quantity and character of products consumed, and other pertinent information.
6. School Administrator will call San Bernardino Fire Department which will conduct an onsite review to determine necessary follow-up actions including the need to notify other potentially affected District facilities.
7. The School Administrator will confer with the County Department of Health Services before the resumption of normal operations.
8. If tampering is evident, notify EHS San Bernardino County
9. The School Administrator will notify parents of the incident, as appropriate.

### **Tactical Responses to Criminal Incidents**

Any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative of an employee bargaining unit, if he/she chooses to participate. Existing law requires any vote to approve the tactical response plan to be announced in open session following a closed session. Existing law provides certain protections from disclosure for this tactical response plan. This information shall not be made available to the public.

### **Unlawful Demonstration or Walkout**

#### **Unlawful Demonstration or Walkout**

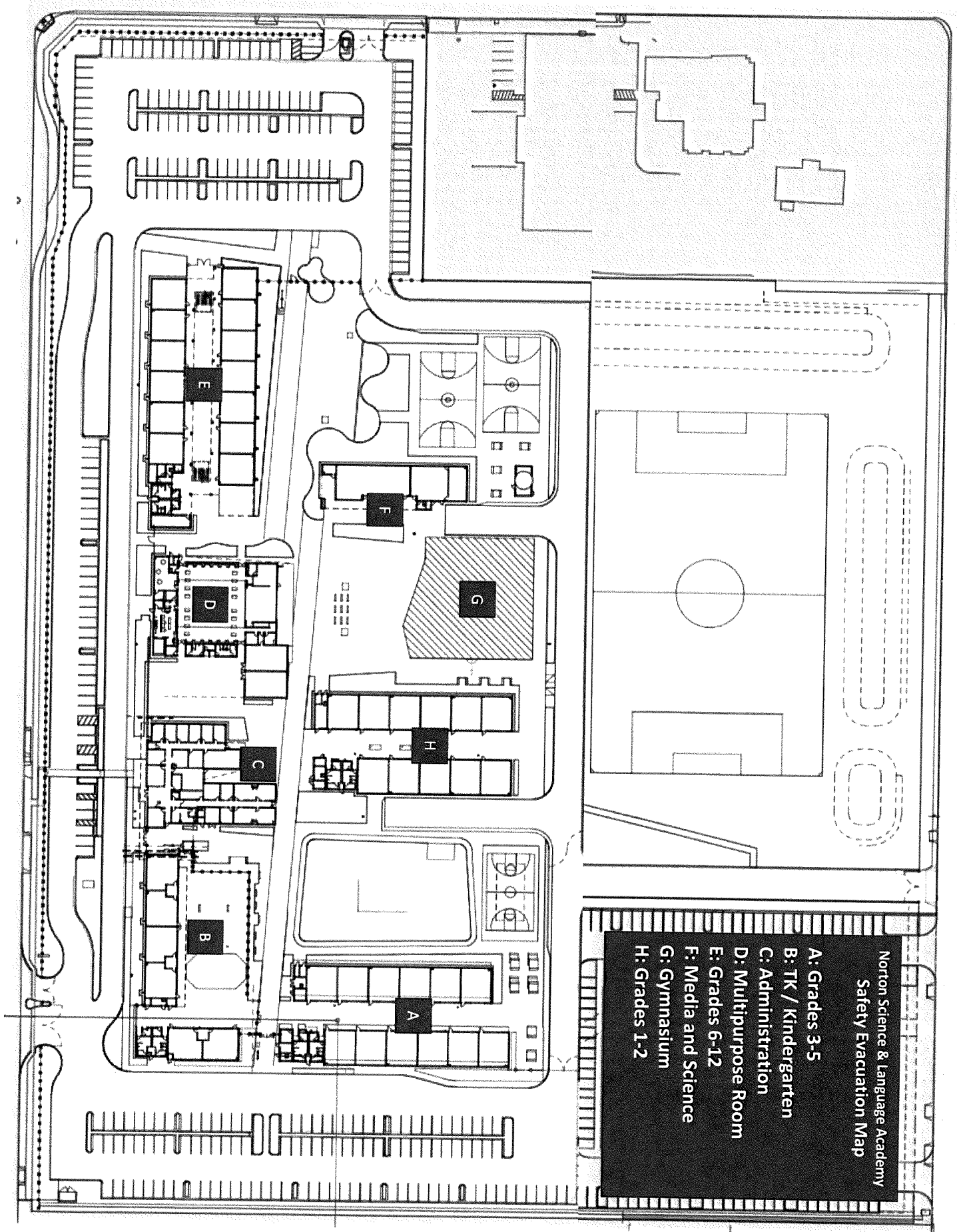
An Unlawful Demonstration/Walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

#### **Procedure**

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the Principal or designee.
2. The Principal or designee will initiate appropriate Immediate Response Actions.
3. The Principal or designee will call 911 to request assistance and will provide the exact location and nature of emergency.
4. The Emergency Response Team will immediately proceed to the Kiosk to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Kiosk should not be locked down, as a blocked entrance may create a serious hazard for students leaving or attempting to re-enter the campus.

5. If students leave the campus, the Request Gate Team, in consultation with the Principal or designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while offsite.
6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the Principal or designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and/or blinds.
7. The Documentation staff member should keep accurate record of events, conversations and actions.
8. The Principal or designee should proceed in good judgment on basis of police or other legal advice, in taking action to control and resolve the situation.
9. The Principal or designee will notify parents of the incident, as appropriate. SHELTER-IN-PLACE.

## Emergency Evacuation Map



**Norton Science & Language Academy  
Safety Evacuation Map**

- A: Grades 3-5**
- B: TK / Kindergarten**
- C: Administration**
- D: Multipurpose Room**
- E: Grades 6-12**
- F: Media and Science**
- G: Gymnasium**
- H: Grades 1-2**

**Lewis Center for Educational Research  
STAFF REPORT**

Date: February 14, 2022  
 To: LCER Board of Directors  
 From: Lisa Lamb  
 Re: President/CEO Report

<b>Goal 1 (Business/Fiscal): Build and sustain the financial capacity of the Lewis Center in order to achieve our Strategic Plan.</b>	
1.1 <b>Objective:</b> At the end of the fiscal year, the Lewis Center and each school will maintain a balance of no less than 45 days of cash on hand (or 12.33%).	The Finance Team is happy to announce the completion of the FY 2021 audit with no findings. At the end of FY 2021 we were able to confirm that we met this objective. We are beginning to work on the 2nd Interim Reports to meet the state reporting guidelines and assist in the projections throughout the school year. Our expectation is that we will continue to meet this objective without any challenges thanks to the prior year reserves and strategic planning to adjust our current year spending to meet the revenue projections impacting the school due to the loss ADA. We also continue to seek guidance from our advisors on any upcoming legislature that may provide some relief to our funding.
1.2 <b>Objective:</b> Support oversight and accountability of funds by LCER budget managers through monthly financial reports which include budget-to-actuals.	The Finance Team continues to provide monthly financial reports to budget managers. We are currently revising the annual budget that will help support the managers in their spending plans.
1.3 <b>Objective:</b> Most restrictive dollars (i.e.: categorical funding, one-time monies, Special Education funding, grants, etc.) will be utilized first and according to funding requirements and as approved by the School Site Council.	We continue to discuss the priority to use or restrictive funds and what these funds can support our students and staff for the best use of these funds. This process helps planning and making sure the schools meet the guidelines of the LCAP and their needs.
1.4 <b>Objective:</b> Develop and share with stakeholders a proposed 3-year financial plan in alignment with the LCAP engagement process (presented annually at the June board meeting).	The LCAP and three-year budget were approved at the regularly scheduled board meeting in June. We are presenting our Mid-Year LCAP review to represent where we are and how we are following the approved plan at each school.
1.5 <b>Objective:</b> Prioritize staff compensation (inclusive of salaries and benefits) in a way that is sustainable.	The Executive Team has continued to evaluate all positions and areas of need to make sure that we are able to keep our staff, and when necessary, recruit for the highest quality staff to support the students and families we serve. We are currently starting our Budget Development process. We are working with Human Resources to complete an industry analysis to identify

	our position salaries in comparison to surrounding Districts. We expect that this will help us meet this objective.
1.6 <u>Objective</u> : The Foundation Board will raise funds annually to support the identified needs of LCER schools and programs.	The Foundation continues to support the schools’ needs. During 2021, the Foundation contributed the following funds: <ul style="list-style-type: none"> <li>• \$8,500 for AAE Senior Scholarships</li> <li>• \$32,900 for Additional Shade Structures at AAE</li> <li>• \$11,100 for LCER, AAE and NSLA Community Engagement and Outreach</li> <li>• \$7,400 for the Lewis Center Employee Recognition Program</li> </ul>
<b>Goal Two (Facilities): Develop and maintain facilities to meet the TK-12 needs at both campuses.</b>	
2.1 <u>Objective</u> : Complete NSLA TK-12 and Head Start campuses by August of 2021 and within budget.	The Head Start campus was delivered to San Bernardino County on July 7, 2021. We have received the formal release of obligation from the San Bernardino County Real Estate Department.
2.2 <u>Objective</u> : Be prepared to open NSLA on August 30, 2021.	NSLA opened on time with the first day of school September 7th. Staff was able to return on August 23rd to prepare the campus for students.  LCER is constructing a gymnasium on the NSLA campus with the expected completion date in September 2022 for the new school year.
2.3 <u>Objective</u> : LCER will create a deferred maintenance schedule after properly identifying and addressing needs of aging equipment, building and infrastructure. (AAE’s plan will be drafted by June 2021 and NSLA’s by June 2022.)	AAE’s deferred maintenance plan was submitted in June 2021 and will be continually monitored.  NSLA’s deferred maintenance plan will be completed by July 2022 and will be continually monitored.  These plans will be used to budget capital improvements for the out years at both schools.
2. 4 <u>Objective</u> : Create a long-term plan for upcoming capital improvements at both campuses by June 2022.	Finance in coordination with the School Administration Teams and Facilities to identify necessary Capital Improvements at both campuses.  SB 130, the TK-12 trailer bill, has laid out a plan for universal transitional kindergarten by school year 2025-26. Both schools only currently offer 1 TK class. The executive team is working on a plan to expand transitional kindergarten on both campuses.  With brand new construction for Norton, the current need is the completion of the Gym and the addition of an elementary playground.  Due to projected decreases in revenue, AAE is planning to place some of its planned capital improvements on hold. These projects include moving school administration offices to B Bldg and redesigning special education and science classroom spaces. The School Administration with support from Facilities continue to work and receive quotes for new shade structures throughout the campus. This project is funded through the ESSER plans previously approved by the Board.

<p><b>Goal 3 (Student Success): Strengthen the academic programs and enrichment opportunities at both schools resulting in increased student mastery while preparing every student for post-secondary success in the global society.</b></p>	
<p>3.1 <b>Objective:</b> Both schools will demonstrate continual increases in student mastery in the area of Mathematics as reported on the annual California School Dashboard.</p>	<p>The AAE Annual School Update is being presented in the February Board meeting. The California Department of Education released student assessment scores for 2020-2021 last month. Data from the 2020-2021 CAASPP has limited uses due to low participation throughout the state and COVID-related challenges. Roughly 25% of California students completed the assessments.</p> <p>To ease the burden of the federal testing requirement, schools administered shorter versions of the Smarter Balanced English language arts and math tests or had the option to use another local assessment. AAE 11<sup>th</sup> grade students took the Smarter Balance tests and 39.39% achieved Met or Exceeded Standard in Math with 98% participation compared to 34.36% for 11th grade students in the state.</p>
<p>3.2 <b>Objective:</b> In order to demonstrate annual decreases in suspension rates on the California School Dashboard, 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.</p>	<p>NSLA has started to prepare to re-engage staff, students, and families in implementing Teaching With Love and Logic and Parenting With Love and Logic. For example, the NSLA ATM and MTSS teams have developed a plan to deliver workshops to mitigate the increase in discipline incidents as student enrollment has increased. In addition, NSLA and AAE administrators have started to use a discipline matrix to maintain consistent systems when supporting students with discipline issues. This tool has effectively aligned practices and made the best decisions for students experiencing behavioral problems.</p> <p>The AAE and NSLA teams plan to implement STOPIt in February. STOPIt empowers students with an easy app to safely and anonymously report anything of concern to school officials – from cyberbullying to threats of violence or self-harm. STOP!t empowers students to stand up for themselves and others while giving our schools the insight we need to keep students safe.</p>
<p>3.3 <b>Objective:</b> Both schools will develop a more robust STEM strand that builds upon itself in grades TK-12.</p>	<p>Both schools conducted professional development on the digital citizenship curriculum, Common Sense, on February 2nd. This curriculum will support the responsible use of technology and will be implemented in grades K-12 with additional and ongoing support for families. More information can be found at: <a href="https://www.commonsense.org/education/digital-citizenship">https://www.commonsense.org/education/digital-citizenship</a></p> <p>AAE allocated \$17,000 of the ESSER II funding to launch an eSports program. The goal is to do a soft launch this school year with broader implementation next school year. AAE will also begin offering AP Computer Science Principles next school year. AAE robotics teams are forming and will begin competing soon.</p> <p>AAE STEM instructor, Devan Lee, will be holding after school, hands-on workshops for middle and high school students. The first week was all about the International Space Station and astronauts as a follow-up to our ARISS contact. Students can join him Wednesdays from 2:30-4 in the Gym Conference Room.</p>

	<p>NSLA's two robotics teams competed in their first competition in January. They will compete again on Saturday, February 5th at Heritage High School in Menifee. The tournament hosts 24 teams who compete on the field in 2v2 robotics matches and off the field through judged awards. The top teams will advance to the LA regional championship in March.</p>
<p>3.4 <u>Objective</u>: Both schools will support the LCER mission of creating global citizens through academic and co-curricular offerings each school year.</p>	<p>AAE has signed agreements for two new exchange students in the 2022-2023 school year. They are coming to us from Belgium and Brazil.</p> <p>Colonel George Armstrong is helping AAE celebrate Black History Month during February by recognizing the progress, richness and diversity of African American achievement. Other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating Black history.</p> <p>NSLA will celebrate Black History Month during the month of February. The different events will include the following:</p> <ul style="list-style-type: none"> <li>● Daily PA Message highlighting and African American leader who has made significant contributions to the world. The message will include a quote. Students will receive a weekly quiz with "Who am I" questions.</li> <li>● Display of biography posters throughout campus. Information from posters will be used in weekly school wide quizzes</li> <li>● Each classroom will receive a copy of the book <b><i>Good Night Stories for Rebel Girls favila, Elena &amp; Cavallo, Francesca</i></b> for their classroom libraries. The book includes a list of instructional resources.</li> <li>● NSLA will host a family Reading night via zoom highlighting a parent author. <ul style="list-style-type: none"> <li>○ <b><i>Book: "They Say I Couldn't But Yes I Can" - Dr. Marva Pachot Bourne</i></b></li> </ul> </li> <li>● Music composed and written by African American composers will be played during lunch recess times. The styes will include: <ul style="list-style-type: none"> <li>○ Zydeco</li> <li>○ Jazz</li> <li>○ Reggae</li> <li>○ Blues</li> </ul> </li> </ul> <p><b>NSLA LOTE Enrollment (updated 2/2/22):</b>  NSLA LOTE Enrollment:  Spanish III – Native Speakers – 9<sup>th</sup> grade  22 students  Spanish II – Native Speakers – 9<sup>th</sup> grade  18 students  Mandarin I – Grades 6<sup>th</sup>-9<sup>th</sup>  80 Students  Spanish Language Arts - Grades 6<sup>th</sup>-8<sup>th</sup>  258 Students</p>



	<p>Spanish Social Studies - Grades 6<sup>th</sup>-8<sup>th</sup> 212 Students</p>
<p><b>Goal 4 (Staffing): Recruit, develop and retain a highly qualified and diversified staff.</b></p>	
<p>4.1 <u>Objective</u>: Evaluate ongoing and new recruitment efforts to ensure that all positions are filled with highly-qualified and diversified staff.</p>	<p>HR continues to recruit and post positions through Edjoin, social media, job boards, etc. With the global staff shortage, substitute and classified positions continue to be a challenge to fill. The hourly rate of pay was increased for long-term, resident classified substitutes from \$15/hr to \$17.50/hr. The hope is that this new rate of pay will help retain current classified substitutes as well as attract more applicants. Both schools continue to keep resident substitutes on staff daily to be readily available for daily and long term vacancies. In addition, classified staff are working supplemental hours filling in for others who are out ill, on quarantine, etc. Secondary teachers are subbing during their prep periods to cover for their colleagues who are ill or quarantined. With the rise in COVID cases due to the holidays, staff absences increased significantly at all levels.</p>
<p>4.2 <u>Objective</u>: Develop a comprehensive succession plan for key positions.</p>	<p>This work is ongoing through the Board Task Force and Executive Team. The past few months have been spent planning for changes in educational law and health and safety protocols which took precedence, with most recent vaccine mandates for staff/students, changes to COVID leaves (federal and state), OSHA/CalOSHA temporary standards changes, etc.</p> <p>The Board Task Force and Executive Team will resume long/short term executive succession planning in the coming months. Board task force, HR Director and CEO will begin reviewing the CEO employment agreement and evaluation process.</p> <p>The active recruitment for the AAE Principal for 2022-2023 will begin. The plan is to provide the new principal significant overlap time with Mrs. Andreasen to support a smooth transition.</p>
<p>4.3 <u>Objective</u>: Invest in professional development for classified and certificated staff, administration, and board members to align with strategic plan and LCAP goals.</p>	<p>We continue to hold off on non-essential professional development due to a lack of substitutes at both schools. The process of short-term study for students on quarantines has been streamlined to reduce the burden on staff. Our coordinators have continued to provide training and support for certificated and classified staff on independent study.</p> <p>LCER business staff and school site administrative assistants have been meeting monthly to continue streamlining processes across the organization. Also, have reinstated the weekly LCER executive/management meetings.</p>
<p>4.4 <u>Objective</u>: As measured annually, LCER will increase and/or maintain organizational staff retention rates.</p>	<p>We continuously analyze ways to not only attract people to work for the Lewis Center, but to also retain them. Staff retention remains low across all the state due to many pandemic stressors. We have recently spent a great deal of time evaluating the new COVID quarantine/isolation guidelines for staff and students, from CDC, CDPH and SBCDPH and CalOSHA. In addition, we continue to monitor the vaccine mandate as it goes through the legal process and are analyzing the impact it will have on the organization if passed. Intent to return forms are being sent out to staff to help</p>

	<p>determine salary/assignment changes, retirements, etc. which will assist with budget development.</p> <p>In an effort to add another layer of safety and security for our employees, students and families, the Lewis Center continues offering COVID-19 testing for staff, students and families. This assists with identifying positive cases immediately who are symptomatic, as well as helps to bring back staff/students from quarantine/isolation much sooner.</p>
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**Goal 5: The Lewis Center for Educational Research will operate as a unified organization sharing our common vision, mission, goals and objectives as stated in our strategic plan.**

<p>5.1 <u>Objective</u>: Board and Executive Team will actively communicate LCER’s mission to the stakeholders and communities that we serve.</p>	<p>In the past month, the Lewis Center held two interstellar and historical events. The most recent being the ARISS contact. The ARISS contact was successfully held on January 31st. This event stretched our capabilities in several ways. It was the first time in Lewis Center history that all classes were joined in a single learning opportunity. Coordinating 116 classrooms with multiple NASA agencies and the International Space Station while streaming the event live was a huge undertaking. LCER’s IT Department worked tirelessly to make this possible. LCER social media analytics of the event are as follows:</p> <p>People reached: 3,159  Engagements: 844  Reactions: 304  Event Likes: 73  Page Likes: 30  New Followers: 60  Shares: 43</p> <p>The video of the event is being processed to include footage from the classrooms. This video will be sent to NASA SCan and will be submitted to air on NASA TV.</p> <p>On January 18th, AAE’s Air Force JROTC program was deactivated to begin the activation of their Space Force JROTC program. As one of ten to be selected in the nation, the first in California, and the only Charter in the world, the Lewis Center and its schools continue to stand out nationally for our programs and students.</p> <p>The HD Daily News reported on both events:  <a href="#">ARISS Contact</a>  <a href="#">Space Force Activation Ceremony</a>  <a href="#">Victor Valley Daily Press: Space Force</a></p> <p>Beginning on the first week of February, the Lewis Center launched the Digital Citizenship curriculum for all students in TK-12 at both Lewis Center schools. This initiative will teach students how to use information technology in order to engage in society, politics, and government in a positive and healthy manner.</p>
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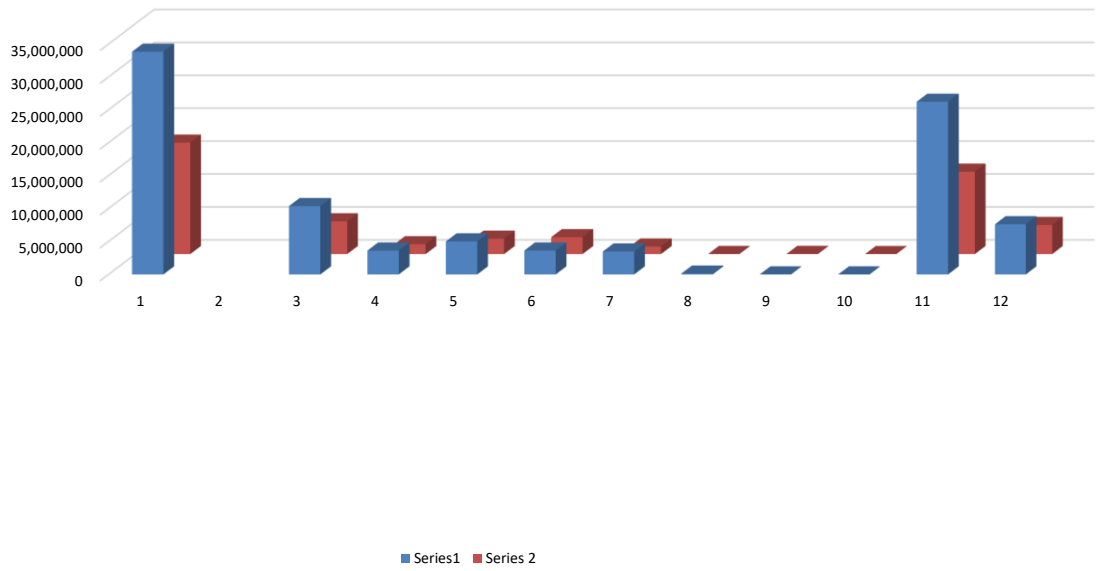
<b>GRANT TRACKING SHEET</b>			
Grant	Amount	Due Date	Result
NOAA	\$5,000,000	04/02/2020	NO
Astronomy & Astrophysics Research	\$48,500,000	Ongoing	Not Applicable
Captain Planet Foundation	\$2,500	Ongoing	Awaiting New Cycle
Henry T. Nicholas III Foundation	NA	Ongoing	No Progress
NASA ROSES- Solar Patrol	\$80,000		Awarded
San Manuel Foundation	\$5,000	10/01/2020	NO
Equity Training	\$20,000	2020	Not Applicable
Lowe's Playground Grant	*\$50,000	???	Not Applicable
Snapdragon Book Foundation - AAE	\$11,000	02/14/2021	Completed
Snapdragon Book Foundation - NSLA	\$15,000	02/14/2021	Completed
San Manuel Foundation	\$5,000		Awaiting New Cycle
Amazon Grant	\$		Awarded

The High Desert Partnership in Academic Excellence Foundation, Inc.  
 Check/Voucher Register - Board Report - 10K  
 From 1/1/2022 Through 1/31/2022

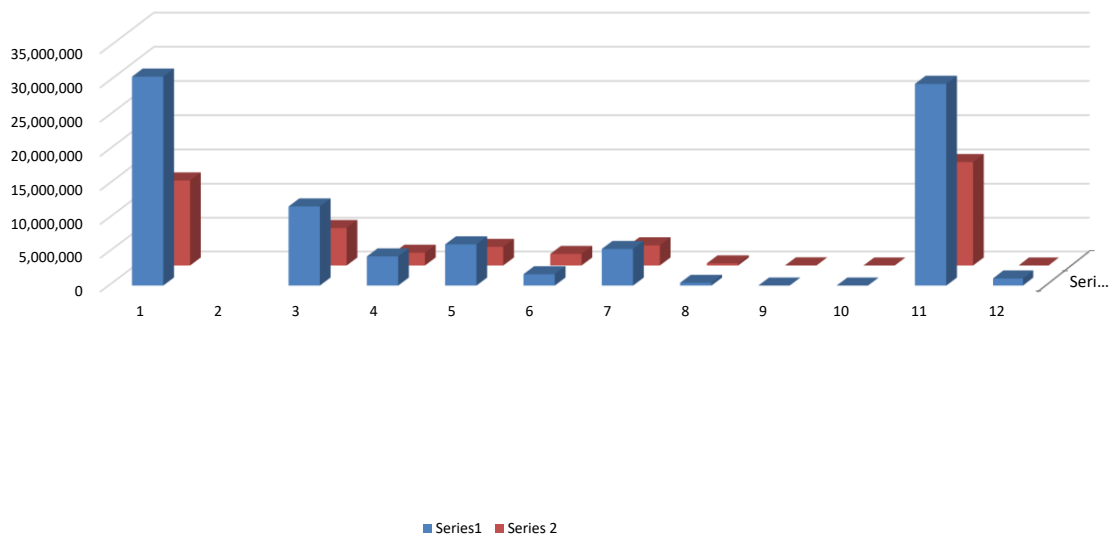
<u>Effective D...</u>	<u>Check Nu...</u>	<u>Vendor Name</u>	<u>Check Amount</u>	<u>Transaction Description</u>
1/4/2022	46652	CharterSAFE	52,276.00	Insurance premium pymt for December
1/4/2022	46655	SBCSS	38,452.68	NSAA PERS contributions for December
1/4/2022		SBCSS	84,294.86	LCER/AAE - PERS contributions for December
1/4/2022	46656	SchoolsFirst Federal C...	10,222.90	Employee TSA contributions - December 30, 2021
1/4/2022	46657	SBCSS	104,500.40	NSAA STRS contributions for December
1/4/2022		SBCSS	161,872.94	LCER/AAE - STRS contributions for December 21
1/6/2022	46667	Near-Cal Corp	839,020.92	NSLA Final Construction Payment
1/12/2022	46680	SISC	220,074.20	Health Coverage for January 2022
1/13/2022	46685	AMT Systems	43,465.07	Deposit for PO# 2122-0640-AAE MPR Improvements
1/14/2022	066		169,990.33	Group: Payroll; Pay Date: 1/14/2022
1/14/2022	068		252,816.18	Group: 11mo Payroll; Pay Date: 1/14/2022
1/14/2022	46689	SchoolsFirst Federal C...	10,222.90	Employee TSA contributions - January 14, 2022
1/20/2022	46690	Acellus Education Center	12,500.00	PO# 2122-0615-AAE Acellus License Cyberschool
1/28/2022	46719	Employment Developm...	21,276.43	4th Quarter 2021 State Unemployment Tax Acct# 942 6189 8
1/31/2022	069		222,480.75	Group: Payroll; Pay Date: 1/31/2022
1/31/2022	070		<u>256,218.06</u>	Group: 11mo Payroll; Pay Date: 1/31/2022
Report Total			<u>2,499,684.62</u>	



2020-21



2020-21



**Foundation Savings - 4100005285**

**2020-21**

**As of 12/31/21**

<b>Description</b>	<b>Beginning Balance</b>	<b>Debit</b>	<b>Credit</b>	<b>Interest</b>	<b>Ending Balance</b>
AAE Captial Campaign	\$83,025.40	\$18,179.09	\$14,680.61	159.21	\$79,686.13
NSLA Capital Campaign	\$45,517.82		\$20,080.61	58.38	\$65,656.81
Davis Scholarship Endowment	\$11,543.99			21.22	\$11,565.21
Global Exchange Programs	\$12,963.85			21.22	\$12,985.07
HiDAS Endowment	\$63,890.02			100.83	\$63,990.85
Scholarships	\$31,813.89		\$5,970.00	42.46	\$37,826.35
Unrestricted	\$74,462.07	\$23,210.56	\$81,420.96	127.37	\$132,799.84
<b>TOTAL</b>					<b>\$404,510.27</b>

<b>Restricted Scholarship Funds</b>					
AAE Ambassadors Scholarship	(\$500.00)		\$500.00		\$0.00
AAE PTC Scholarship	\$0.00				\$0.00
AAE Staff Scholarship	(\$320.00)	\$500.00	\$335.00		-\$485.00
Bud Biggs Memorial Scholarship	\$599.29				\$599.29
Edison Scholarship	\$0.00				\$0.00
John Phan Scholarship	\$5,000.00				\$5,000.00
Mike Mangold Scholarship	\$3,250.00				\$3,250.00
San Manuel Scholarship	\$0.00				\$0.00
Sandra Perea Scholarship	\$8,300.00		\$135.00		\$8,435.00
SLT Scholarship	\$0.00				\$0.00
<b>Total Unrestricted Scholarship Funds</b>					<b>\$21,027.06</b>

<b>Restricted AAE Capital Campaign Funds</b>					
High Desert Turtle and Tortoise Club	\$2,500.00				\$2,500.00
AAE Gym Weight Room	\$2,150.00				\$2,150.00
Watertower, Gristmill, Shade Structures	\$43,239.48	\$18,179.09			\$25,060.39
<b>Total Unrestricted AAE Capital Campaign</b>					<b>\$49,975.74</b>

<b>Restricted NSLA Capital Campaign Funds</b>					
Playground	\$5,000.00				\$5,000.00

**LEWIS CENTER FOUNDATION  
COMBINED BALANCE SHEET AND INCOME STATEMENT  
December 1 - December 31, 2021**

**CHECKING (LEWIS CENTER FOUNDATION)**

<b>Beginning Balance</b>			<b>\$14,816.69</b>
<b>Revenue</b>			
Online Donations to NSLA Capital Campaign	\$	200.00	
Giving Tuesday Donations	\$	223.40	
Transfer from Savings- Unrestricted - Milestone and Retirement Celebrations	\$	654.50	
Donation from Sharon Page	\$	970.70	
Interest	\$	0.39	
<i>Total</i>		2,048.99	
<b>Expenditure</b>			
Valli Andreasen - Retirement Party Expenses (Kobold)	\$	110.76	
Visa - Milestone Employee Celebration Expenses	\$	543.74	
NASA Lunar Rock Certification	\$	200.00	
<i>Total</i>		854.50	
<b>Ending Balance</b>		<i>Total</i>	<b>\$16,011.18</b>

**SAVINGS (LEWIS CENTER FOUNDATION)**

<b>Beginning Balance</b>			
Restricted Funds - AAE Capital Campaign			\$79,655.35
Restricted Funds- NSLA Capital Campaign			\$65,645.52
Restricted Funds - Davis Endowment			\$11,561.11
Restricted Funds - Global Exchange Programs			\$12,980.97
Restricted Funds - HiDAS Endowment			\$63,971.37
Restricted Funds - Scholarships			\$32,783.14
Unrestricted Funds			\$133,429.72
			<b>\$400,027.19</b>
<b>Revenue</b>			
John Phan Scholarship	\$	5,000.00	
Sandra Perea Scholarship	\$	35.00	
Interest	\$	102.58	
<i>Total</i>		5,137.58	
<b>Expenditure</b>			
Transfer to Checking - Milestone and Retirement Celebrations	\$	654.50	
<i>Total</i>		654.50	
<b>Ending Balance</b>			
Restricted Funds - AAE Capital Campaign		\$	79,686.13
Restricted Funds - NSLA Capital Campaign		\$	65,656.81
Restricted Funds - Davis Endowment		\$	11,565.21
Restricted Funds - Global Exchange Programs		\$	12,985.07
Restricted Funds - HiDAS Endowment		\$	63,990.86
Restricted Funds - Scholarships		\$	37,826.35
Unrestricted Funds		\$	132,799.84
		<i>Total</i>	<b>\$ 404,510.27</b>
<b><i>Total Checking and Savings</i></b>			<b>\$420,521.45</b>



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

Date of meeting: 2/14/22

Title: Mid-Year LCAP report

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

Background: The Mid-Year LCAP report provides an update on expenditures and metrics identified by the 2021-2022 LCAP. This report will be submitted with the 2022-2023 LCAP in June.

Fiscal Implications (if any):

Impact on Mission, Vision or Goals (if any): The report provides community partners with current expenditures and how these funds have benefitted students so far. It also gives a mid-year reflection on the school's current practices and how the LCAP goals are being met.

Recommendation: This is an information only report.

Submitted by: Heather Juarez, Coordinator of Assessments and Programs



## 2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Academy for Academic Excellence	Valli Andreasen Principal	vandreasen@lcer.org 760-946-5414

### Goal 1

Prepare all students for post-secondary success.

## Rationale

For students to leave AAE ready for their future success, we must give them every opportunity to be proficient in math and reading beginning in Kindergarten through 12th grade. In addition, these will give students the ability to succeed in other subjects such as science, the arts, PE, and social studies.

Students entering high school math are missing some essential skills to succeed for the natural progression of Integrated I, II, and III. Students also need to move at a slower pace to master these essential skills. Therefore, students will be enrolled in Integrated Math 1A in 9th grade. This will allow them to still be on track for graduation and gain the necessary skills to succeed in their future math courses. For the 2021-2022 school year, there is a greater need for both Math 1A and Math 1B courses creating the necessity for an extra math period. Data also shows there is a need to mitigate learning loss for math in high school. Therefore, we will be offering two support periods for students to take in addition to their regularly scheduled math class.

Students in elementary are displaying a decline in math proficiency since the last CAASPP assessment data in 2019. Since our diagnostic exams and summative benchmarks measure all standards at a grade level, all standards must be covered within a given year. With the shutdown in 2020 in spring and a modified attendance schedule throughout the 2020-2021 school year, instruction focused on essential standards. Data collected at the end of the year revealed the domain of Geometry as the lowest-performing area. This is often taught towards the end of the year, so these results were not unexpected. Other areas such as algebra and algebraic thinking also showed a decline.

Without a strong reading foundation, students will struggle throughout their school years not being prepared for the work given to them. Recent data reported that 45% of primary students were proficient in reading at their grade level. As students promote to the next grade level, there will be a need for more intervention both in class and out to help students become fluent readers by the time they get to 3rd grade.

## Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
4	California Assessment of Student Progress (CAASPP) Math	40.95% of students showed proficiency in math as identified by the last Smarter Balanced Assessment in 2019.	CAASPP for Math will be administered in May of 2022 with results published in the fall of 2022.	45% of students will be proficient in math as identified by the Smarter Balanced Assessment.
4	iReady Diagnostic Assessment for Math	42% of students on or above grade level 36% of students one grade level below 23% of students two or more grade levels below as identified by the EOY assessment 2021.	28% of students on or above grade level 40% of students one grade level below 32% of students two or more grade levels below as identified by Diagnostic 2 in December 2021.	45% of students on or above grade level 40% of students one grade level below 15% of students two or more grade levels below
4	On-site Benchmarks for Math	37% of students are proficient on the EOY 2021 benchmarks.	53% of students showed proficiency on math benchmarks as of December 2021.	46% of students will show proficient on end of year benchmarks.

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
4	Enrollment in Integrated Math I by 9th grade.	77% of students enrolled in 9th grade are on track for proficiency through the integrated math pathway.	87% of 8th grade math students are on track to enter Integrated Math I in fall of 2022.	85% of incoming 9th graders will be enrolled in Integrated Math I.
4	California Assessment of Student Progress (CAASPP) ELA	60.26% of students showed proficiency in ELA as identified by the last Smarter Balanced Assessment in 2019.	CAASPP for ELA will be administered in May of 2022 with results published in the fall of 2022.	65% of students will be proficient in ELA as identified by the last Smarter Balanced Assessment.
4	iReady Diagnostic Assessment for ELA	52% of students on or above grade level 26% of students one grade level below 22% of students two or more grade levels below as identified by the EOY assessment 2021.	39% of students on or above grade level 30% of students one grade level below 31% of students two or more grade levels below as identified by Diagnostic 2 in December 2021.	55% of students on or above grade level 25% of students one grade level below 20% of students two or more grade levels below
4	On-site Benchmarks for ELA	45% of students are proficient on the EOY 2021 benchmarks.	48% of students showed proficiency on ELA benchmarks as of December 2021.	51% of students will show proficient on end of year benchmarks.
4	Early Literacy Benchmarks for K-2	61% of students are proficient on the EOY 2021 benchmarks.	21% of students show mastery in literacy as measured by EOY early literacy benchmarks.	66% of students will show proficiency in grades K-2 on the EOY early literacy benchmarks.

## Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	<b>Math Support</b> Part-time math teacher for students needing Integrated Math 1A/1B	Ongoing	No	Other State 48,764		\$48,764.00	\$24,382.00
1.2	<b>Math Lab</b> Two additional class periods for high school math lab to support	Ongoing	No	Other State 34,918		\$34,918.00	\$17,459.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	students underperforming in math.						
1.3	<b>Math Semester Benchmarks</b> High school will use Edulastic to create curriculum aligned summative exams to measure annual growth.	Ongoing	No		LCFF 400	\$400.00	\$0.00
1.4	<b>iReady Diagnostic for Math and Reading. iReady Instruction for Math.</b> Implementation of iReady diagnostic and instruction to measure growth in both areas and facilitate differentiation based on specific student need. Math instruction is included to supplement math curriculum and meet the individual needs of each student. Note: Funding accounted for during the 2020-21 school year with a 6 year adoption.	Ongoing	No				N/A
1.5	<b>Response to Intervention</b> Provide Tier 1 support and Tier II intervention. Students in need of intervention will receive Tier I from the classroom teacher who is supported by the teacher on assignment. Students in	Ongoing	No	Federal 119057		\$119,057.00	\$59,528.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	need of additional intervention, Tier II, will receive additional, small group instruction provided by the teacher on assignment.						
1.6	<b>ELD Support &amp; Curriculum</b> English learners will receive designated ELD with small group instruction provided by the teacher on assignment. Reading A-Z English Learner program will be used to support ELD.	Ongoing	No Yes		Federal 1,000	\$1,000.00	\$1,020.00
1.7	<b>Professional Development for Adopted Curricula</b> Teaching staff new to the school will receive PD for the school's adopted curricula.	Ongoing	No		Federal 4,500	\$4,500.00	\$0.00
1.8	<b>Teacher Induction</b> Two-year training for all new teaching staff through the Center for Teacher Innovation (CTI).	Ongoing	No	Federal 24,050	Other State 28,600	\$52,650.00	\$12,422.00
1.9	<b>Early Literacy Professional Development</b> Orton-Gillingham PD to meet the intervention needs for early literacy.	Ongoing	No		Federal 6,375	\$6,375.00	\$8,925.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.10	<b>Paraprofessionals for Kindergarten Support</b> Paraprofessionals to support early literacy development in the Kindergarten classrooms.	Ongoing	No	LCFF 77,186		\$77,186.00	\$38,593.00
1.11	<b>After School Tutoring</b> Program for after school tutoring provided by certificated staff.	Ongoing	No		Other State 52,310	\$52,310.00	\$0.00
1.12	<b>Professional Development</b> Teacher professional development for PLC and grading.	Year 1	No		Other State 30,000	\$30,000.00	\$0.00
1.13	<b>Advanced Placement (AP) Training</b> AP training for teachers to keep up-to-date with instructional practices.	Ongoing	No		Federal 2,500	\$2,500.00	\$995.00
1.14	<b>Science Lab</b> Conversion of former cafeteria into a science lab.	Year 1	No		Other State 350,000	\$350,000.00	\$0.00
1.15	<b>Classroom furniture</b> New mobile and flexible seating options for students.	Year 1	No		Other State 40,000	\$40,000.00	\$0.00
1.16	<b>Staff Laptops</b> Replacement laptops for staff.	Year 1	No		Other State 128,000	\$128,000.00	\$0.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.17	<b>Storage Area Network</b> Update storage area network where all servers will be reside.	Year 1	No		Other State 26,000	\$26,000.00	\$27,112.00
1.18	<b>Support Servers</b> Support servers for school's network.	Year 1	No		Other State 15,000	\$15,000.00	\$14,998.00
1.19	<b>Virtual Machine Server</b> VM server to support email, web applications, various servers, and primary domain controller.	Year 1	No		Other State 15,000	\$15,000.00	\$15,906.00
1.20	<b>MiFi</b> MiFi units for home connection to wifi.	Year 1	Yes		Other State 10,000	\$10,000.00	\$6,887.00
1.21	<b>Science Lab Materials and Supplies</b> Science lab materials and supplies to support learning loss.	Year 1	No		Other State 200,000	\$200,000.00	\$16,395.00
1.22	<b>Suicide Prevention</b> Suicide Prevention Curriculum	Ongoing	No		Federal 2,000	\$2,000.00	\$199.00

## Goal 2

Create an engaging, well-balanced experience for all students.



## Rationale

A student is successful when they can apply the knowledge they learn in the classroom to real-world situations. Providing those opportunities to our students has always been a fundamental part of AAE, but COVID-19 restrictions stopped these enrichment activities. We are excited to be once again offering these opportunities during the 2021-2022 school year. Students will expand their learning and apply their knowledge through field trips at every grade level and enrichment courses.

We also want to provide students higher education opportunities to help them pursue their college credits. Providing monies to offset fees for Advanced Placement exams and dual-enrollment textbooks ensures there is no obstacle for students wanting to advance their learning.

Often circumstances in a student's life can affect their completion of the required courses needed for graduation. Therefore, the school provides a credit recovery program that students can complete independently to recover these credits.

## Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
4	Percentage of students enrolled in AP courses.	58% of students are enrolled in at least one AP course. 2020-2021 enrollment used for baseline.	69% of students are enrolled in at least one AP course.	70% of students are enrolled in at least one AP course.
4	Percentage of students taking their AP exam.	89% of students enrolled in AP participated in AP exams. Baseline from 2021 exam participation.	AP exams will be administered in May, 2022 with results released in July 2022.	100% of students enrolled in AP will participate in the AP exam.
2	Percentage of students attending in person field trips.	0% of students attended in person field trips. 2020-2021 school year as baseline.	10% of students have attended an in person field trip.	95% of students will attend in person field trips.
5	Graduation rate as indicated on the California School Dashboard.	98% of students completed high school with a high school diploma. 2019 Rate for baseline.	100% of students at the end of the 2020-21 school year graduated with a high school diploma.	100% of students completed high school with a high school diploma.
5	Dual Enrollment participation.	61% of students are enrolled in dual enrollment. 2020-2021 semester 2 enrollment used for baseline.	100% of seats for dual enrollment are filled.	100% of seats for dual enrollment will be filled.

## Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	Field Trips	Ongoing	No		Other State 150,000	\$150,000.00	\$31,050.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	All students will have the opportunity to engage in field trips to enhance their learning and apply their knowledge from the classroom to real world experiences.						
2.2	<b>Advanced Placement participation</b> Offset cost of AP exams for students to encourage more participation.	Ongoing	No		Federal 13,000	\$13,000.00	\$0.00
2.3	<b>Dual Enrollment</b> Students will participate in dual enrollment courses provided through the local community college. Cost is for student books.	Ongoing	No		Other State 10,000	\$10,000.00	\$2,948.00
2.4	<b>Credit Recovery program</b> For students needing to repeat coursework, the school provides an online credit recovery program through an accredited university.	Ongoing	No		Other State 3,600	\$3,600.00	\$870.00
2.5	<b>Library Hub</b> Before and after school learning hub for students. This time will be monitored by a paraprofessional.	Ongoing	No	Other State 8,200	Other State 2,500	\$10,700.00	\$0.00
2.6	<b>Love &amp; Logic Training</b> Staff will receive Love & Logic training.	Ongoing	No		Other State 14,000	\$14,000.00	\$0.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.7	<b>One-to-one Chromebooks</b> Addition of 3rd grade Chromebooks annually.	Ongoing	No		Other State 50,000	\$50,000.00	\$0.00
2.8	<b>Elementary Enrichment</b> Enrichment courses provided during the school day and after school.	Ongoing	No		Other State 150,000	\$150,000.00	\$75,000.00
2.9	<b>Summer Academy</b> Extended learning time for students during the summer.	Year 1	No		Other State 164,000	\$164,000.00	\$168,876.00
2.10	<b>Band Instruments</b> Addition and upgrade of band instruments.	Year 1	No		Other State 12,000	\$12,000.00	\$7,790.00
2.11	<b>Uniform Closet</b> Provide new uniforms for families who are in need.	Ongoing	Yes		Federal 5,000	\$5,000.00	\$4,522.00
2.12	<b>Robotics Team</b> Development and implementation of a school robotics team.	Year 1	No		Other State 60,000	\$60,000.00	\$0.00
2.13	<b>eSports Lab</b> Create and implement an eSports team.	Year 1	No		Other State 20,000	\$20,000.00	\$0.00
2.14	<b>Independent Study</b>	Year 1	No	Other State 40,000		\$40,000.00	\$8,843.00

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Independent study option for students who will continue distance learning.						
2.15	<b>Portables for Classrooms</b> Expansion of classrooms for new courses including eSports lab, Computer Science, and other STEM courses.	Year 1	No		Other State 300,000	\$300,000.00	\$0.00

### Goal 3

**Provide safe and well-maintained facilities with positive school climate.**

#### Rationale

The safety of our school has always been a priority at AAE. Many of our families say that safety was a deciding factor for enrolling their children. With the addition of the COVID-19 virus, AAE has had to increase sanitation methods, staffing, social distancing materials, and equipment to keep our campus and classrooms as clean as possible. These additions will continue as students come back to school full-time. We want all our families to feel that the safety that brought them to our school continues as we come back full-time in the 2021-2022 school year. In addition, a safe campus decreases the anxiety students may feel as they return to school after a year of distance learning, so they will be able to concentrate on learning.

#### Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
6	Student Climate Survey	36% of students feel their school is clean and maintained well as reported by the 2019 student climate survey.	72% of students feel their school is safe and well maintained according to the fall 2021 climate survey.	75% of students feel their school is clean and maintained well.
6	Suspension Rate	3.5% suspension rate as indicated by the 2019 California School Dashboard.	1.8% suspension rate year-to-date.	3.1% suspension rate as indicated on the California School Dashboard.
1	Facility Inspection Reports	90.21% rate for facility conditions with an overall good	96% rate for facility conditions with an overall good rating as	95% rate for facility conditions with an overall good rating.

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		rating as identified on the 2020 FIT.	identified on the 2021 FIT report.	

### Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.1	<b>MPR</b> Construction of multi-purpose room (AV equipment, Curtain, Furniture).	Year 1	No		Other State 80,000	\$80,000.00	\$43,465.00
3.2	<b>PA System</b> New PA System so all buildings and campus areas have communication.	Year 1	No		Other State 100,000	\$100,000.00	\$43,465.07
3.3	<b>Secondary Science Lab</b> Reconfiguration of old cafeteria into a functional science lab.	Year 1	No		Other State 350,000	\$350,000.00	\$0.00
3.4	<b>Shade Structure</b> Shade structure for the protection of students in outdoor areas.	Year 1	No		Other State 168,000	\$168,000.00	\$0.00
3.5	<b>Parking Lot Resurfacing</b> Resurfacing of parking lots for safety.	Year 2	No		LCFF 300,000	\$300,000.00	\$117,995.00
3.7	<b>STOP IT Hotline</b> Service for stop it hotline to prevent bullying and report student issues.	Ongoing	No		Other State 700	\$700.00	\$650.70

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.8	<b>Recess/Lunch Assistant</b> Additional Character Development Office support during recess and lunch.	Ongoing	No	Other State 30,000		\$30,000.00	\$0.00
3.11	<b>HVAC Units</b> Update HVAC units in buildings A, B, and C. Portable Bard HVAC units with Ionizers.	Year 1	No		Other State 457,000	\$457,000.00	\$0.00
3.12	<b>Podium for MPR</b> Podium and tablecloths for new MPR to be used for performances and assemblies.	Year 1	No		Other State 900	\$900.00	\$0.00
3.13	<b>Flooring</b> Redo flooring to VCT (vinyl composition tile) replacing worn out carpet in TK, Kinder, C classrooms, GAVRT, and bldg. N.	Year 1	No		Other State 81,000	\$81,000.00	\$22,535.50
3.14	<b>Tile Floor</b> Replace tile flooring in girls gym restroom.	Year 1	No		Other State 4,000	\$4,000.00	\$0.00
3.15	<b>Gym Floor Cover</b> Replace gym floor cover. Cover used for assemblies, dances, activities, and testing.	Year 1	No		Other State 8,000	\$8,000.00	\$0.00



Creating Global Citizens

## 2021-22 Local Control Accountability Plan (LCAP) Actions & Services Mid-Year Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Lewis Center for Educational Research	Dr. Fausto Barragan Principal	fbarragan@lcer.org 909-386-2300

### Goal 1

**All school community members (administrators, teachers, paraprofessionals, parents, students) will work together to improve student achievement in all content areas.**

## Rationale

For students to leave NSLA ready for their future success, it's imperative that we give them every opportunity to be proficient in the areas of math and reading, both in Spanish and English, beginning in Kindergarten through their senior year. Both of these areas will give students the ability to be successful in other subject areas such as science, the arts, PE, and social studies.

Students in elementary are displaying a decline in math proficiency since the last CAASPP assessment data in 2019. Since our diagnostic exams and summative benchmarks measure all standards at a grade level, it's important that all standards are covered within a given year. With the spring shutdown in 2020 and a modified attendance schedule throughout the 2020-2021 school year, instruction focused on essential standards. 16% of students show proficiency at the end of the school year, which is a drop from previous years. Data also revealed the domain of Geometry and Measurement & Data as the lowest-performing areas. These are often taught towards the end of the year so these results were not unexpected.

Without a strong reading foundation, students will struggle throughout their school years not being prepared for the work given to them. Recent data reported that 33.7% of primary students were proficient in reading at their grade level. As students promote to the next grade level there will be a need for more intervention both in class and out to help students become fluent readers by the time they get to 3rd grade.

## Expected Annual Measurable Objectives for Goal 1

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
4	California Assessment of Student Progress (CAASPP) Math and ELA 2019	37.01% of students showed proficiency in ELA 30.5% of students showed proficiency in math	The CAASPP assessments for ELA and Math will be administered in the spring of 2022 with results published in the fall of 2022.	40% of students will show proficiency in ELA 34% of students will show proficiency in math
4	iReady Diagnostic Assessment for Reading	Reading: 29% of students on or above grade level 23% of students one grade level below 48% of students are two or more grade levels below as demonstrated in the EOY 2021 assessments	Reading: 20% of students on or above grade level 22% of students one grade level below 58% of students are two or more grade levels below	Reading: 35% of students on or above grade level 27% of students one grade level below 38% of students are two or more grade levels below
4	iReady Diagnostic Assessment for Math	Math: 16% of students on or above grade level	Math: 9% of students on or above grade level	Math: 25% of students on or above grade level



Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
		38% of students one grade level below 46% of students are two or more grade levels below as demonstrated in the EOY 2021 assessments	28% of students one grade level below 62% of students are two or more grade levels below	45% of students one grade level below 30% of students are two or more grade levels below
4	DRA (Developmental Reading Assessment) English grades 3-5	53.3% of students met standard 15.7% of students nearly met standard 31% of students standard not met as demonstrated in the EOY 2021 assessments	52% of students show proficiency on trimester 1 DRA scores, meeting the standard.	60% of students will meet the standard 20% of students will nearly meet the standard 20% of students standard not met
4	On-site Benchmarks for Math and ELA	21.5% of students showed proficiency in ELA 30.6% of students showed proficiency in math as demonstrated in the EOY 2021 assessments	28% of students showed proficiency in ELA 41% of students showed proficiency in Math as demonstrated by trimester 1 and semester 1 assessments.	35% of students will show proficiency in ELA 35% of students will show proficiency in math
4	EDL (Evaluación del desarrollo de la lectura® 2; Spanish reading assessment) grades K-2	33.7% of students showed proficiency in SLA as measured by EDL at the end of year 2020-2021	26% of students show proficiency on trimester 1 EDL scores, meeting the standard.	40% of students will show proficiency in SLA as measured by EDL

### Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.1	<b>Field Trips</b> All students will have the opportunity to engage in field trips to enhance their learning and apply their knowledge from the	Year 1	No		Other State 147,500	\$147,500.00	\$22,538.40

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	classroom to real world experiences.						
<b>1.2</b>	<b>iReady Diagnostic and Instruction for Reading and Math</b> Implementation of iReady diagnostic and instruction to measure growth in both areas and facilitate differentiation based on specific student need. Reading and Math instruction is included to supplement adopted curriculum and meet the individual needs of each student. Note: Funding accounted for during the 2020-21 school year with a 6 year adoption.	Ongoing	No				N/A
<b>1.3</b>	<b>New Teacher Induction</b> Induction for new teachers	Year 1	No	Other State 19,800.00 Federal 20,147.00		\$39,947.00	\$4,568.80
<b>1.4</b>	<b>Elementary Enrichment</b> Enrichment courses in elementary during the school day.	Ongoing	No	Other State 152,225.00		\$152,225.00	\$17,587.00
<b>1.5</b>	<b>Dual Enrollment</b> Textbooks for dual enrollment courses with San Bernardino Valley Community College	Ongoing	No		Other State 5,000	\$5,000.00	\$0.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.6	<b>Secondary Academic Counselor</b> New academic counselor for high school.	Ongoing	No	LCFF 120,401		\$120,401.00	\$64, 531.00
1.7	<b>Summer Space Camp</b> Summer extended learning opportunities for STEM.	Year 1	No	Other State 4,000	Other State 2,000	\$6,000.00	\$6,000.00
1.8	<b>Rocket Lab</b> Targeted intervention for students needing tier II and tier III supports.	Ongoing	No	Federal 243,196		\$243,196.00	\$161,432.00
1.9	<b>Library Hub</b> Before and after school library hub.	Ongoing	No		Other State 10,700	\$10,700.00	\$0.00
1.10	<b>Secondary Extended Learning</b> Zero period offerings (ASB, Mandarin, Comp Sci, and Spanish).	Year 1	No	LCFF 60,000.00		\$60,000.00	\$33,300.00
1.11	<b>Love &amp; Logic</b> Professional development for all staff.	Year 1	No		Other State 6,000	\$6,000.00	\$0.00
1.12	<b>Summer Academy</b> Extended learning for the summer in 2021 and 2022.	Year 1	No	Other State 160,000		\$160,000.00	\$109,372.06
1.13	<b>Elementary Enrichment Music</b> Music enrichment materials.	Year 1	No		Other State 25,000	\$25,000.00	\$0.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.14	<b>eSports</b> eSports lab set up.	Year 1	No		Other State 20,000	\$20,000.00	\$0.00
1.15	<b>Robotics Team</b> Creation of a robotics team.	Year 1	No		Other State 60,000	\$60,000.00	\$836.00
1.16	<b>Science Lab</b> Expansion of secondary science lab, materials and curriculum.	Year 1	No		Other State 100,000	\$100,000.00	\$0.00
1.17	<b>Art Lab</b> Expansion of secondary art lab, materials and curriculum.	Year 1	No		Other State 100,000	\$100,000.00	\$0.00
1.18	<b>Summer Academy Facility</b> Facility for the summer academy 2021.	Year 1	No		Other State 37,000	\$37,000.00	\$38,850
1.19	<b>One-to-One Devices</b> Additional Chromebooks at 3rd grade.	Ongoing	No		Other State 100,000	\$100,000.00	\$0.00
1.20	<b>Swun Math Professional Development</b> Training for teachers implementing Swun Math with concentration in grades 3-8.	Ongoing	No		LCFF 55,000.00	\$55,000.00	\$20,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
1.21	<b>CABE Early Literacy Professional Development</b> CABE (California Association for Bilingual Education) Early Literacy PD for primary teachers.	Ongoing	No		Other State 2,500	\$2,500.00	\$2,500.00
1.22	<b>Home Visits</b> Materials and supplemental funds for home visits.	Year 1	No Yes		Other State 10,000	\$10,000.00	\$0.00
1.23	<b>Physical Education Materials</b> Additional PE Materials for growth of campus and additional grade level.	Year 1	No		Other State 20,000	\$20,000.00	\$824.00
1.24	<b>Spanish Course</b> Addition of high school Spanish course curriculum.	Year 1	No		Other State 69,200	\$69,200.00	\$13,118.90
1.25	<b>Flexible Seating</b> Flexible seating for students.	Year 1	No		Other State 50,000	\$50,000.00	\$0.00
1.26	<b>Mindfulness</b> Mindfulness spaces furniture and materials.	Year 1	No		Other State 10,000	\$10,000.00	\$0.00
1.27	<b>College Visits</b> College visits for students in middle and high school.	Ongoing	No		Federal 5,000	\$5,000.00	\$0.00
1.28	<b>ELPAC Testing</b>	Ongoing	Yes	Federal 13,500		\$13,500.00	\$0.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Test examiners for ELPAC testing.						
<b>1.29</b>	<b>ELPAC Testing On-Site Coordinator</b> Lead coordinator for ELPAC testing throughout the year.	Ongoing	Yes	Federal 12,544		\$12,544.00	\$0.00
<b>1.30</b>	<b>VM Server</b> Expansion of virtual network servers to support learning platforms.	Year 1	No		Other State 15,000	\$15,000.00	\$15,906.31
<b>1.31</b>	<b>Support Servers</b> Support servers for network.	Year 1	No		Other State 15,000	\$15,000.00	\$14,998.64
<b>1.32</b>	<b>Storage Area Network</b> Network file storage support.	Year 1	No		Other State 26,000	\$26,000.00	\$27,112.21
<b>1.33</b>	<b>Classroom Furniture</b> Classroom furniture for expansion to high school and replacement of unusable furniture.	Year 1	No		LCFF 100,000 Other State 200,000	\$300,000.00	\$0.00
<b>1.34</b>	<b>STEM Enrichment Materials</b> STEM materials for space science, engineering, and aviation.	Ongoing	No		Other State 10,000	\$10,000.00	\$1,047.00
<b>1.35</b>	<b>Mandarin Enrichment Materials</b>	Year 1	No		Other State 20,000	\$20,000.00	\$2,228.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Materials for Mandarin enrichment classes.						
<b>1.36</b>	<b>Staff Laptops</b> Staff laptop replacement.	Year 1	No		Other State 115,000	\$115,000.00	\$13,251.00
<b>1.37</b>	<b>Multi-Purpose Room Setup</b> Setup MPR with sound system, projector, and communication.	Year 1	No		Other State 35,000	\$35,000.00	\$0.00
<b>1.38</b>	<b>Stop-It Hotline</b> Student reporting system to promote safety for students.	Ongoing	No		Other State 500	\$500.00	\$237.82
<b>1.39</b>	<b>MiFi Units</b> MiFi units for remote connection.	Year 1	No		Other State 15,000	\$15,000.00	\$6,887.00
<b>1.40</b>	<b>Resident Subs</b> Resident bilingual subs.	Year 1	No	Other State 127,413		\$127,413.00	\$45,600.00
<b>1.41</b>	<b>Project GLAD Training</b> Project GLAD Training for English learners instructional strategies.	Ongoing	Yes		Other State 4,000	\$4,000.00	\$1,632.00
<b>1.42</b>	<b>Uniform Closet</b> Uniforms provided to students in need.	Ongoing	Yes		Federal 5,000	\$5,000.00	\$0.00
<b>1.43</b>	<b>Independent Study</b>	Year 1	No	Other State 40,000		\$40,000.00	\$3,000.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
	Independent study program for students unable to be in person due to illness.						

## Goal 2

**Provide safe and well-maintained facilities with a positive learning environment and instructional practices that are culturally responsive and support the academic, social, emotional, and physical needs of all students.**

### Rationale

For students to succeed both emotionally and academically, the facilities need to be clean and in good condition. This is even more essential as we continue to combat COVID-19 with additional staff, PPE, and equipment to ensure the safety of our students. Students returning to school after the pandemic will need social emotional support including areas of anxiety, fear, and trauma. Students need to be given the opportunity to experience cultures outside their own and use their world language skills to immerse themselves within the culture.

### Expected Annual Measurable Objectives for Goal 2

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
6	Suspension Rate as reported on the California School Dashboard.	3% suspension rate as reported on the 2019 California School Dashboard.	1.8% suspension rate as of January 2022.	2.8% suspension rate as reported by the California School Dashboard.
6	Student Climate Survey	35% of students felt their school was well-maintained and clean as reported on the 2019 student climate survey.	75% of students felt their school was safe and well-maintained as reported by the student climate survey in the fall of 2021.	75% of students feel their school is well-maintained and clean as reported by the student climate survey.
6	Student SEL Survey	82.5% of students surveyed feel well-adjusted and ready for learning as indicated by the 2020 SEL survey.	53.3% of students surveyed in the fall of 2021 feel well-adjusted and ready for learning according to the SEL survey.	85% of students surveyed feel well-adjusted and ready for learning as indicated by the SEL survey.



Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
2	Field Trip Attendance	0% of students attended field trips in 2020-2021.	0% of students have attended field trips as of January 2022. There are field trips planned for later in the year.	85% of students will attend cultural field trips.

### Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.1	<b>Cultural Field Trips</b> Saturday field trips will be offered throughout the year for students to be immersed in the culture and language they are studying.	Year 1	No	Other State 40,000		\$40,000.00	\$0.00
2.2	<b>Character Development Officer</b> CDO for noontime support.	Ongoing	No	LCFF 234,200.00		\$234,200.00	\$0.00
2.3	<b>Chilean Exchange</b> Field trip program with our partner school in Chile.	Year 1 and Year 2	No		Other State 10,000	\$10,000.00	\$0.00
2.4	<b>CDO Professional Development</b> CDO's will receive training for safety and social-emotional strategies.	Ongoing	No		Other State 500	\$500.00	\$0.00
2.5	<b>Custodial</b> Additional custodial staff.	Ongoing	No	LCFF 100,000		\$100,000.00	\$0.00
2.6	<b>Furniture</b> New furniture needed for the school's expansion.	Year 1	No		LCFF 100,000 Other State 200,000	\$300,000.00	\$0.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
2.7	<b>Recess/Lunchtime Assistant</b> Additional staff for recess and lunch times.	Ongoing	No		Other State 30,000	\$30,000.00	\$6,800.00
2.8	<b>Floor Scrubber/Carpet Extractor</b> Floor scrubber/carpet extractor to maintain cleanliness of facilities.	Year 1	No		Other State 7,500	\$7,500.00	\$6,750.00
2.9	<b>Janitorial Supplies</b> Additional janitorial supplies to properly disinfect student areas.	Ongoing	No		Other State 25,000	\$25,000.00	\$0.00
2.10	<b>Ionizers for HVAC units</b> Ionizers for HVAC upgrading for air quality.	Year 1	No		Other State 40,000	\$40,000.00	\$0.00
2.13	<b>Elementary Rugs</b> Area rugs for elementary students.	Year 1	No		Other State 17,500	\$17,500.00	\$2,809.00
2.14	<b>CPI (Crisis Prevention Institute) Training</b> CPI training for administrators and character development officers.	Ongoing	No		Other State 500	\$500.00	\$0.00
2.15	<b>Suicide Prevention Training</b> Suicide prevention training.	Ongoing	No		Other State 2,000	\$2,000.00	\$1,189.00

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report

### Goal 3

Engage all stakeholders in meaningful collaboration and shared decision making, to support student achievement as measured by school climate, student engagement, and academic achievement of all learners.

### Rationale

Our school has always held the belief that all stakeholders are an integral part of a child's education. We strive to ensure all families receive communication about school activities and their child's progress as well as engage families in decision-making throughout the school year. We establish programs specific to our parents to guide them through all aspects of helping their child be successful both academically and socially.

### Expected Annual Measurable Objectives for Goal 3

Priority	Metric	Baseline	Year 1 Mid-Year Progress	Desired Outcome for 2023-24
3	Attendance Rosters from meetings.	8% of families attend engagement opportunities.	In-person parent meetings have not happened so far this school year due to COVID restrictions except for PTO (parent teacher organization) that has met twice virtually this year.	25% of families will attend engagement opportunities.
3	Participation in engagement surveys.	33% of families participated in engagement surveys.	12% of families participated in surveys.	45% of families participated in engagement surveys.

### Actions and Services

Goal/Action	Action Title/Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.1	<b>San Bernardino Latino Family Literacy Project</b> San Bernardino Latino Family Literacy Project (Project and Training)	Ongoing	Yes		Federal 2,500	\$2,500.00	\$0.00
3.2	<b>Love &amp; Logic Parents</b> Parent trainings for Love & Logic	Ongoing	No		Other State 1,500	\$1,500.00	\$0.00

Goal/ Action	Action Title/ Description	Timespan	Contributing	Personnel Expenses	Non-Personnel Expenses	Total Funds	Mid-Year Report
3.3	<b>CABE Project Inspire Parents</b> Parent training with CABE (California Association for Bilingual Education) Project Inspire	Ongoing	Yes		Other State 5,000	\$5,000.00	\$0.00
3.4	<b>Cafecito</b> Monthly parent meeting centered on school updates.	Ongoing	No		Federal 500	\$500.00	\$0.00
3.5	<b>Translator Equipment</b> Translation equipment.	Ongoing	No		Federal 2,000	\$2,000.00	\$0.00
3.6	<b>Parent Materials</b> Materials for parent engagement meetings.	Ongoing	No		Federal 500	\$500.00	\$0.00

AAE 2021-22 School Year								
Grade Level	Capacity	Enrollment	Pending Enrollment	Available Seats	Waiting List	Upcoming Lottery (Sept. 16, 21)	Upcoming Lottery (Feb. 17, 22)	Upcoming Lottery (May 19, 22)
3yr. - TK	25	25	0	0	408	30	33	
K	100	99	0	1	147	14	7	
1	100	100	0	0	92	13	6	
2	100	98	0	2	218	5	17	
3	112	108	0	4	146	10	3	
4	112	111	0	1	178	3	7	
5	112	110	0	2	248	12	9	
6	125	125	0	0	108	10	14	
7	125	123	0	2	130	11	7	
8	125	121	0	4	114	7	7	
9	120	110	0	10	123	4	1	
10	120	110	0	10	52	7	5	
11	120	101	0	19	7	3	2	
12	120	97	0	23	0			
Total	1516	1438	0	78	1971	129	118	0

**NSLA 2021/2022 School Year Enrollment**

Grade Level	Capacity	Current Enrollment	SDC Enrollment	Available Seats	Pending Enrollment Packets	Anticipated Available Seats	Waiting List	22-23 Wait List
TK	25	26		0	0	0	21	0
K	125	124		1	1	0	21	0
1	125	125		0	0	0	25	28
2	100	106		0	0	0	49	25
3	112	110	1	2	2	0	7	49
4	84	99	2	0	0	0	58	7
5	84	92	6	0	0	0	58	58
6	120	122	3	0	0	0	12	58
7	120	109	2	11	0	11	0	19
8	120	83	5	37	1	36	0	1
9	120	67	1	53	1	52	0	8
10								0
<b>Total</b>	<b>1135</b>	<b>1063</b>	<b>20</b>	<b>104</b>	<b>5</b>	<b>99</b>	<b>251</b>	<b>253</b>
<b>Updated as of 1/24/22- AR</b>								

**LCER Board Meetings  
Attendance Log 2021**

	<b>February Regular</b>	<b>March Regular</b>	<b>April Regular</b>	<b>May Regular</b>	<b>June Regular</b>	<b>August Regular</b>	<b>Sept. Regular</b>	<b>Oct Regular</b>	<b>Nov Regular</b>	<b>Dec Regular</b>	<b>TOTAL REGULAR</b>
Kevin Porter	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	100%
David Rib	Present	Present	Present	Present	Present	Present	Present	Present	Present	Present	100%
Jim Morris	Present	Present	Present	Present	Absent	Present	Present	Present	Present	Present	90%
Sharon Page	Present	Present	Absent	Present	Present	Present	Present	Present	Present	Present	90%
Pat Caldwell	Present	Present	Present	Present	Present	Absent	Present	Absent	Present	Present	80%
Torii Gray	Present	Present	Present	Present	Absent	Present	Present	Present	Absent	Present	80%
Jessica Rodriguez	Present	Present	Present	Present	Absent	Present	Present	Present	Absent	Present	80%
Rick Wolf	Present	Present	Absent	Present	Present	Present	Present	Absent	Present	Present	80%
Omari Onyango	Absent	Present	Present	Present	Absent	Present	Absent	Present	Present	Present	70%

	<b>26-Jul</b>	<b>TOTAL SPECIAL</b>

David Rib	Present	100%
Jessica Rodriguez	Present	100%
Pat Caldwell	Present	100%
Omari Onyango	Present	100%
Rick Wolf	Present	100%
Torii Gray	Present	50%
Sharon Page	Present	50%
Kevin Porter	Absent	50%
Jim Morris	Absent	0%