Lewis Center
for Educational Research

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August 7, 2026

San Bernardino County Superintendent of Schools
Superintendent Ted Alejandre
601 North E Street
San Bernardino, CA 92415

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

Dear Superintendent Alejandre:

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

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

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

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

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

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

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

Sincerely,

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

Creating Global Citizens

NORTON SCIENCE AND LANGUAGE ACADEMY

LEWIS CENTER FOR EDUCATIONAL RESEARCH

Creating Global Citizens

CHARTER RENEWAL
July 1, 2027 – June 30, 2032

NORTON SCIENCE AND LANGUAGE ACADEMY
RENEWAL CHARTER PETITION

FOR THE TERM JULY 1, 2027 – JUNE 30, 2032

SUBMITTED TO THE

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS/

BOARD OF EDUCATION

AUGUST 10, 2026

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Affirmations and Declaration

Norton Science and Language Academy ("NSLA" or the "Charter School"), operated by The High Desert 'Partnership in Academic Excellence' Foundation, Incorporated, doing business as the Lewis Center for Educational Research ("LCER"), authorized by the San Bernardino County Board of Education ("SBCBOE"), and overseen by San Bernardino County Superintendent of Schools ("SBCSS") (collectively referred to herein as the "County"), will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

1. The Charter School shall meet all statewide standards and conduct the student assessments required pursuant to Education Code Section 60605, and any other statewide standards authorized in statute or pupil assessments applicable to students in noncharter public schools. [Ref. Education Code Section 47605.6(d)(1)]
2. The High Desert 'Partnership in Academic Excellence' Foundation, Incorporation, doing business as LCER, declares that it shall be deemed the exclusive public-school employer of the employees of NSLA for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605.6(b)(6)]
3. The Charter School shall, on a regular basis, consult with its parents and teachers regarding NSLA's educational programs. [Ref. Education Code Section 47605.6(d)(2)]
4. The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605.6(e)(1)]
5. The Charter School shall admit all students who wish to attend NSLA. If the number of students who wish to attend NSLA exceeds NSLA's capacity, admission, except for existing students of NSLA, shall be determined by a public random drawing. Except as required by Education Code Section 47605.6(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parents or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605.6(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605.6(e)(2)(C). [Ref. Education Code Section 47605.6(e)(2)(A)-(C)]
6. If a student is expelled or leaves NSLA without graduating or completing the school year for any reason, NSLA shall notify the superintendent of the school district of the student's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the student, including report cards or a transcript of grades, and health information. If the student is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this

information to NSLA within 30 days if NSLA demonstrates that the student had been enrolled in NSLA. [Ref. Education Code Section 47605.6(e)(3)]

7. The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Act of 2004 ("IDEA").
8. The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
9. The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
10. The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district [Ref. Education Code Section 47605.6(l)(1)]
11. The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605.6(n)]
12. The Charter School shall adhere to each of the conditions in Education Code Section 47605.6(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605.6(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605.6(e)(4)(A)-(D)]
13. The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
14. The Charter School shall maintain accurate and contemporaneous written records that document all student attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
15. The Charter School shall comply with any applicable jurisdictional limitations to the location of its facilities. [Ref. Education Code Sections 47605.6 and 47605.1]
16. The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
17. The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* ("Brown Act").
18. The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").

19. The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq.* ("CPRA").
20. The Charter School shall comply with Government Code Section 1090, *et seq*., as set forth in Education Code Section 47604.1 ("Section 1090").
21. The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").
22. The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
23. The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Signature_____ Date_____

I. INTRODUCTION

INTRODUCTION - SUCCESSES FROM THE PAST CHARTER TERM

SCHOOLWIDE SUCCESSES AND ACCOMPLISHMENTS
● In 2021, the first Noche de las Estrellas event in the United States was held at our Norton Science and Language Academy where over 1,000 people participated in STEM and multicultural activities. The Lewis Center partnered with NASA Ames Research Center, the Mexican Space Agency (AEM), and Universidad Nacional Autonoma de México (UNAM). NSLA has continued to host this event annually. ● NSLA was recognized as Best Charter School by *Redland Daily Facts* in June 2022. ● NSLA was recognized by the National Association of Special Education Teachers ("NASET") as an Exceptional Charter School in Special Education in each year 2022-2026. In 2026, NSLA was 1 of 71 charter schools to receive this award out of 8,100 charter schools across the Nation. ● In 2024, CharterSAFE, a nonprofit Joint Powers Authority (JPA) serving California charter schools, featured Norton Science and Language Academy (NSLA) in a promotional video recognizing the school as an exemplary California charter school. ● In 2025-26, NSLA's intentional focus on strengthening relationships, student connectedness, and positive school culture was nationally recognized through its designation as a Capturing Kids' Hearts Rising Star School. ● NSLA was awarded a 6-year Western Association of Schools and Colleges ("WASC") accreditation in 2025 to continue through June of 2031. ● In 2023, NSLA was awarded a generous $100,000 grant from the San Manuel Band of Mission Indians. This substantial funding is dedicated to building an extensive Visual and Performing Arts program for secondary students. In Fall of 2024, NSLA launched its Mariachi program because of this funding. ● NSLA has a growing waiting list of nearly 400 students as of July 2026. ● NSLA has more than 150 background-cleared parent volunteers. ● NSLA was selected twice, in 2022 and in 2025, to participate in the ARISS program where NSLA students were given the ability to speak to an astronaut aboard the International Space Station. ● In December 2025, NSLA's significant academic achievement was highlighted by nationally renowned bilingual researcher, Dr. José Medina, in an EdSource article. ● In 2026, PBS selected NSLA and the Goldstone Apple Valley Radio Telescope (GAVRT) program to be featured in Season 3 of Inland Edition, highlighting the unique, "out-of-this-world" STEM learning experiences available to students through the Lewis Center's partnership with NASA/JPL.

PROGRAM SUCCESSES AND ACCOMPLISHMENTS	
Dual Language Immersion, World Language Pathways, English Language Development	Since 2023, NSLA has partnered with Dr. Jose Medina and Educational Solutions to provide high-quality professional development on the C6 Biliteracy Instructional Framework. The Framework provides teachers with research-based strategies and job-embedded coaching focused on the success of multilingual learners, including translanguaging, bridging activities, and language and cultural objectives. NSLA is committed to continuing this partnership as a leader in the Dual Immersion Community. In the 2025-26 school year, we added the AVID Excel program to our AVID program offerings. Excel provides targeted academic and language support for our English Learners. The program focuses on developing students' academic language, confidence, and college and career readiness. The first cohort of students saw tremendous success as evidenced by the number of students who moved up levels or are reclassifying as proficient this year. The 2026 Advanced Placement ("AP") Spanish Language and Culture examination results were exceptionally positive. Of the 14 students who participated, 11 achieved scores of 3 or higher.
STEM Programs	NSLA provides elementary students with engaging opportunities to explore STEM concepts through weekly STEM enrichment classes, designed to foster a curiosity for science, technology, engineering, and mathematics. In addition to these in-class experiences, NSLA has partnered with Think Together, to offer after-school programming. NSLA prioritizes fostering a strong foundation in STEM for its secondary students. We offer a diverse range of courses that equip students with the critical thinking, problem-solving, and technical skills necessary to excel in today's ever-evolving world. Additionally, cross-curricular learning opportunities are in place. Examples include ELA classes incorporating Space Science concepts as part of a science fiction project and high school students teaching 5th grade students computer science. The LCER STEM Education Coordinator supports expanded STEM activities within and after school and reinforces STEM initiatives in elementary enrichment classes. The STEM

	Coordinator's overarching goal is inspiring students towards future STEM careers and providing opportunities for cross-curricular and cross-age teaching. ` In the 2024-25 school year, NSLA was proud to announce the implementation of the inaugural AP Career Kickstart courses in Cybersecurity: AP Networking Fundamentals and AP Cybersecurity Fundamentals. This innovative program, developed by AP, is designed to equip students with the knowledge and skills necessary for successful careers in the rapidly growing field of cybersecurity. NSLA is one of less than 150 schools in the nation participating in this pilot program. Our students will gain hands-on experience, develop critical technical skills, and prepare for industry-recognized certifications. Students who achieve a qualifying score on the AP assessments will be eligible to receive a complimentary voucher for the CompTIA Network+ certification and its corresponding test preparation materials. This initiative aligns with NSLA's commitment to providing students with cutting-edge educational opportunities that prepare them for future success. In 2026-2027, NSLA will transition to the "traditional" high school math sequence of Algebra I, Geometry, Algebra II, Pre-calculus, and Calculus in the 2026-27 school year. Doing so will provide students with a more focused and coherent learning pathway that aligns with the course sequence used by most high schools, colleges, and universities. This structure allows students to develop a deeper understanding of foundational concepts before applying them in subsequent courses as well as making it easier for teachers to identify and address learning gaps. These courses also equip students with the necessary skills for success in calculus and other STEM-related disciplines. Our competitive eSports program continues to provide students with an opportunity to participate in organized gaming leagues sanctioned by the California Interscholastic Federation ("CIF"). This program fosters teamwork, strategic thinking, and healthy competition. NSLA's comprehensive STEM offerings provide students with a strong foundation for success in college and beyond. Through a combination of rigorous academics, competitive spirit, and real-world applications, we cultivate a generation of

	future innovators who are prepared to solve the challenges of tomorrow.
Multi-Tiered System of Supports ("MTSS"), Rocket Lab, Before/After School Interventions, etc.	As part of our Multi-Tiered Systems of Supports, our Elementary students receive Tier 2 and Tier 3 intervention in our Rocket Lab. The Rocket Lab team is composed of 4 Bilingual Paraprofessionals and is led by our Elementary Teacher on Assignment. Each school year, the Rocket Lab completes 3-4 cycles of intervention. Each cycle lasts 8-10 weeks and includes a pre-test, mid, and post-test. After running Tier 1 and Tier 2 interventions in class, teachers work with their grade level team to analyze summative data to identify students who require additional tiered support. For each cycle, the grade level team works in collaboration with the Rocket Lab team to identify the learning target and write a SMART goal for students. The Rocket Lab team uses assessment data to form homogenous groups, based on individual student needs. The Rocket Lab team prides itself in offering research-based, multi-modality instruction which has proven to meet the diverse needs of students served. Data from past cycles indicate that approximately 85% of students receiving Rocket Lab services meet their goal. Students who do not meet their goal will complete an additional intervention cycle at the Tier 3 level. Rocket Lab data is monitored throughout the cycle and reviewed by NSLA's MTSS team at the end of each cycle. Upon reviewing the data, the MTSS team can identify if students require additional support including counseling, behavior supports, or attendance intervention. NSLA also offers intervention courses to support students in their academic journey through middle school and high school. These courses provide targeted instruction and personalized support in key areas such as math, reading, writing, and English language development, empowering students to overcome challenges and achieve their full potential. AVID Advisory Homeroom is a dedicated time designed to support students' academic, social, and emotional growth while helping them develop the skills needed for college, career, and life readiness. During Advisory, students engage in activities such as goal setting, grade checks, organization with AVID binders, collaborative learning, study skills, and relationship

	building with peers and staff. This structured time reinforces schoolwide expectations, promotes student ownership of learning, and ensures every student has a consistent adult advocate on campus. ELD Homeroom is designed to support English Language Learners at the beginning stages of language acquisition. This course provides instruction in essential English language skills, including reading, writing, grammar, speaking, and listening. By developing these foundational skills, students will be better equipped to access grade-level content and achieve academic success.
Advancement Via Individual Determination ("AVID")	In the 2023-24 school year, Norton Science & Language Academy embarked on a transformative journey by introducing the AVID program in middle school. AVID strengthened instructional practices by providing teachers with a structured framework for continuous reflection, collaboration, and refinement of their craft. Through ongoing cycles of planning, implementation, reflection, and improvement, teachers are better equipped to evaluate the effectiveness of their instruction, share best practices with colleagues, and make intentional adjustments that improve student engagement and achievement. Our AVID program expanded to include 9th-grade high school students in the 2024-25 school year and will expand again to include 10th grade students in the 26-27 school year. AVID professional development is being undertaken by our AVID instructors each year, but also by all content teachers to ensure that all our secondary staff are using AVID strategies. The goal is to implement AVID strategies in all grades of both middle and high school during this charter term. The expansion of our AVID program will also include 4th and 5th grades in the 2026-27 school year. Elementary teachers at NSLA have now been trained, and this will help to develop strong organizational, communication, collaboration, and critical thinking skills that serve as the foundation for future academic success at the secondary levels. By becoming an AVID-certified school in Spring 2025, NSLA demonstrated its commitment to providing a comprehensive and effective school-wide program. Our renewed certification in Spring 2026 validated the NSLA's efforts to support student success over the past two years.

	Further evidence of the success brought through NSLA's implementation of AVID can be seen in the accomplishments of students beyond the classroom. In Spring of 2026 two NSLA students were each awarded a $5000 Mass Mutual Foundation Future Smart Scholarship, recognizing their academic achievement, future goals, and the college and career readiness skills fostered through our AVID program. AVID representatives will continue to conduct annual certification meetings and offer ongoing support to ensure that NSLA continues to meet the unique needs of its diverse student population.
Visual and Performing Arts	NSLA partnered with the Think Together Extended Learning Program at the beginning of the 2025-2026 school year. Think Together's program helps us enrich our elementary visual and performing arts program by providing students with additional opportunities to explore creativity through hands-on experiences in art, music, dance, and other enrichment activities beyond the instructional day. This program empowers students to express themselves creatively through a wide range of visual and performing arts platforms. These engaging experiences allow students to develop artistic skills, build confidence, collaborate with peers, and foster a lifelong appreciation for the arts. NSLA is also proud to offer a robust Visual and Performing Arts program at Middle and High School grades that enriches the educational experience of our students. Our program offers a variety of courses, including Mariachi, Vocal Performance, Art and Music Appreciation, which provide students with opportunities to explore their artistic talents, develop critical thinking skills, and cultivate a lifelong appreciation for music. The Mariachi course immerses students in the rich traditions of Mexican music. Through the study of traditional instruments and vocal techniques, students develop a deep understanding of Mariachi music and its cultural significance. This course fosters a sense of cultural pride and prepares students for potential careers in music. The Vocal Performance course focuses on developing students' vocal skills and performance abilities. Students will explore a wide range of musical genres, including pop, rock,

	contemporary, and musical theater. This course not only enhances students' technical skills but also cultivates their artistry and stage presence. The Music Appreciation course provides a comprehensive overview of music history and theory. Students will learn to analyze musical compositions, identify different musical styles, and develop a critical ear. This course fosters a deep appreciation for music and equips students with the knowledge and skills to become informed and discerning listeners. Art introduces students to the fundamental elements and principles of art. Through hands-on projects and exploration of various media, students develop their creative abilities, observational skills, and technical proficiency. This course fosters a lifelong appreciation for art and prepares students for further artistic pursuits.
Athletics	NSLA's athletics program has continued to grow in both participation and competitive achievement. During the 2024–2025 school year, more than 150 students in grades 4–12 participated in athletics, demonstrating the program's expanding role in fostering teamwork, perseverance, leadership, physical wellness, and school pride. The 2024–2025 season included several notable accomplishments. The Varsity Boys Soccer team was named Majestic League Champion, while the Middle School Boys Soccer team finished as a Mountain Valley Christian League finalist. The Varsity Softball team received the Best Sportsmanship Award, reflecting NSLA's commitment to character and respectful competition. Coach Victor Varela was also recognized as Coach of the Year. NSLA continued its competitive success during the 2025–2026 school year. The Varsity Boys Soccer team earned its second consecutive Majestic League Championship, and the Middle School Girls Soccer team advanced to the Mountain Valley Christian League finals. NSLA's leadership within interscholastic athletics has also expanded beyond the school. NSLA's Athletic Director, Devin Sutorius, was elected President of the Inland Coast

	League for Boys Volleyball and Treasurer of the Legacy Conference for all other sports. These leadership positions provide NSLA with an active voice in league governance, athletic programming, and opportunities for student-athletes throughout the region. NSLA's current athletic program's structure and offerings are as follows: **Elementary Athletics (4th & 5th Grades)** **League:** Inland Empire Christian Athletic League **Season Details**: Each sport runs approximately six weeks, introducing students to a variety of sports in a co-ed format. **Sports Offered**: ● Softball (Sept-Oct) ● Cross-Country (Oct-Nov) ● Flag Football (Nov-Dec) ● Soccer (Jan-Feb) ● Basketball (Mar-Apr) ● Track and Field (Apr-May) **Middle School Athletics (6th – 8th Grades)** **League**: Mountain Valley Christian League **Focus**: Building on skills introduced in elementary athletics while preparing athletes for varsity sports. **Sports Offered**: ● Boys/Girls Cross-Country (Fall) ● Co-ed Flag Football (Fall) ● Girls Volleyball (Fall) ● Baseball (Winter) ● Softball (Winter) ● Boys and Girls Soccer (Spring) ● Boys and Girls Basketball (Spring) **High School Athletics (9th – 12th Grades)** **League**: Majestic League **Focus**: Competing at the varsity level while representing NSLA's culture and values. **Sports Offered**: ● Varsity Boys/Girls Cross-Country (Fall) ● Varsity Girls Volleyball (Fall) ● Varsity Boys and Girls Soccer (Winter) ● Varsity Boys and Girls Basketball (Winter) ● Varsity Baseball (Spring) ● Varsity Softball (Spring)

Goldstone Apple Valley Radio Telescope ("GAVRT") Radio Astronomy Project/National Aeronautics and Space Administration ("NASA") Partnership	**GAVRT Partnership and Global STEM Engagement** The Goldstone Apple Valley Radio Telescope program, an educational partnership with NASA's Jet Propulsion Laboratory ("JPL"), has significantly advanced STEM education worldwide. To date, GAVRT has trained over 800 teachers and citizen scientists, reaching more than 50,000 students across 350 schools and informal education institutions in 49 U.S. states, 14 countries, and 3 U.S. territories. This initiative inspires students and educators globally, providing them with opportunities to participate in authentic scientific research and discovery. At NSLA, GAVRT and space science are components of the curriculum for elementary, middle, and high school students. Three periods of elective Space Scientist are offered to our high school students. **Enhancing STEM Opportunities through Grants and Partnerships** Through numerous grants and accolades, GAVRT has expanded STEM opportunities for NSLA students. Highlights include the *NASA in Your Neighborhood* speaker series, participation in NASA competitions, a downlink session with the International Space Station in collaboration with Amateur Radio on the International Space Station, and specialized tours of prominent NASA facilities such as JPL, CalTech, NASA Headquarters, and NASA's Deep Space Network Complex. **Global Outreach: Noche de las Estrellas** NSLA proudly hosts the annual *Noche de las Estrellas* (Night of the Stars) in partnership with NASA scientists, as the only U.S. site to do so, thanks to GAVRT's collaboration with the Agencia Espacial Mexicana (Mexican Space Agency). This international event, celebrated across Mexico and Latin America, brings together scientists, students, and families for an evening of astronomy and cultural exchange. **International Student Exchange Program with Chile** Building on GAVRT's partnership with Chile, NSLA established a student exchange program with Colegio Concepción, creating a bridge between California and Chilean students. This exchange promotes scientific and

	cultural immersion, enriching students from both schools. Since 2019, NSLA's high school *Chile Club* has supported students and staff engaged in this transformative experience, fostering global scientific collaboration and cross-cultural understanding.
LCER Student Ambassadors	The Lewis Center Student Ambassadors are a group of high school students who represent the Lewis Center and its schools at any level necessary, including but not limited to local, state, and federal. Their mission statement is "to advocate for quality education and empower students throughout our school, community, and nation." In addition, Lewis Center Student Ambassadors host and support events for the community, put on school events, and provide tours of the NSLA campus to incoming new families, dignitaries, and special guests. NSLA's Ambassador chapter launched in the 2022-23 school year and has continued to expand. In Spring of 2023 and 2025, the Ambassadors traveled to Washington D.C. where they were invited to present to Space Communication and Navigation (SCaN) Administration at NASA Headquarters regarding the GAVRT program and other STEM education topics. They also met with Representatives Pete Aguilar and Jay Obernolte to discuss current legislative issues. In Spring of 2024 and 2026, they traveled to Sacramento where they met with Assemblyman Lackey, the Charter Schools Development Center ("CSDC"), and current lobbyists to discuss current education issues (special education, charter school law, post-secondary opportunities). In May 2025, NSLA Ambassadors visited NASA's Jet Propulsion Laboratory (JPL) to present on the Goldstone Apple Valley Radio Telescope (GAVRT) program. They delivered an impressive overview of how GAVRT empowers young learners to work alongside NASA scientists, analyze real radio astronomy data, and contribute to cutting-edge space exploration efforts.

INDIVIDUAL AWARDS AND RECOGNITION

- **Student Awards and Recognition:**
  - Poetry Out Loud-
    - NSLA's legacy within the national Poetry Out Loud community continues to grow, representing San Bernardino County at California State Finals for each of the past three years.
    - NSLA Senior, Maximillian Goodly, represented San Bernardino County at the California State Poetry Out Loud competition on March 7-8, 2026. His performances were stellar, and he advanced to the third round as a finalist.
  - Julio Cerroblanco, Class of 2026, was awarded a $140,000 Achievement Award scholarship to the University of Redlands for eSports.
  - Emeli Barcenes-Santos, Class of 2026, was selected by Supervisor Joe Baca to represent the 5th District during the State of the County on September 17th. Emeli was chosen because she exemplifies what it means to be a global citizen. Her success as a dual immersion student, ASB leader, and Club Chile exchange student was highlighted.
  - In Summer 2026, 7th Grade AVID students, Elysa Sandoval and Johnathan Sanchez, were awarded $5,000 scholarships through the Mass Mutual Foundation Future Smart Scholarship Contest. Nationwide, only 60 students are selected to win either a $1,000 or $5,000 scholarship that they can then put towards a 529 College Savings Plan.
  - NSLA students Tiago Muñoz, Soleil Campo, Ronald Gonzalez, Annet Lopez, and Alan Monreal were honored during RIMS AVID Write-Off for their outstanding essays about what a positive community looks like and how having an encouraging community is important to them.
  - In November 2025, five NSLA Ambassadors traveled to Oakland, CA, where they helped facilitate the World Savvy Conference: Education and Workplace in the Age of AI. The students who attended were engaged in high-level discussion with educators, students, and leaders from such companies as Salesforce and aiEDU. This experience was real world education at its core and allowed the participants to participate in meaningful dialogue around an issue that will significantly impact their educational and post-secondary lives.
  - NSLA Journalism students received "Best in SNO (Schools Newspapers Online)" National Awards:
    - NSLA Student and Editor-in-Chief Nicole Jaramillo, 2024
    - SNO Audience Engagement badge for social media posts and views in both the 24-25 school year and the 25-26 school year.
  - NSLA Seniors, Avant Boddie and Leobardo Morales, completed the 10-week KVCR Teen Weeks of Film documentary program in which they filmed a short documentary and earned a $1,000 scholarship. Avant and Leo were also honored with a red carpet, screening, and Q&A event at KVCR studios on Thursday. June 25th, 2026.

- **Staff Awards and Recognition:**
  - NASET Exceptional Charter School in Special Education Award, 2021, 2022,

2023, 2024, 2025, 2026
    - LCER Distinguished Service Award, Angelica Ramos, 2026
    - Mr. Emick, NSLA Yearbook Advisor, completed the Certified Journalism Educator (CJE) mentorship program and presented at the National High School Journalism Convention (NHSJC) hosted by Journalism Education Association (JEA) with a presentation based on students' work entitled "Covering Culture in Your Community" about reporting on local, overlooked arts and entertainment.
    - LCER Distinguished Service Award, Elvira Regalado-Gonzalez, 2025
    - In 2024, NSLA teacher, Raquel Garcia, was highlighted by the Red Cross as the June Volunteer of the Month for the Red Cross Riverside County Chapter. Ms. Garcia serves as a great role model for our Rockets in helping others in need.
    - In 2023, Dr. Lisa Lamb and NSLA were awarded the San Bernardino County Education Medal of Honor in the Excellence in Education category for providing a wealth of educational resources and opportunities to the underserved population of our county.

- **Grants**
    - **CalPress Foundation Grant:** Norton was one of the 14 schools to receive the CalPress Foundation grant in 2026. The grant, which allows a school to receive up to $1,500 in equipment, is awarded to schools with programs doing meaningful work in communities of high need. Norton will now permanently be on the foundation's list of recipients and be part of the most recent winners list announced online.
    - **NASA ROSES grant: Monitoring Solar Activity during Solar Cycle '25:** In January 2024, the GAVRT Solar Patrol campaign was awarded $400,000 to conduct Heliophysics citizen science investigations. A subcontract of $40,000 was awarded to LCER for providing (i) infrastructure support for carrying out solar observations; (ii) support to maintain the remote observing platform, the data pipeline and storage, and access to the online database; (iii) hosting and organizing events for participating schools and other citizen scientists; (iv) overall support for and participation in GAVRT Solar Patrol via contacts within both the local and international LCER/NASA-affiliated community.
    - **San Manuel Band of Mission Indians:** In 2023, NSLA was awarded a $100,000 grant to develop and expand its secondary Visual and Performing Arts program. In Fall of 2024, NSLA launched its Mariachi program as a result of this funding.

EVIDENCE OF MEETING CHARTER RENEWAL CRITERIA

Introduction

Governing Law: Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard ("Dashboard").
In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance based on Dashboard data as compared to state average for all students and for subgroups. The California Department of Education evaluates all charter schools and places them in renewal tracks annually and makes that report available to the public and the CDE released the most recent performance category data file in January 2026. Each of the three tiers, plus the separate category for Dashboard Alternative School status schools, has unique qualifying criteria.

The three performance categories are as follows:

- *High Performing – No grounds for denial based on student achievement data—Education Code Section 47607(c)(2).*
- *Low Performing – The authorizer may only renew a charter, for a two-year term, upon making written factual findings related to a written plan for improvement and clear and convincing evidence of measurable increases in academic achievement or strong postsecondary outcomes using verified data. —Education Code Section 47607.2(a).*
- *Middle Performing – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, with greater weight on performance on academic measurements. —Education Code Section 47607.2(b).*

In accordance with law and the CDE's performance category designations, NSLA merited the middle-performing category. We present evidence below to demonstrate that NSLA has met the renewal criteria for a five-year renewal.

Dashboard Performance Renewal Criteria – Middle Performing

Education Code Section 47607.2(b) states:
(1) For all charter schools for which [high- and low-performing categories] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard].
(2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

(3) The chartering authority may deny a charter renewal pursuant to this subdivision only upon making written findings, setting forth specific facts to support the findings, that the charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of the school, that closure of the charter school is in the best interest pupils and, if applicable pursuant to paragraph (2), that its decision provided greater weight to performance on measurements of academic performance.
(4) For a charter renewed pursuant to this subdivision, the chartering authority shall grant a renewal for a period of five years.

"Measurements of academic performance" are defined in statute as "statewide assessments in the California Assessment of Student Performance and Progress ("CAASPP") system, or any successor system, the English Language Proficiency Assessments for California ("ELPAC"), ***or*** *any successor system, and the college and career readiness indicator." (Education Code Section 47607(c)(3)).*

NSLA Dashboard Performance Indicators (2025)

NSLA is proud to present data to support its Middle renewal category. The 2025 Dashboard demonstrates that the steps taken to improve in areas over the last charter showed significant improvement. The most notable gains were in English Language Arts ("ELA"), Math, and English Language Progress.

Indicator	2024 NSLA	2024 State	2025 NSLA	2025 State
ELA	Yellow	Orange	Yellow	Yellow
Math	Red	Orange	Yellow	Yellow
Science	No color	No color	Green	Yellow
EL Progress	Red	Orange	Green	Yellow
CCI	N/A	Yellow	No color	Green
Suspension Rate	Yellow	Green	Yellow	Green
Chronic Absenteeism	Red	Yellow	Yellow	Yellow
Graduation Rate	N/A	Yellow	No color	Green

Academic Indicator	2024			2025		
	School Status	State Status	Result	School Status	State Status	Result
ELA	-56	-13.2	Lower	-29.4	-8.1	Lower
Math	-102.2	-47.6	Lower	-73.5	-42.4	Lower
Science	N/A	-13.5		47.9	52.6	Lower

EL Progress	23.5%	45.7%	Lower	50.2%	46.4%	Higher
CCI	N/A	45.3%		36.7%	51.7%	Lower

Indicator	Student Group	2024			2025		
		School Status	State Status	Result	School Status	State Status	Result
ELA	**English Learner**	-88.6	-67.6	Lower	-59.6	-59.9	Higher
	SWD	-124.4	-95.6	Lower	-76.7	-89.4	Higher
	SED	-64.9	-40.9	Lower	-35	-35.3	Higher
	Hispanic/Latino	-60.2	-39.3	Lower	-33.7	-33.7	Equal
Math	**English Learner**	-125.9	-93.4	Lower	-94.4	-86.1	Lower
	SWD	-160.4	-124.3	Lower	-104.3	-120.7	Higher
	SED	-112.7	-78.2	Lower	-83.8	-72.9	Lower
	Hispanic/Latino	-105.3	-79.2	Lower	-76.9	-73.6	Lower

ELA shows an overall gain of 26.6 points, with Students with Disabilities ("SWD") increasing 47.7 points and English Learners ("EL") increasing 29 points, each subgroup moving up one level. In 2024, all four reported student groups performed below their statewide comparison groups in ELA. By 2025, EL, SWD, and SED students performed above their statewide comparison groups and Hispanic/Latino students performed at the same level.

Math shows a dramatic improvement, increasing 28.7 points and moving up two performance categories from 2024 to 2025. ELs increased 31.5 points, Hispanic students increased 28.4 points, and Socioeconomically Disadvantaged ("SED") students increased 28.9 points. SWD saw the most significant increase, increasing 56.1 points from 2024 to 2025.

NSLA attributes these substantial academic gains to a coordinated, schoolwide effort to strengthen instructional leadership, collaborative planning, targeted intervention, and student engagement. During the charter term, NSLA administration and teacher leaders received training and support focused on effective instructional leadership and the renewed implementation of Professional Learning Communities ("PLCs"). Grade-level and departmental teams were provided supplemental planning time to analyze student performance, align pacing and instruction, identify standards requiring additional attention, and develop timely responses to students' academic needs. This renewed emphasis on collective responsibility for student learning contributed to greater instructional consistency and a more systematic use of data across the school.

Recognizing mathematics as a significant area of need, NSLA provided focused PLC support to the secondary mathematics department. Teachers collaborated across grade levels and departments to implement best practices, particularly those implemented successfully by the secondary ELA department. PLC teams focused on strengthening curricular alignment, reviewing student work and assessment results, adjusting, and identifying students requiring reteaching or additional support. NSLA also established targeted academic class periods to provide students with additional instructional time, intervention, skill development, and opportunities to recover unfinished learning. These efforts correspond with NSLA's 28.7-point

improvement in mathematics, including particularly significant gains among SWDs, who improved by 56.1 points. To continue to build upon this momentum, NSLA will implement new state-adopted math curriculum across grade levels TK-12 beginning in the 2026-2027 school year.

NSLA also expanded its use of research-informed instructional and student-support practices. AVID strategies were implemented to strengthen academic organization, inquiry, collaboration, and college and career readiness. C6 and Orton-Gillingham provided structured approaches to literacy development and intervention, including explicit, systematic instruction for students requiring additional support. These practices, coupled with increased collaboration among general education, special education, and intervention staff, supported improved access to grade-level instruction. The impact is reflected in ELA gains across all reported student groups, including a 47.7-point increase for SWDs and a 29-point increase for ELs.

In addition, NSLA continued to implement Capturing Kids' Hearts to strengthen relationships, student connectedness, classroom culture, and engagement. Staff professional development emphasized creating safe and supportive learning environments in which students feel known, valued, and academically capable. This relational foundation complemented NSLA's academic initiatives by supporting student participation and readiness to learn.

Together, these strategies represent a comprehensive improvement process. NSLA identified areas of need, strengthened the capacity of its leaders and teachers, protected time for collaborative analysis and planning, provided targeted support to students, and monitored results. The 2025 Dashboard demonstrates meaningful progress from these sustained efforts: ELA improved by 26.6 points, mathematics improved by 28.7 points, English Learner Progress increased from 23.5% to 50.2%, science achieved Green performance, and chronic absenteeism improved from Red to Yellow. While NSLA recognizes that continued growth is needed, particularly in overall mathematics performance and College/Career readiness, the substantial gains demonstrate NSLA's capacity to identify needs, implement effective responses, and improve outcomes for historically underserved student groups.

Suspension Rate

Indicator	2024			2025		
	School Status	State Status	Result	School Status	State Status	Result
Suspension Rate	6.6%	3.2%	Higher	5%	2.9%	Higher

Between 2024 and 2025, the NSLA's suspension rate decreased from 6.6% to 5.0%, representing a 1.6 percentage point reduction (approximately a 24% decrease). Although the suspension rate remains above the state average (2.9% in 2025), the data demonstrates meaningful progress in reducing student suspensions through intentional support and restorative practices.

A key factor contributing to this improvement was the implementation of the Academic Learning Center (ALC). Rather than immediately removing students from the learning environment, the ALC provided an on-campus intervention where students received structured behavioral support

while maintaining access to their academic coursework. Students participated in targeted social-emotional learning lessons through the school's Navigate 360 SEL program, helping them develop self-regulation, conflict resolution, decision-making, and coping skills. The ALC also offered a quiet, supervised environment where students could complete assigned classwork, minimizing the loss of instructional time that often accompanies traditional suspensions.

NSLA continues to strengthen its positive school culture through the implementation of Capturing Kids' Hearts (CKH). CKH practices focused on building trusting relationships between staff and students, creating a sense of belonging, and proactively addressing behavioral concerns before they escalate. These relationship-centered strategies contributed to a more positive campus climate and increased student engagement.

In addition, school staff maintained close communication and collaboration with families to address the underlying needs of students exhibiting behavioral challenges. By partnering with parents and guardians, school personnel were able to develop consistent interventions, provide appropriate support, and reinforce positive behavioral expectations both at school and at home.

While the school's suspension rate remains higher than the state average, the reduction from 6.6% to 5.0% demonstrates that these comprehensive supports, including the Academic Learning Center, Navigate 360 social-emotional learning curriculum, Capturing Kids' Hearts, and strong family partnerships are having a positive impact on student behavior and school climate. To build on this progress, NSLA will continue to strengthen and refine these evidence-based practices.

In the 2025-26 school year, NSLA added a full-time School Resource Officer (SRO) to further enhance campus safety, student support, and positive relationship-building. Feedback from educational partners through the LCAP engagement process, along with an analysis of suspension data, identified the addition of an SRO as a strategy for continued improvement. Together, these actions are intended to further reduce suspension rates, improve school climate, and ensure students remain engaged in a safe, supportive, and academically focused learning environment.

Graduation Rate

Indicator	2024			2025		
	School Status	State Status	Result	School Status	State Status	Result
Graduation Rate	N/A	86.7%	N/A	100%	87.8%	Equal

Although the California School Dashboard does not report a Graduation Rate Indicator for NSLA due to the graduating cohort consisting of fewer than 30 students, the school achieved a 100% graduation rate for its graduating class. Based on California School Dashboard performance criteria, this outcome would have resulted in the blue performance level, the highest level of performance, had the cohort met the minimum reporting threshold.

This exceptional outcome reflects NSLA's intentional, student-centered system of academic monitoring and individualized support. Beginning in ninth grade, each student receives ongoing guidance from teachers, counselors, and administrators who regularly monitor academic progress, graduation requirements, college and career readiness, and postsecondary goals. School staff meet with seniors throughout their high school experience to review transcripts, monitor credit completion, address potential barriers to graduation, and develop individualized plans that keep students on track.

In addition to academic monitoring, students benefit from strong relationships with staff, access to intervention and enrichment opportunities, college and career advising, dual enrollment opportunities, and regular communication with families. This collaborative approach ensures that students receive timely interventions and personalized support whenever academic or personal challenges arise.

NSLA's 100% graduation rate demonstrates the effectiveness of its comprehensive support systems and commitment to ensuring every student is prepared for future success.

Chronic Absenteeism

Indicator	2024			2025		
	School Status	State Status	Result	School Status	State Status	Result
Chronic Absenteeism	23.4%	18.6%	Higher	19.2%	17.1%	Higher

NSLA saw a meaningful decrease in chronic absenteeism between 2024 and 2025. The schoolwide rate declined from 23.4% to 19.2%, representing a 4.2-percentage-point improvement and an approximately 18% reduction in the number of students experiencing chronic absenteeism. Notably, NSLA saw a 20.4-percentage-point decrease among students experiencing homelessness and a 9.6-percentage-point decrease among African American students.

This improvement reflects the implementation of communication, positive reinforcement, and individualized intervention through the Student Attendance Review Team (SART) process. The SART Team worked with students and families regarding attendance patterns and the academic impact of missed instructional time. Staff worked to identify attendance concerns and develop appropriate SART plans to help students improve.

NSLA also implemented incentives that promoted positive attendance habits and celebrated student improvement. Through Capturing Kids' Hearts and other schoolwide culture-building efforts, NSLA also strengthened students' connections with trusted adults and their sense of belonging within the school community.

Although NSLA's chronic absenteeism rate remained 2.1 percentage points above the statewide rate in 2025, the school narrowed the gap from 4.8 percentage points in 2024. NSLA recognizes that continued improvement is necessary and will build upon these systems by strengthening early identification, maintaining timely family outreach, monitoring student-group data, addressing barriers to attendance, and continuing positive recognition. NSLA will also expand its

Attendance Recovery program offerings. The 2025 results demonstrate that NSLA's coordinated and supportive approach is producing meaningful progress.

English Learner Progress

Indicator	2024			2025		
	School Status	State Status	Result	School Status	State Status	Result
English Learner Progress	23.5%	45.7%	Lower	50.2%	46.4%	Higher

NSLA demonstrated significant improvement in the English Learner Progress Indicator (ELPI) between 2024 and 2025. The percentage of English learners making progress toward English language proficiency increased from 23.5% to 50.2%, a gain of 26.7 percentage points. This improvement moved the school's performance from Lower to Higher status on the California School Dashboard, reflecting the effectiveness of targeted supports designed to accelerate English language development.

A primary contributor to this growth was the implementation of AVID Excel in middle school. AVID Excel is specifically designed to support long-term English learners by strengthening academic language, literacy, and college- and career-readiness skills while increasing student engagement and confidence. Through structured academic conversations, writing, collaboration, and organizational strategies, students developed the language skills necessary to access rigorous grade-level content.

At the high school level, NSLA continued to provide dedicated ELD homeroom classes focused on language acquisition, progress monitoring, and individualized support for English learners. In addition, teachers implemented targeted integrated English Language Development (ELD) strategies within English language arts courses, intentionally embedding language objectives alongside content instruction. These strategies provided students with frequent opportunities to practice academic vocabulary, reading, writing, speaking, and listening in meaningful contexts while accessing grade-level standards.

The substantial increase in the English Learner Progress Indicator demonstrates the effectiveness of NSLA's comprehensive approach to supporting multilingual learners. NSLA will continue to expand and refine these evidence-based practices to ensure English learners continue making progress toward English proficiency while achieving academic success across all content areas.

Local Indicators

The following chart reflects NSLA's 2025 Dashboard Local Indicators.

Indicator	
Basics: Teachers, Instructional Materials, Facilities	"Standard Met"
Implementation of Academic Standards	"Standard Met"
Parent and Family Engagement	"Standard Met"
Local Climate Survey	"Standard Met"
Access to a Broad Course of Study	"Standard Met"

NSLA's Review of Annual Progress

NSLA's subgroup data reveals key areas of growth which demonstrate the ongoing commitment to academic success for all students.

Demographic	CAASPP Assessment	Percentage of Proficiency 2023	Percentage of Proficiency 2024	Percentage of Proficiency 2025
Schoolwide	ELA	20%	28%	38%
	Math	14%	15%	24%
Hispanic/Latino	ELA	21%	27%	36%
	Math	15%	14%	22%
White	ELA	82%	71%	74%
	Math	53%	57%	63%
Black/African- American	ELA	16%	24%	50%
	Math	12%	7%	27%
English Learners	ELA	8%	5%	8%
	Math	9%	4%	8%
Socioeconomically Disadvantaged	ELA	20%	25%	36%
	Math	14%	12%	20%
Students with Disabilities	ELA	8%	6%	21%
	Math	8%	5%	18%

***

A charter petition renewed pursuant to Education Code Section 47607.2(b) (middle performing) shall be granted a renewal term of five years. As clearly demonstrated by the evidence above, NSLA meets this renewal criterion and should be granted a renewal term of 5 years.

II. ELEMENT 1: EDUCATIONAL PHILOSOPHY AND PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those pupils whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605.6(b)(5)(A)(i).

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605.6(b)(5)(A)(ii).

If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable to other public high schools. Education Code Section 47605.6(b)(5)(A)(iii)

If the proposed charter school will enroll high school pupils, information as to the manner in which the charter school will inform parents as to whether each individual course offered by the charter school meets college entrance requirements. Courses approved by the University of California or the California State University as satisfying their prerequisites for admission criteria may be considered to meet college entrance requirements for purposes of this clause. Education Code Section 47605.6(b)(5)(A)(iv).

Students that NSLA will Educate

NSLA serves students in transitional kindergarten ("TK") through twelfth grade.

The following table shows current and projected enrollment by grade level for the 2025-26 school year and anticipated future enrollment over the next term of the charter. NSLA is committed to ensuring that its recruitment efforts are ongoing and diversified.

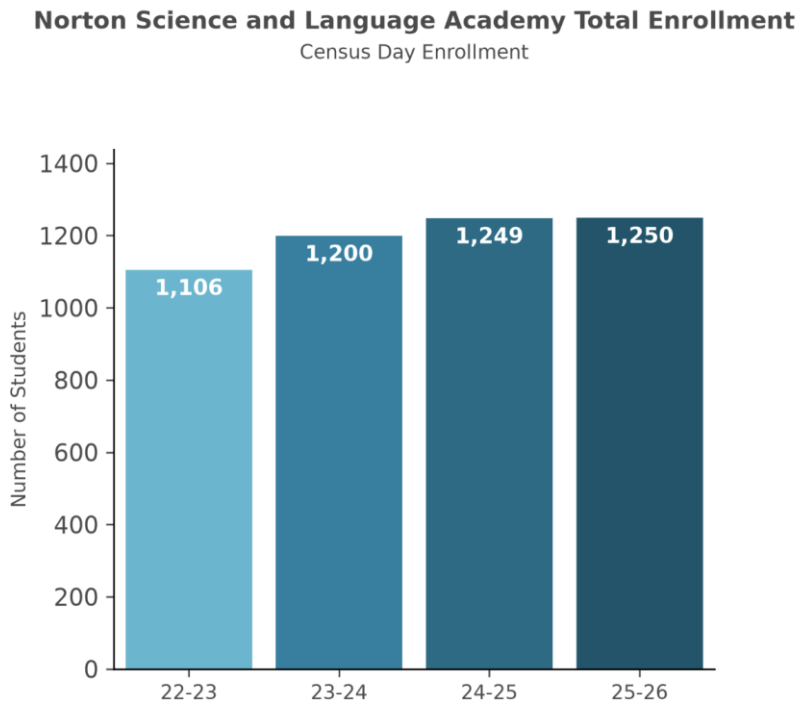
Grade Level	2025-26	Current 2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
TK	48	96	96	96	96	96	96
K	100	100	100	100	100	100	100
1	102	100	100	100	100	100	100
2	102	100	100	100	100	100	100

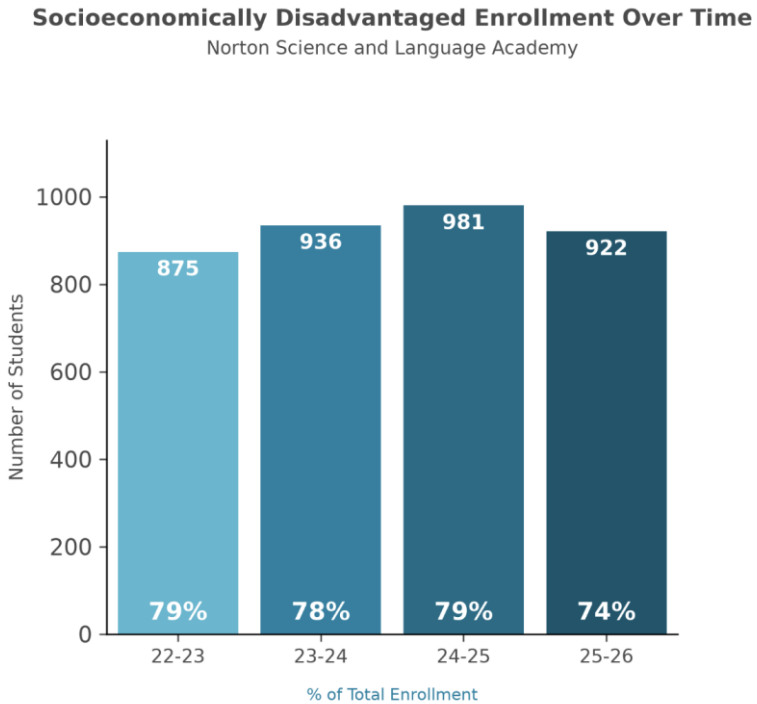
3	95	100	100	100	100	100	100
4	101	100	100	100	100	100	100
5	100	100	100	100	100	100	100
6	122	125	125	125	125	125	125
7	124	120	125	125	125	125	125
8	121	122	123	124	125	125	125
9	91	93	97	100	101	104	107
10	75	82	82	85	86	87	89
11	46	66	70	71	73	74	76
12	28	40	55	59	60	62	64
Total	**1256**	**1344**	**1373**	**1385**	**1391**	**1398**	**1407**

The following chart describes NSLA's enrollment by subgroup for the last four school years.

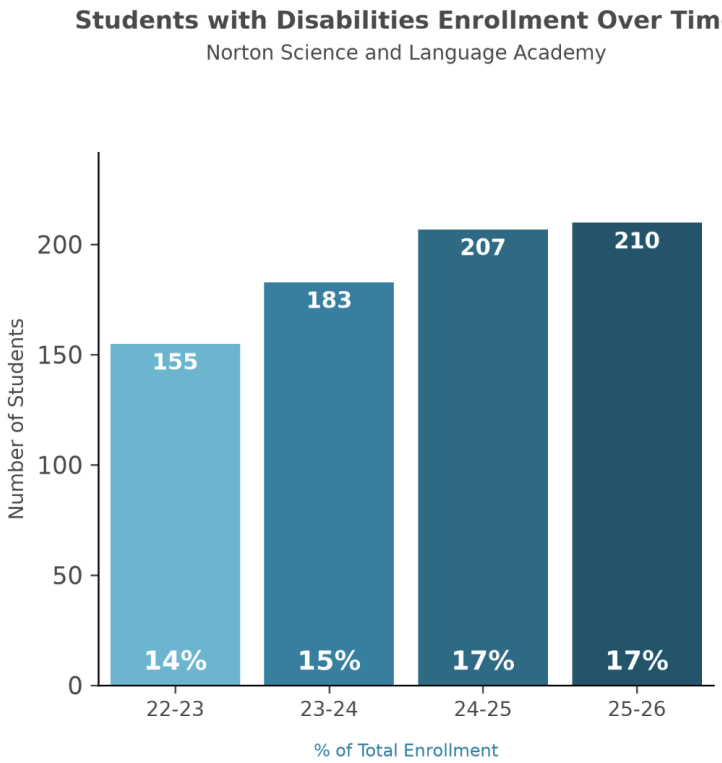
NSLA Percentage of Enrollment by Subgroup				
Subgroup	**2021-22**	**2022-23**	**2023-24**	**2024-25**
English Learners	31.5%	31.8%	31.8%	28.7%
Students with Disabilities	13.1%	14.0%	15.3%	16.6%
Homeless Youth	2.0%	2.4%	3.3%	4.6%
Foster Youth	0.5%	0.1%	0.3%	0.5%
Socioeconomically Disadvantaged	74.5%	79.1%	78.0%	78.5%
African American	5.7%	3.8%	3.4%	3.1%
Asian	0.9%	0.8%	0.8%	0.6%
Hispanic	89.1%	91.0%	92.4%	92.3%
White	3.6%	3.3%	2.4%	2.6%
Two or More Races	0.9%	1.0%	0.8%	1.2%

NSLA Historical Enrollment Data 2022-2026

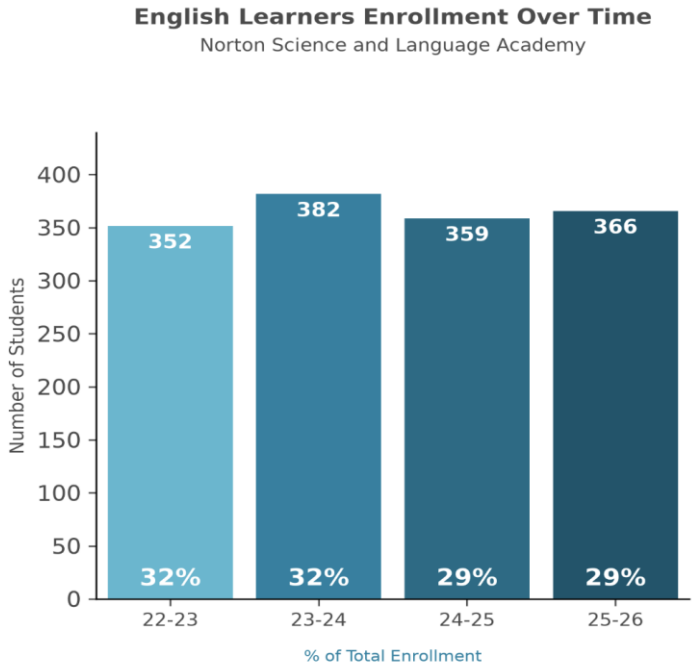




The 4-year average for socioeconomically disadvantaged students enrolled at NSLA is 77.5%. This is above the State average of 60.5%.



The 4-year average for students with disabilities enrolled is 15.75% and continues to rise every year. The State average is 14.2%.



The 4-year average for English Learners enrolled is 30.5%. The State average is 17.75%.

MISSION

NSLA's mission is to ensure learning for a diverse and often underserved student population and to prepare them to be college- and career-ready through our safe, rigorous, bilingual, biliterate, and multicultural education.

VISION

We are a bilingual, biliterate, and multicultural community that achieves the highest academic levels.

EDUCATIONAL PHILOSOPHY

Student Learning Outcomes - Profile of a Graduate

NSLA's Profile of a Graduate was developed through an inclusive, community-centered process guided by World Savvy. Multiple listening sessions brought together students, families, staff, administrators, and community members to identify the knowledge, skills, mindsets, and personal qualities NSLA graduates need to succeed in college, careers, and an increasingly interconnected world. Stakeholder feedback directly shaped the six student learning outcomes, ensuring that the Profile of a Graduate reflects the shared aspirations and educational priorities of the entire NSLA community.

NSLA staff, faculty, parents and students have adopted the following student learning outcomes ("SLO"):

PROFILE OF A GRADUATE

Norton Science and Language Academy

A Lewis Center School

Creating Global Citizens

As Norton Science & Language Academy graduates, we are:

HOPEFUL HUMANS
Who nourish our well-being, adapt to change, and imagine possibilities as we nurture hope, love, and faith in ourselves, peers, and community.

NIMBLE INNOVATORS
Who accept differences, are empathetic and open to others' viewpoints, and advocate for ourselves and others as we collaboratively engage with challenges.

EMPATHETIC COMMUNICATORS
Who actively listen and ask questions, seek to understand diverse perspectives, and foster open and inclusive communication as we willingly engage with others.

GLOBAL CITIZENS
Who communicate across differences, engage with the world and its significant issues, and take informed risks as we make an impact throughout our lives.

ENGAGED LEADERS
Who approach challenges with curiosity, overcome obstacles with perseverance, and empower and support team members, as we engage and reflect locally and globally.

CRITICAL THINKERS
Who seek multiple perspectives, question assumptions, and apply critical thinking as we foster lifelong discovery and an exploration of our roles in the world.



WASC ACCREDITATION

The SLOs are also part of the self-study for accreditation awarded to NSLA by the Western Association of Schools and Colleges, the accrediting body for all California public schools. In March 2025, the WASC visiting team reaffirmed their accreditation through June 2031, awarding NSLA a six-year accreditation with a midterm review.

EDUCATIONAL PROGRAM

NSLA prepares students to be fully educated, contributing citizens of the 21st century, with the knowledge and skills to pursue higher education and/or their career of choice and to be lifelong learners. To accomplish this with its diverse student population, and to increase learning opportunities for all pupils and provide expanded learning experiences, NSLA has implemented the following:

- A nurturing and intellectually stimulating environment for students as they participate in experiential learning aligned with the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), ELD Standards, and remaining State Content Standards (collectively, the "State Standards")
- Opportunities for equal educational access for all students
- A dual language learning model in English and Spanish to become fully bilingual and biliterate
- A world language learning model in English and Spanish in secondary grades. Through a dual enrollment agreement with San Bernardino Valley College, students may also enroll in Mandarin or American Sign Language courses
- Additional elementary enrichment educational opportunities through weekly classes including topics such as physical education and STEM

NSLA and its faculty play an essential role in providing a focused, standards-based curriculum and individualized attention to guarantee that each foundational block of knowledge is mastered. Learning best occurs in small group settings where children are immersed in the subject matter using a variety of pedagogical methods to allow children to learn, implement, and use the knowledge gained through practical application.

NSLA prepares students to be fully educated, contributing citizens of the 21st century, with the knowledge and skills to pursue higher education and/or their career of choice, and to be self-motivated, competent, lifelong learners. An educated person in the 21st century is someone who:

- Has been educated in a nurturing and intellectually stimulating environment as they participate in experiential learning aligned with the State Standards and actively utilize that knowledge in real-world applications. NSLA students participate in a rigorous, yet relevant, curriculum that focuses on applying knowledge, not just being passive recipients of knowledge. This curriculum also features programs to meet the needs of all students, and includes students with special needs, both gifted and at-promise.

- Has been provided with opportunities for equal educational access, no matter their background or educational needs. All students can participate in activities that both remediate and enrich the educational experience.
- Has the opportunity to become fluent and proficient in more than one language. At NSLA, elementary students are enrolled in a dual language immersion program with opportunities to continue dual language in secondary grades.
- Has the opportunity to experience real-life science and technology through partnerships with public and private businesses. The strong partnership with NASA/JPL through the Goldstone Apple Valley Radio Telescope ("GAVRT") program is one example of this. As the secondary program continues to expand, students will become increasingly more involved in data analysis that is collected from current NASA campaigns such as: Juno/Jupiter Quest, Search for Extraterrestrial Intelligence ("SETI"), Black Hole Patrol, and Solar Patrol. Additionally, in line with NASA's vision of global science and engineering collaborations, NSLA has developed a partnership with the native Spanish speaking students in Chile who also are participants in GAVRT. This partnership connects students with premier scientists in a global collaboration initiative and provides exchange opportunities for students from both countries.

The content of NSLA curricula is aligned with the State Standards, and when applicable, with national content standards. In the elementary dual language immersion program, curriculum is provided in both English and Spanish.

NSLA offers a full range of courses including Language Arts, Mathematics, Science, History/Social Studies, Science, Visual and Performing Arts, and Physical Education. High school courses are a-g subject area approved. NSLA courses stress the application of content knowledge to solve real-life problems.

This is accomplished by:

- Focusing on the essential skills of reading, written, and oral communication, mathematics, science, and history in English and Spanish. OBJ
- Emphasizing experiential learning through hands-on projects, oral presentations, and technology integration in core subjects. OBJ
- A focus on information literacy, giving students the tools necessary to access relevant information and apply it to specific situations in English and Spanish. OBJ
- Providing state of the art technology and other resources through educational partners such as: NASA/JPL, Jose Medina Educational Solutions, Capturing Kids Hearts, AVID, World Savvy, and the San Bernardino County Superintendent of Schools.
- Offering research-based designed strategies that provide students with opportunities to implement projects.

Teachers use a rich variety of instructional strategies and classroom activities, from simulations, labs, cooperative learning, and the Socratic Method to guest speakers, manipulatives, Guided Language Acquisition Design ("GLAD") strategies, and role-playing to actively engage students in their learning. Students are immersed daily in a variety of activities that emphasize higher-level thinking skills: presenting information, collaborating with others, applying skills, and thinking critically. Students are provided one-to-one devices and also have plenty of opportunities to use resources other than textbooks in class.

NSLA may use short- and long-term independent study programs, in compliance with Education Code Section 51744, *et seq.*, to meet the diverse needs of students.

DUAL IMMERSION PROGRAM

Norton Science & Language Academy offers a Dual Immersion Program in grades transitional kindergarten ("TK")-5 and World Language Program in grades 6-12. NSLA's goal is for all students to be able to speak, read, and write in Spanish and English in all academic areas after continued attendance in the program for five years.

NSLA's mission and goals reinforce the school's educational philosophy. Per our Profile of a Graduate, students graduating from NSLA will be Hopeful Humans, Nimble Innovators, Empathetic Communicators, Global Citizens, Engaged Leaders, and Critical Thinkers who effectively and positively contribute to their school and community. NSLA maintains high academic and behavioral standards and stresses both academic skills and a broad understanding of content knowledge. A cornerstone of NSLA's philosophy is maintaining and deepening a connectedness between parents, students, and the school.

NSLA verifies its dual language program is research-based and follows the proven guidelines provided by experts in the field (See Appendix A for Dual Immersion Research). *The Dual Immersion Guiding Principles* include the three pillars of Dual Language Immersion: Bilingualism and Biliteracy, Academic Achievement and Sociocultural Competence. Working with Dr. Jose Medina, co-author of *The Guiding Principles of Dual Immersion*, NSLA continues to provide high quality, research-based professional learning opportunities to ensure that teachers are equipped to support multilingual learners in a rigorous learning environment. *The Dual Immersion Guiding Principles* also include the implementation of quality curriculum that is aligned to the State Standards and that provides students with opportunities to access authentic literature in both languages. Instruction and staff quality are both guiding principles that are a continuous focus for NSLA. Through GLAD strategies, quality instruction is ensured, while maintaining compliance regarding teachers' credentialing addresses the need to have quality staff who are native speakers, preferably. Encouraging parent participation and continuing to seek resources and support from the community all work to maintain a quality dual immersion program. Students at NSLA are motivated to have a strong work ethic as well as a sense of empowerment and structure.

NSLA's adjustments to its dual immersion model, including more consistent exposure to both target languages and early literacy instruction in English, will be carefully implemented and monitored. Working with Dr. Jose Medina, our team reviewed school–wide performance data to target instructional areas that needed improvement and modernization. NSLA made three foundational updates to the elementary Dual Immersion program. First, we modified our language allocation plan to increase English instruction in the primary grades (see table below). Previously, NSLA implemented a 90/10 model starting in kindergarten, gradually increasing English instruction over time. However, after conducting a thorough analysis of student performance and literacy outcomes, we have revised our approach to begin the 90/10 model in TK and shift to a 50/50 balance by third grade (See Appendix A).

Extensive research in dual-language education supports the benefits of structured exposure to both target languages, particularly in early literacy development. Studies indicate that explicit reading instruction in English before third grade leads to stronger literacy skills in both languages, preventing gaps that can emerge when students transition into higher grades. (Francis, Lesaux, & August, 2006) (Goldenberg, 2008, 2013). Structured and explicit reading instruction in both the native language and English during the early grades is essential for dual-language learners. This approach fosters robust literacy skills in both languages, ensuring a smoother academic trajectory as students advance through their education by adjusting our model to introduce more English literacy instruction earlier while maintaining strong Spanish immersion, we are aligning with proven methodologies that enhance long-term bilingual proficiency and overall academic success.

Second, elementary teachers and instructional support staff completed Orton Gillingham Training. Orton Gillingham is a multi-sensory approach to teaching reading, writing, and spelling. It is based on the Science of Reading Research. The Orton-Gillingham curriculum will be implemented alongside the Dual Immersion model, offering targeted instruction in phonics, vocabulary, and comprehension, helping all students, including those with reading challenges, thrive in both languages. The curriculum is data-driven, enabling continuous progress monitoring and tailored interventions to ensure all students are making strides in their literacy development. To further bolster our early literacy efforts, NSLA is incorporating the Orton-Gillingham approach, which is renowned for its multi-sensory, structured, and systematic teaching methods. This curriculum is particularly effective for students with reading difficulties but will benefit all students, as it explicitly teaches the following essential literacy components:

- **Phonemic Awareness**: Developing the ability to identify and manipulate sounds in words, laying the foundation for decoding and spelling.
- **Phonics**: Providing systematic instruction on the relationship between letters and sounds.
- **Fluency**: Fostering smooth, accurate, and expressive reading through repeated practice.
- **Vocabulary**: Teaching word meanings in context to support comprehension
- **Comprehension**: Providing strategies for analyzing and understanding texts.

Finally, our elementary team, along with select members of our secondary staff, completed C6 Biliteracy Framework professional development. The Biliteracy Framework, developed by Dr. José Medina and his team, focuses on the implementation of 6 strategies that effectively engage students in our Dual Language setting. NSLA has committed to a 3-year professional learning plan with Dr. Medina Educational Solutions to ensure staff are well equipped to deliver high-quality instruction in a Dual Language setting (See Appendix A). These changes will help improve literacy fundamentals at earlier grade levels, better preparing students for academic success in both target languages. NSLA will closely monitor how these adjustments impact ELA outcomes over the next few years, especially at the elementary levels.

NSLA Dual Immersion Instructional Minutes

Elementary	TK	Kindergarten	1st	2nd	3rd	4th	5th	
	90/10	80 / 20	70 / 30	60 / 40	50 / 50	50 / 50	50 / 50	
	SLA	SLA	SLA	SLA	SLA	SLA	SLA	
	Math	Math	Math	Math	Math T1	Social Studies	Social Studies	
	Social Studies	Social Studies		Social Studies	Social Studies			
					ELA	ELA	ELA	
				Science	Math T2 & T3	Math	Math	
			Science	ELA	Science	Science	Science	
		Science	Social Studies					
	Science							
Middle School		6th	7th	8th	OR	6th	7th	8th
		33 / 66	33 / 66	33 / 66		17 / 83	17 / 83	17 / 83
		SLA Elective	SLA Elective	SLA Elective		Social Studies	Social Studies	Social Studies
		Social Studies	Social Studies	Social Studies		ELA	ELA	ELA
		ELA	ELA	ELA		Math	Math	Math
		Math	Math	Math		Science	Science	Science
		Science	Science	Science		PE	PE	PE
		PE	PE	PE		Elective	Elective	Elective
High School		9th	10th	11th	12th			
		17 / 83	17 / 83	17 / 83	17 / 83			
		Spanish 3	AP Spanish Lang	AP Spanish Lit	Optional Dual Enrollment Language			
		Biology	World History	US History	ELA			
		ELA	ELA	ELA	Econ / Gov			
		Math	Math	Math	Elective			
		PE	Chemistry	Science Elective	Elective			
		Elective	PE	Elective				

INSTRUCTIONAL MINUTES AND SCHOOL CALENDARS

Norton Science and Language Academy is committed to providing a rigorous and comprehensive educational program that meets and exceeds the instructional time requirements

set forth by Education Code Section 47612.5. Our academic calendar and bell schedules ensure that all students receive the appropriate number of instructional minutes, aligned with state mandates, and designed to support student success.

This section outlines NSLA's official school calendar, detailing the number of instructional days and the total minutes for each grade span, demonstrating compliance with state requirements. Additionally, we provide a master schedule and bell schedules to illustrate how instructional time is structured across grade levels, ensuring equitable access to high-quality instruction for all students. By maintaining a well-structured academic schedule, NSLA upholds its commitment to fostering an engaging and effective learning environment.

Calculation of Instructional Minutes and Days

Norton Science and Language Academy Instructional Minutes TK-12th 2026-2027

Grade	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't
TK	141	215	-	-	39	180	180	36,000	37,335	1,335
K	135	335	36	255	9	210	180	36,000	56,295	20,295
1	135	335	36	255	9	210	180	50,400	56,295	5,895
2	135	335	36	255	9	210	180	50,400	56,295	5,895
3	135	335	36	255	9	210	180	50,400	56,295	5,895
4	135	335	36	255	9	210	180	54,000	56,295	2,295
5	135	335	36	255	9	210	180	54,000	56,295	2,295
6	137	390	35	330	8	240	180	54,000	66,900	12,900
7	137	390	35	330	8	240	180	54,000	66,900	12,900
8	137	390	35	330	8	240	180	54,000	66,900	12,900
9	137	390	35	330	8	240	180	64,800	66,900	2,100
10	137	390	35	330	8	240	180	64,800	66,900	2,100
11	137	390	35	330	8	240	180	64,800	66,900	2,100
12	137	390	35	330	8	240	180	64,800	66,900	2,100

Elementary and Secondary Bell Schedules

Bell schedules reflect the instructional minutes calculations above and are posted on the NSLA website and included in the Parent/Student Handbook.

Norton Science and Language Academy

Transitional Kindergarten Bell Schedule 2026 - 2027

Early Release on Wednesdays

Creating Global Citizens

Regular Schedule

Morning (AM) Schedule	
Start Time	8:15am
Lunch	11:55am
Dismissal	12:20pm

Afternoon (PM) Schedule	
Lunch	11:30am
Start Time	11:55am
Dismissal	3:30pm

Wedesday Early Release Schedule

Morning (AM) Wednesday Schedule	
Start Time	8:15am
Lunch	11:20am
Dismissal	11:45am

Afternoon (PM) Wednesday Schedule	
Lunch	10:50 -11:10am
Start Time	11:20am
Dismissal	2:20pm

Norton Science and Language Academy

Elementary Bell Schedule 2026 - 2027
Early Release on Wednesdays

Creating Global Citizens

Daily Schedule / Horario Diariamente — Start Time 8:15 am

	1st Recess / Recreo	Lunch / Amuerzo	2nd Recess / Recreo	Dismissal / Salida
Kinder	9:05 - 9:20	10:30 - 11:00	11:00 - 11:15	2:50
1st Grade	9:10 - 9:25	10:30 - 11:00	11:00 - 11:15	2:50
2nd Grade	9:30 - 9:45	11:05 - 11:35	11:35 - 11:50	2:50
3rd Grade	9:30 - 9:45	11:05 - 11:35	11:35 - 11:50	2:50
4th Grade	9:50 - 10:05	11:40 - 12:10	12:10 - 12:25	2:50
5th Grade	10:10 - 10:25	12:40 - 1:10	1:10 - 1:25	2:50

Wednesday Schedule / Horario del miércoles — Start Time 8:15 am

	1st Recess / Recreo	Lunch / Amuerzo	2nd Recess / Recreo	Dismissal / Salida
Kinder	9:05 - 9:20	10:30 - 11:00	11:00 - 11:15	1:30
1st Grade	9:10 - 9:25	10:30 - 11:00	11:00 - 11:15	1:30
2nd Grade	9:30 - 9:45	11:05 - 11:35	11:35 - 11:50	1:30
3rd Grade	9:30 - 9:45	11:05 - 11:35	11:35 - 11:50	1:30
4th Grade	9:50 - 10:05	11:40 - 12:10	12:10 - 12:25	1:30
5th Grade	10:10 - 10:25	12:40 - 1:10	1:00 - 1:15	1:30

Minimum Day Schedule — Start Time 8:15 am

	1st Recess / Recreo	Lunch / Amuerzo	Dismissal / Salida
Kinder	9:00 - 9:15	10:00 - 10:30	12:30
1st Grade	9:00 - 9:15	10:00 - 10:30	12:30
2nd Grade	9:20 - 9:35	10:40 - 11:10	12:30

Horario de dia minimo — Start Time 8:15 am

	1st Recess / Recreo	Lunch / Amuerzo	Dismissal / Salida
3rd Grade	9:20 - 9:35	10:40 - 11:10	12:30
4th Grade	9:40 - 9:55	11:15 - 11:45	12:30
5th Grade	10:00 - 10:15	12:00 - 12:30	12:30

rev. 5/26/2026

Norton Science & Language Academy

Secondary Bell Schedule 2026 - 2027
Early Release on Wednesdays

Creating Global Citizens

	Monday / Tuesday	Wednesday	Thursday / Friday
1	8:30 - 9:25 (55 min.)	8:30 - 9:15 (45 min.)	8:30 - 9:25 (55 min.)
2	9:30 - 10:25 (55 min.)	9:20 - 10:05 (45 min.)	9:30 - 10:25 (55 min.)
3	10:30 - 11:25 (55 min.)	10:10 - 10:55 (45 min.)	10:30 - 11:25 (55 min.)
4	11:30 - 12:25 (55 min.)	11:00 - 11:45 (45 min.)	11:30 - 12:25 (55 min.)
Middle School	Lunch 12:25 - 12:55 30 min Passing 12:55 - 1:00 5 min HR 1:00 - 1:30 30 min	Lunch 11:45 - 12:15 30 min Passing 12:15 - 12:20 5 min HR 12:20 - 12:50 30 min	Lunch 12:25 - 12:55 30 min Passing 12:55 - 1:00 5 min HR 1:00 - 1:30 30 min
High School	Passing 12:25 - 12:30 5 min HR 12:30 - 1:00 30 min Lunch 1:00 - 1:30 30 min	Passing 11:45 - 11:50 5 min HR 11:50 - 12:20 30 min Lunch 12:20 - 12:50 30 min	Passing 12:25 - 12:30 5 min HR 12:30 - 1:00 30 min Lunch 1:00 - 1:30 30 min
5	1:35 - 2:30 (55 min.)	12:55 - 1:40 (45 min.)	1:35 - 2:30 (55 min.)
6	2:35 - 3:30 (55 min.)	1:45 - 2:30 (45 min.)	2:35 - 3:30 (55 min.)

Minimum Day Schedule

Per. 1	2	3	4	5	6	Lunch
8:30 - 9:10	9:15 - 9:50	9:55 - 10:30	10:35 - 11:10	11:15 - 11:50	11:55 - 12:30	12:35 - 1:05

6/16/2025

EARLY LITERACY PROGRAMS

The shift to using the Orton Gillingham curriculum in early grades is a research-based move to build foundational literacy skills in English. Orton-Gillingham is well-regarded for its multi-sensory, structured, and systematic instruction, which directly supports the development of foundational literacy skills in early learners. This curriculum helps students, especially those with reading difficulties, by explicitly teaching phonemic awareness, phonics, fluency, vocabulary, and comprehension in a way that builds a strong foundation for reading success. Expanding an emphasis on English Language instruction to all elementary grade levels and ensuring that students have consistent exposure to reading and writing in both target languages across subjects will likely yield further improvements in ELA proficiency.

Focus on Teacher Support and Professional Development: To further boost ELA proficiency, NSLA will continue its focus on teacher development. Providing ongoing professional development that equips new and veteran teachers with strategies for differentiated instruction, early literacy, and effective language support is crucial, especially as the dual immersion model is adjusted. Professional development to support the adopted curricula will be provided as well as ongoing training for best instructional practices such as GLAD, C6 Biliteracy Framework, AVID, and Capturing Kids Hearts.

Data-Driven Instruction and Regular Assessment: NSLA has demonstrated the effectiveness of data-driven instruction in its gains. Continuing regular assessments and data reviews in Professional Learning Communities ("PLCs") will ensure that the staff can quickly identify trends, strengths, and weaknesses in its ELA programs. Adjusting instruction in real time based on data will maximize progress. Instructional staff will administer regular formative and summative assessments and use those results to differentiate instruction within the classroom and provide additional Tiers 2 or 3 support to students who need it. Assessments that will be used to diagnose students' progress in ELA include i-Ready, Developmental Reading Assessment ("DRA3"), Benchmark exams, interim CAASPP assessments, and teacher created assessments. NSLA implements a reading screener, as required by law.

HIGH SCHOOL PROGRAMS

All courses offered in NSLA's high school program are designed to meet or exceed California state high school graduation requirements (applicable to traditional public schools). To ensure seamless transferability to other public high schools, we provide a detailed Course Catalog outlining course equivalencies on the school website. AP courses are rigorously reviewed and approved by the College Board. Additionally, we submit courses to the University of California ("UC") system for inclusion in the "a-g" Course List. The Course Catalog also identifies courses eligible to meet college entrance requirements. For information on transferring credits to other schools, please refer to the NSLA Parent-Student Handbook, which is available online and provided during the registration process.

NSLA will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.

NSLA is committed to ensuring that every student has access to financial aid opportunities for postsecondary education. Students receive guidance regarding completing the FAFSA and/or California Dream Act Application through multiple avenues beginning in ninth grade and every year of high school thereafter. These avenues include AVID elective classes, AVID advisory homerooms, parent workshops offered outside of school hours, and individual appointments with the school academic counselor as needed. By providing these varied opportunities, we help students and families navigate the financial aid process with confidence and increase access to post-secondary education.

CURRICULUM AND INSTRUCTIONAL DESIGN – HOW LEARNING BEST OCCURS

Standards Based Content
Curriculum

NSLA Curriculum List		
Subject/Course	**Grade(s)**	**Curriculum**
Social and Emotional Development, Physical, Language and Cognitive Development	TK	Frog Street Pre-K Studies Weekly Early Learning
English Language Arts Spanish Language Arts ("SLA")	TK-5	Benchmark Universe: Benchmark Advance for ELA and Benchmark Adelante for SLA
Mathematics	TK-5	Paradigm Math
Science	TK-5	Twig Science (Imagine Learning)
Social Studies	K-5	Studies Weekly
English Language Arts	6-8	Study Sync (McGraw-Hill)
Spanish Language Arts	6-8	Encuentros Levels 1-4, En Espanol, Perspectivas (Vista Higher Learning)
Mathematics	6-8	Paradigm Math
Science	6-8	Activate Learning-IQWST
Social Studies: English and Spanish	6-8	Cengage Learning: National Geographic Social Studies for Middle School Studies Weekly
English Language Development	6-8	AVID Excel
Health	7, 9	Positive Prevention Plus
English Language Arts	9-12	Teacher-created curricula: Novel Studies aligned with the Common Core State Standards
Mathematics	9-12	California Reveal Mathematics (McGraw-Hill) Pre-Calculus: McGraw Hill Pre-Calculus Consumer Math: Ramsey Business Math
Science	9-12	Earth and Space Science (National Geographic/Cengage) Inspire Biology (McGraw Hill) World of Chemistry (National Geographic/Cengage)
Social Studies	9-12	World History, American Pageant American Government (Savvas) High School Economics (Ramsey Education)

Spanish	9-12	Encuentros Levels 1-4, Temas, Senderos 1-4 (Vista Higher Learning)
Visual and Performing Arts	9-12	Teacher-created curricula aligned to California Visual and Performing Arts Framework
Physical Education	6-12	Teacher-created curricula aligned to California PE Framework
Social Emotional Learning	TK-12	Navigate 360
English Language Development	9-12	Designated ELD: Various resources including Newsela and AVID

Secondary Master Schedule



effective 7/22/26

2026/2027 NSLA Master Schedule

Teacher	Room	Period 0	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Homeroom
Abu-Awad, Mona	E-108		Prep	8th Math	8th Math Honors	8th Math	8th Math	8th Math	8th
Albrecht, Timothy	F-101		Space Scientist	Chemistry	Space Scientist	Chemistry	Space Scientist	Chemistry	10th
Alverson, Lori	F-100		Biology	Biology	Prep	Biology	Chemistry	Biology	9th
Andrade, Carolina	E-110		6th Math	6th Math	Prep	6th Math	6th Math	6th Math	6th
Arana, Sergio	E-102	MS Cadet Corps	HS Cadet Corps	6th Social Studies	6th Social Studies	Prep	6th Social Studies	7th Social Studies	**7th Reserves**
Bradberry, Steve	E-202		Prep	MS Math	MS Social Studies	MS Science	MS English	Curriculm Support	
Chavez Plaza, Elia	E-207		Prep	Spanish II	Spanish IV	Spanish III	Spanish III	AP Spanish Lit	9th
Cox, Donald	E-204		Prep	US History	Econ/AP Gov	US History	Econ/ Gov	AP US History	11th
Crowder, Devon	Gym		Prep	HS PE	HS PE	HS PE	HS PE	HS PE	7th
Crowe, Diana	E-104		Excel 1	6th Spanish SS	6th Spanish SS	Prep	7th Social Studies	7th Spanish SS	**HS ELD Level 1**
Deininger, Stephanie	E-101		8th Science	8th Science	8th Science	Prep	8th Science	AVID 8	6th
Emick, Thomas	E-214		AP Literature	World Lit	Journalism	Prep	ERWC	ERWC	**Journalism HR**
Ewing, Connor	E-206		World History	Prep	World History	World History Honors	World History	Credit Recovery	10th
Garcia, Raquel	E-112		6th English	6th English	6th English	HS Yearbook	Prep	6th English	**HS Yearbook HR**
Hernandez, Jose	E-205		HS Spanish II	HS Spanish I	HS Spanish II	HS Spanish II	Prep	HS ASB	**MS ASB & YB**
Jimenez, Czarina	D-104		Mariachi 6	Prep	HS Music Production	Modern Band	Mariachi 7/8	HS Mariachi	**12th**
Johnson, Mallorie	E-107		7th English	7th English Honors	7th English	7th English	Prep	Excel 3	7th
Lara, Marco	E-106		7th Math	7th Math	Prep	7th Math	7th Math Honors	7th Math	8th
Licata, Warren	E-210		Prep	Algebera II Honors	Algebra II	Pre Calc Honors	AP Calculus	Algebra II	11th
Llamas, Kimberly	E-111		8th English	Prep	8th English	8th English	8th English Honors	AVID 10	**Elementary**
Maldonado, Melissa	E-212		World Literature	Intro to Lit Honors	Intro to Literature	Excel 2	Intro to Literature	Intro to Literature	9th
Martinez, Crystal	Gym		MS Dance	Prep	MS PE	MS PE	MS PE	MS PE	7th
Mendez, Angelica	E-103		6th Spanish Lang Arts	Spanish 1B	7th Spanish Lang Arts	Spanish 1A	Prep	8th Spanish Lang Arts	6th
Ortega, Holly	E-209		AVID 9 / Ethnic Studies	8th Social Studies	Prep	AVID 9 / Ethnic Studies	AVID 9/ Ethnic Studies	AVID 9 / Ethnic Studies	**HS ELD Level 3**
Pantaleon, Racquel	E-100		7th Science	Prep	7th Science	AVID 7	7th Science	7th Science	7th
Powell, John	D-103		Art I/II/III	Art I / II / III	Art I / II / III	Art I / II / III	MS Art	Prep	9th
Quiel, Christopher	Gym		MS PE	MS PE	MS PE	MS PE	MS PE	Prep	8th
Remigio, Rodolfo	E-109		8th Social Studies	7th Social Studies	8th Spanish SS	8th Spanish SS	Prep	8th Social Studies	8th
Riethle, Ryan	E-105		AVID 6	Prep	6th Science	6th Science	6th Science	6th Science	6th
Ruiz, Daniel	E-201		Algebra I	Prep	eSports	AP Cybersecurity	Algebra I	Computer Science	**eSports Club**
Scassera, Christina	E-010			MS Math			MS English		
Tellyer, David	E-203		AP Literature	ERWC 12	Prep	Creative Writing	World Literature Honors	World Literature	**HS ELD Level 2**
Toubal, Merzak	E-211		Geometry	Geometry Honors	Algebra I Honors	Algebra I	Prep	Geometry	10th
Wagenhoffer, Kendrah	E-208		HS Social Studies	HS English	HS Science	HS English	HS Math	Prep	
			Honors	**AP**	Prep	AVID/Excel			

Annual Goals and Actions in the State Priorities

NSLA's Local Control and Accountability Plan ("LCAP"), located on the school website, provides a reasonably comprehensive description of NSLA's annual goals and actions in the state priorities, schoolwide and for all numerically significant student subgroups, pursuant to Education Code Section 47605.6(b)(5)(A)(ii).

PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW/HIGH ACHIEVING

NSLA has implemented the Professional Learning Communities philosophy. Through this approach, the instructional staff strategically and regularly monitor student achievement and progress. By giving regular assessments and analyzing data, teacher teams can determine which students are academically low or high achieving. Assessments used to monitor progress are:

- Teacher-made formative mini-assessments
- Unit and/or end of study assessments both formative and summative
- Informal assessments for progress monitoring
- Benchmark assessments quarterly or tri-annually
- End of semester teacher-made final exams, summative
- Norm-referenced diagnostic assessments tri-annually
- CAASPP Interim Assessments, formative for ELA and Math

Teachers review these results in the PLC, at grade levels, and individually to align instruction based on the needs of students. Elementary grades build in common instructional time to collaborate across the grade level while also differentiating within the classroom. Elementary intervention is supported through the implementation of the Rocket Lab where students receive both Tier 2 and Tier 3 interventions in reading and math.

In secondary grades, differentiated instruction takes place within the classroom and in targeted classes for math and English Language Arts. At the middle school level, students who need more intensive instruction in math, have multiple opportunities for additional support such as math intervention electives, homerooms, or tutoring. This program is flexible as students make progress towards their goals. AVID is currently offered in grades 4-10 and will be expanding schoolwide over the next few school years.

High school teachers differentiate instruction to meet students' needs within the classroom, homeroom intervention, and after-school tutoring. Several Honors/AP courses are also offered at the high school level.

PLAN FOR ENGLISH LEARNERS

During the enrollment process at NSLA, parents complete the Home Language Survey, as required by the State of California upon a student's initial enrollment in a California public school, to determine if a language other than English is spoken in the student's home. If the student has previously attended a California public school, their language acquisition status will be verified through the California Longitudinal Student Achievement Data System ("CALPADS").

If any of the responses on the Home Language Survey state there is another language other than English in the home, students may be classified as an English Learner and will be given an initial assessment of English proficiency through the English Language Proficiency Assessments for California, within the first 30 days of enrollment. Subsequently, EL students will annually be given the summative ELPAC assessment until redesignated as fluent English proficient ("RFEP"). RFEP students' academic progress will be monitored throughout the period of their enrollment at NSLA.

NSLA will comply with all applicable legal requirements, including Senate Bill 75 and Education Code Sections 48985 and 52164, regarding home to school communication and the completion of an annual census. Education Code Section 48985 applies if fifteen (15) percent or more of students enrolled at NSLA speak a single primary language other than English, as determined from census data submitted to the California Department of Education. As of the 2025-26 school year, NSLA's EL population is 29.3%.

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

  The ELPAC IA is used to identify students as either an English Learner, or as Initial Fluent in English. The IA is administered only once during a student's time in the California public school system, within the first 30 days of the student's enrollment. The IA is given to students in grades K–12 whose primary language is not English to determine their English Language proficiency status.

- Summative Assessment ("SA")

  ELs will take the SA annually between February 1st and before May 31st, until they are reclassified as Fluent English Proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as Fluent English Proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In Kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2nd grade will continue to be administered as a paper-pencil test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows during the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the Home Language Survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for

English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

NSLA will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

Reclassification Procedures

Reclassification is the process by which a student is reclassified from an English Learner to Fluent English Proficient. In the spring of each school year, the school site receives proficiency level reports from the ELPAC summative administration. If a student receives an overall proficiency level of 4, reclassification will be considered. Additional evidence will be reviewed before making a final decision for reclassification. Evidence may include achievement of a performance level of a 3 or 4 on the CAASPP, proficiency on site-based benchmark assessments in English Language Arts, at grade level or above performance on i-Ready Reading Diagnostic, at grade level or above result on the DRA3, teacher feedback on student performance, and parent input.

Reclassification procedures utilize multiple criteria in determining whether to classify a student as proficient in English including, but not limited to, all the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the student's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the student to evaluate the student's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the student's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient students of the same age that demonstrate to others that the student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English.

Students with disabilities may be redesignated as fluent English proficient using the same above criteria and may also include measures from the student's Individualized Education Program ("IEP") to determine English language proficiency. If the IEP team (consisting of parent/guardian, teachers, administrators, Education Specialist) decide that a student's disability is impacting the results of the ELPAC assessment, the team will use current levels of performance to reclassify a

student as fluent English proficient.

Strategies & Supports for English Learners

NSLA refers to California's ELA/ELD Framework when considering curriculum adoption and professional development to ensure all students receive equitable, high-quality instruction to meet their diverse needs. Both the Common Core State Standards for ELA and the ELD Standards are integrated when planning instruction, assessment, and program development. NSLA supports and encourages biliteracy, providing a biliteracy pathway in high school to achieve the State Seal of Biliteracy.

NSLA offers ELs a Structured English Immersion Program. Students receive core curriculum instruction in English supported by the ELA/ELD California Framework. NSLA's adopted ELA curriculum provides rigorous, integrated reading, writing, speaking, and listening instruction enabling all students to master content through a balanced literacy approach. In 2023, NSLA partnered with Dr. Jose Medina and Educational solutions to provide high-quality professional development on the C6 Biliteracy Instructional Framework. The Framework provided teachers with research-based strategies and job embedded coaching focused on the success of multilingual learners, including translanguaging, bridging activities, and language and cultural objectives. In addition, during the 2025-26 school year, NSLA implemented AVID Excel courses as the designated ELD classes for all EL's enrolled in our 6th, 7th, and 8th grades. AVID Excel is specifically designed to support long-term English learners by strengthening academic language, literacy, and college- and career-readiness skills while increasing student engagement and confidence. Through structured academic conversations, writing, collaboration, and organizational strategies, students developed the language skills necessary to access rigorous grade-level content.

EL students with disabilities implement the adopted ELA curriculum which is made accessible through gradual steps towards more complex texts and grade-level meaningful practice. Integrated ELD instructional strategies and progress monitoring are provided in each lesson. This specialized ELA curriculum aligns itself with the ELA curriculum in the mainstream classroom so that if a student needed to move at a faster rate, they could seamlessly assimilate into a mainstream classroom.

Monitoring and Evaluation of Program Effectiveness

NSLA uses multiple measures to monitor progress of its EL population. Within the classroom, teachers use formative assessment measures such as observations, collaboration, and checks for understanding to determine continued instruction or the need for intervention. Schoolwide, LCER's Coordinator of Assessment & Programs monitors the following assessments for progress:

- CAASPP Smarter Balanced Assessments for ELA and Math; California Science Test
- ELPAC Initial and Summative assessments
- i-Ready diagnostic growth for ELA and Math
- Summative Benchmark assessments
- Diagnostic assessments for English Language Development
- Diagnostic assessment for Spanish Language Development

Once available, results from these assessments are reviewed and disaggregated through the school's Student Information System. Student progress is monitored by administrators and educators. Decisions are made through the Professional Learning Community regarding instruction and professional development based on these results.

All students receive targeted phonics instruction in the early grades within the normal classroom day. This phonics instruction is based on the Orton-Gillingham research-based program which has proven to benefit all students. The key components provided through this program allow students access to building fluency, making connections between their native language and English, and read the same content as their peers. If a student continues to show lack of progress in reading, they will be referred for Tier 2 Intervention to receive intensive and intentional instruction in small groups. Secondary students may also attend after school tutoring or be placed in an intervention or support class period to receive more targeted instruction.

Students who have been reclassified as Fluent English Learner, will continue to be monitored for four years, as required by law, to ensure adequate progress is being made and that reclassification was appropriate. Progress will be determined through teacher feedback, on-site benchmark assessments, universal screener, Smarter Balanced scores, grades, and parent feedback. If a student is not making adequate progress, a plan will be put in place through the Student Success Team ("SST") process. Some actions that may take place are Tier 2 Intervention, after school tutoring, intervention class period, small group instruction, or differentiated instruction with supports for ELs in place.

NSLA evaluates the effectiveness of its education program for ELs through an on-going process. Through engagement with administration, classroom teachers, Education Specialists, students, and parents/guardians, the school is provided information to assist in making future decisions such as programs and curriculum. Data is provided at these engagement opportunities including the California Dashboard, CAASPP, site benchmarks, progress monitoring, ELPAC, reclassification numbers, student feedback, and parent/guardian feedback, to allow teams to identify the needs of our EL students and assist in creating an action plan that will help close the gap.

PLAN FOR SPECIAL EDUCATION

NSLA, for purposes of providing special education services, is an independent local educational agency. NSLA will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the IDEA, Section 504, the ADA, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR"). The educational program developed and implemented will include a continuum of educational services to meet state and federal statutory guidelines in providing a Free Appropriate Public Education ("FAPE"). Special education teachers are well qualified and possess the credentials required to meet the needs of their students.

NSLA's Special Education program includes two separate, but collaborative, programs for Resource Specialist Program and Intensive Specialized Academic Instruction for grades TK-12. Added collaboration between general education and special education teachers has also been established and is regularly monitored.

NSLA has established policies and procedures, including the development of an intervention team to assist with students who require assessment(s) for special education and may qualify for special education services. Through the Multi-Tiered System of Support process, students needing additional academic support are referred to the intervention team.

NSLA recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment and pledges to work in cooperation with the SBCSS to ensure that FAPE is provided to all students with exceptional needs.

As an independent LEA, NSLA is a member of the Desert Mountain Special Education Local Plan Area ("D/M SELPA") pursuant to Education Code Section 47641(a). A change in LEA status or SELPA membership shall not require a material revision of this charter. As noted above, NSLA has partnered with the D/M SELPA, where a variety of services are provided. These services include staff development, parental support through the Community Advisory Committee ("CAC"), compliance oversight, legal support services, financial management services, etc (See Appendix B).

As an independent LEA, NSLA will be solely responsible for providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413. NSLA will provide special education services for students enrolled in the program to the extent required by law. NSLA reserves the right to contract with agencies and vendors when appropriate to secure special education services, including administrative support services.

Per federal law, all students with disabilities will be fully integrated into the programs of NSLA, with the necessary materials, services, and equipment to support their learning. NSLA will ensure that any student with a disability attending NSLA is properly identified, assessed and provided with necessary services and supports.

NSLA will meet all the requirements mandated within a student's Individualized Education Program. NSLA will seek to include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEP. However, if the student's needs as documented on the IEP require a program other than inclusion, NSLA will work with D/M SELPA to provide an appropriate placement and services.

NSLA will work with D/M SELPA to make time and facilities available to meet the needs of the student's IEP. NSLA will actively participate in all aspects of the IEP to enable the student to be successful, including the appropriate educational supports and services.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to NSLA. NSLA will encourage open communication between the parents and NSLA.

To comply with Child Find requirements as specified by law, NSLA has established a referral and assessment process that brings together the parent/guardian, student, and school personnel to

address any problems that interfere with a student's success at NSLA. This process will entail search and serve, a Student Success Team, referral, assessment and IEP review.

Search and Serve

Through the Multi-Tiered System of Support and the Student Success Team processes, students are continually evaluated to determine appropriate educational needs. No assessment or evaluation will be used for admission purposes. Through collaboration within NSLA's Professional Learning Community, NSLA will work to identify any students who do not currently have an IEP but may be in need of a pre-referral intervention plan. Faculty will then convene the Student Success Team for that student.

Students possibly in need of special education are screened from available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program.

For students who are identified as needing interventions, an SST composed of the student, the student's parent or guardian, the Principal or designee, and NSLA faculty member will be responsible for identifying the student's needs and developing a plan to enable that student to be successful, including, but not limited to, the appropriate individual tutoring schedule, classroom modifications, strategies and techniques to enhance that student's ability to be successful. If the SST finds that the pre-intervention plan is not sufficient to meet the student's needs, they will recommend that student for a formal special education assessment. NSLA may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate.

Parents will be informed that special education and related services are provided at no cost to them.

Interim and Initial Placements of New Charter School Students

NSLA shall comply with Education Code Section 56325 with regard to students transferring into the school within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in NSLA from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the school shall provide the pupil FAPE, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time NSLA shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into NSLA from a district operated program under the same special education local plan area of NSLA within the same academic year, the school shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and NSLA agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to NSLA with an IEP from outside of California during the same academic year, the school shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until NSLA conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the school, and develops a new IEP, if appropriate that is consistent with federal and state law.

Referral for Assessment

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and demonstrate potential signs of needing special education and related services. NSLA's internal method for referral for assessment is described above under "Search and Serve." The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such referrals will be responded to in writing by NSLA within 15 days. Parents will be informed via the Director of Student Support Services or designee that special education and related services are provided at no cost to them.

The parent will receive a written Assessment Plan within 15 days. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment.

Assessment

The School Psychologist or designee will be responsible for gathering all pertinent information. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but not limited to:

- Individual testing
- Teacher observations
- Interviews
- Review of school records, reports, and work samples
- Parent input

NSLA follows the following assessment guidelines:

- Parents or guardians of any student referred for assessment must give their written consent for NSLA to administer the assessment
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment
- The student must be evaluated in all areas related to their suspected disability
- Assessments must be conducted by a person with knowledge of the student's suspected disability and administered by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments. Individually

administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory
- Assessments will be delivered in the student's primary language, and a qualified interpreter will be provided if needed
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the areas of suspected disability

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's need for special education. NSLA is responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Development and Implementation of IEP

Every student who is assessed by NSLA will have an IEP that documents assessment results and eligibility determination for special education services.

NSLA ensures that all aspects of the IEP and school site implementation are maintained. NSLA provides modifications and accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher. NSLA students who have IEPs will be served in the Least Restrictive Environment ("LRE").

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team must include all the following members:

The parent or guardian of the student for whom the IEP was developed:

- The student, if appropriate
- LEA representative
- At least one special education teacher
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results

Others familiar with the student may be invited as needed. NSLA views the parent as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. NSLA will provide an

interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, NSLA will ensure the parent's participation using other methods, such as conferencing by telephone or meeting at the parent's home.

A copy of the IEP will be given to the parent in accordance with state laws and D/M SELPA policies. Upon the parent or guardian's written consent, the IEP will be implemented by NSLA.

The IEP will include all required components and be written on D/M SELPA forms.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance
- The rationale for placement decisions
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered
- Measurable annual goals and short-term objectives focusing on the student's current level of performance
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided
- Accommodations necessary to measure the academic achievement and functional performance of the student on state and pertinent grade level assessments
- For students 16 years of age and older, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals

IEP meetings are held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress
- After the student has received a formal assessment or reassessment
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request)
- When an Individual Transition Plan is ("ITP") required at the appropriate age
- When NSLA seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of the student's disability

IEP Review

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting the student's needs. In accordance with IDEA regulations, the IEP team will also

conduct a formal review of the IEP once every three years, in which the student is reassessed, and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to NSLA. Once the request is received, NSLA will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Unless otherwise specified on the student's IEP, parents will be informed three times a year (which is the same frequency as progress is reported to all students and parents) of the student's progress toward meeting annual goals and whether the student is expected to meet the student's annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated that the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal. NSLA organizes monthly IEP days in which due IEPs are coordinated and conducted on a set schedule.

Staffing

NSLA is committed to assuring all IEPs are properly implemented, and all students requiring services are adequately addressed.

NSLA currently employs nine full-time teachers who possess the Special Education Credential and authorizations appropriate for their assignment. Additionally, NSLA currently employs a School Psychologist, Socio-Emotional Counselor, two Speech Therapists, Speech and Language Pathologist Assistant, and Transitional Coordinator who provide services as outlined in the IEP. Together with the Principal and the Director of Student Support Services, these staff members are the primary representatives tasked with assuring that all aspects of the IEP and 504 plans are properly implemented. All teaching staff at NSLA will also be involved in assuring that all IEPs and 504 plans are properly implemented.

The Director of Student Support Services or designee have duties that include:

- Ensure that all aspects of the IEP are followed
- Ensure that all required members of the IEP team are in attendance
- Communicate with parents about progress made toward attaining the goals stated on the student's IEP, and inform them of due process procedures and rights
- Consult at least quarterly with the principal or designee to ensure that the objectives and goals of students with IEPs are being met
- Complete the requisite paperwork, updating and filing of necessary information for initial referrals, triennial evaluations, ongoing monitoring of student progress, and appropriate provision of any/all test modifications as stipulated in the IEP
- Maintain a central file with all special education evaluation material and IEPs in accordance with FERPA and IDEA guidelines
- Provide a report of student progress on the same schedule as students in general education

Reporting

NSLA collects and maintains the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions
- The basis of exit from NSLA of students with disabilities (i.e. attainment of diploma and type, declassified, moved, etc.)

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the NSLA Principal/School Psychologist or designee. The Director of Student Support Services will ensure that a central file with all special education evaluation material and IEP's is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The Director of Student Support Services or Principal/School Psychologist or designee will oversee access to these records and will be responsible for ensuring that all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

Procedural Safeguards

Parents or guardians of students with IEPs at NSLA must give written consent for the evaluation and placement of their child, be included in the decision-making process when change in placement is under consideration, and be invited, along with teachers, to conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents will be acknowledged by NSLA within five days, after which a meeting between the parent and the school will be scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

NSLA will provide the parent with a written Notice of Procedural Safeguards, which will include information on the procedure to initiate both formal and informal dispute resolutions, at least once per year. NSLA will utilize the Notice of Procedural Safeguards used by the D/M SELPA.

Dispute Resolution

If a parent/guardian files a request for a due process hearing or request for mediation, NSLA shall work together with D/M SELPA to defend the case. If legal representation is needed, NSLA will partner with D/M SELPA. Since NSLA continues to operate as an LEA in a SELPA other than SBCSS, NSLA reserves the right to make alternate arrangements for legal representation in and resolution of legal disputes pertaining to special education.

Complaint Procedures

Parents or guardians also have the right to file a complaint with D/M SELPA and/or California State Department of Education if they believe that NSLA has violated federal or state laws or regulations governing special education.

Funding

NSLA understands that it shall be subject to the allocation plan of the SELPA.

Special Education Strategies for Instruction and Services

NSLA will comply with the federal mandate of the "least restrictive environment", meaning that NSLA will make every attempt to educate special education students along with their non-disabled peers. NSLA will mainstream all its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program. Each student's IEP requires different kinds of modifications for instruction and services; therefore, the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of NSLA. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

Professional Development for Special Education Department Staff

The President/CEO, Principal, regular and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by the SBCSS or D/M SELPA.

NSLA also intends to seek professional development opportunities for staff through potential trainings facilitated by other local County Offices of Education, charter school associations, colleges and universities, and private companies or agencies.

Section 504 of the Rehabilitation Act

NSLA shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of NSLA shall be accessible for all students with disabilities in accordance with the ADA.

NSLA recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A 504 team will be assembled by the Principal/School Counselor or designee and shall include the parent/guardian, the student, a qualified staff member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives FAPE. In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by NSLA's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The principal will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that the teacher reviews the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

All students served under Section 504 will be afforded all of their due process rights. These rights include:

1. The right to be informed by the Charter School of specific due process rights
2. The right for the child to have access to equal academic and nonacademic school activities
3. The right for the child to have an appropriate education in the least restrictive setting, which includes accommodations, modifications, and related services
4. The right to notice regarding referral, evaluation, and placement
5. The right for the child to have a fair evaluation, and placement
6. The right to an administrative appeals process
7. The right to examine and obtain copies of all school records

Services for Students under the IDEA

NSLA functions as a local educational agency for purposes of providing special education instruction and related services under the IDEA pursuant to Education Code Section 47641(a). NSLA pledges full compliance with IDEA. NSLA partners with the D/M SELPA (Appendix H).

Assistive Technology Devices

On a case-by-case basis, pursuant to federal law, NSLA will provide the use of charter school-purchased assistive technology devices in a student's home or in other settings if the student's IEP team determines that the student needs access to those devices in order to receive a free appropriate public education. NSLA will comply with Education Code Section 56040.3 if such a student ceases to be enrolled at NSLA.

Hospitalized Students with Temporary Disability

A student with a temporary disability, who is in a hospital or other residential health facility, excluding a state hospital, located outside of the school district in which the student's parent or guardian reside, shall be deemed to have complied with the residency requirements for school attendance in the school district where the hospital is located.

NSLA may continue to enroll a student with a temporary disability who is receiving individual instruction in a hospital or other residential health facility. Such a student may only be counted for purposes of computing average daily attendance for days on which the student is receiving individual instruction in a hospital or other residential facility, not to exceed five days per week.

PLAN FOR MEETING THE NEEDS OF STUDENT SUBGROUPS

Socioeconomically Disadvantaged ("SED") students will be identified primarily using an approved Free and Reduced Meal Application and will include children who are eligible for free and reduced-priced meals under the Richard B. Russell National School Lunch Act. Once identified, students will be monitored through LCER's finance officer to ensure students receive appropriate monetary reductions for meals and any other school activities. NSLA's counseling

department will work with outside agencies and NSLA to procure any necessary school supplies. The assessment department will monitor academic progress and work with teachers to help students receive any additional academic support needed.

NSLA's Counseling Department is the identified Homeless/Foster student liaison. Students identified during the registration process as being homeless, at risk for homelessness, or foster youth are referred to the School Counselor. Enrolled students who are identified by staff as being homeless or at risk for becoming homeless will also be referred to the School Counselor. The School Counselor provides a variety of services including individual counseling, ensuring free/reduced lunch applications are completed, and ensuring students have access to necessary supplies to be successful at school through school supply donations and uniform assistance.

III. ELEMENTS 2 AND 3: MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in student academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605.6(b)(5)(B).

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605.6(b)(5)(C).

Pursuant to Education Code Sections 47605.6(b)(5)(A)(ii) and 47605.6(b)(5)(B), a reasonably comprehensive description of the NSLA's annual goals, actions, and outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the NSLA's LCAP.

NSLA shall annually update and develop the LCAP in accordance with Education Code Section 47605.5 and shall use the LCAP template adopted by the State Board of Education. NSLA reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. NSLA shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. NSLA shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by LCER at the school site.

MEASURABLE STUDENT OUTCOMES

NSLA's mission is to ensure learning for a diverse and often underserved population of students who will be college and career-ready as a result of the safe and rigorous bilingual, biliterate, and multicultural education.

To meet this mission, NSLA will:

- Improve student proficiency in core subject areas (English language arts, mathematics, science, and social studies) by implementing targeted instructional strategies, providing differentiated support, and fostering a culture of high expectations and academic excellence across all grade levels (TK-12).

- Expand and enhance dual language immersion and global language programs across all grade levels (TK-12) to promote bilingualism, biliteracy, and cross-cultural competence among students. This includes increasing language proficiency, providing professional development for educators, and fostering partnerships with cultural institutions and language communities to enrich language learning experiences.

- Foster a welcoming and inclusive school culture that celebrates diversity, promotes equity, and ensures all students feel valued, respected, and supported. This includes implementing initiatives to increase cultural competency among staff and students, promoting social-emotional learning, and enhancing opportunities for community engagement and collaboration to create a positive and supportive learning environment for all TK-12 students.

- Implement comprehensive strategies to ensure a safe and secure learning environment for all TK- 12 students. This includes enhancing campus security measures, providing training on conflict resolution and restorative practices, and promoting positive behavior interventions to foster a culture of respect, responsibility, and accountability throughout the school community.

ACADEMIC ACHIEVEMENT

The results from the administration of the CAASPP will render standard met and standard exceeded rates for students in grades three (3) through eight (8), and also eleven (11). Each year's data will serve as a baseline reference for future years. NSLA will expect to see a positive growth target to be determined by NSLA's PLC. The aforementioned goals are expected to be met with the school wide implementation of the PLC and Multi-Tiered System of Supports models. These proven processes not only work to ensure that staff pedagogy is continually improved and refined, but also focus multiple resources around identified student needs (see the CA Dashboard).

METHOD(S) OF ASSESSMENT

- Statewide Assessments
    - Smarter Balanced Summative Assessments
    - California Physical Fitness Test ("PFT") (grades 5, 7, and 9)
    - California Science Test ("CAST") (grades 5, 8, and high school)
    - ELPAC
- Nationally Normed Assessments
    - AP examinations
    - Armed Services Vocational Aptitude Battery ("ASVAB")
    - Preliminary Scholastic Assessment Test ("PSAT")
    - Scholastic Assessment Test ("SAT")
    - American College Test ("ACT")
- School Site Diagnostic and Formative Assessments, such as:
    - i-Ready for Math and Reading
    - Las Links ELD and SLD
    - Developmental Reading Assessment
    - Phonemic Awareness Inventory

    - Smarter Balanced Interim Assessments
- Teacher Created Assessments
- Informal Formative Assessments
- Data analyzed through Student Information System

See Appendix A for the NSLA School Assessment Calendar.

USE AND REPORTING OF DATA

NSLA is a Professional Learning Community ("PLC"). Following the PLC process, data is not only gathered but is the foundation from which the academic program is continually improved to better meet student needs. With this said, the bell schedule itself, which governs each school day has been designed around the need for professional collaboration, disaggregation of student data and formulating specific interventions. Currently, all NSLA teachers have a weekly early release day for the purpose of professional development, collaboration, and planning. The ongoing PLC collaborative process is generally as follows: a teaching team plans instruction, designs a common assessment, analyzes results, groups students based on need, and implements intervention tied to a specific skill during designated intervention time. These intervention times vary based on grade level. Students who do not adequately respond to the prescribed intervention may be referred to the NSLA MTSS Team through the prescribed referral process. This team consists of the Site Administration, Counseling Department, and Student Services Department.

On a macro level, summative data from the CAASPP, CAST, AP, SAT, ACT, and PSAT is collected and analyzed by the LCER Assessment Department and made available to identify trends. NSLA also currently partners with Parsec Education to support the analysis and interpretation of student performance data, helping staff translate findings into meaningful action. This data is used to evaluate program effectiveness and student growth. Through this analysis, schoolwide improvement goals are established to support NSLA's continued pursuit of excellence.

Within the classroom, teachers use a variety of assessment tools to inform their instruction. Daily, teachers use classroom observations, exit tickets, journals, or other informal measures to determine whether students are meeting the lesson objectives. If the majority did not meet expectations, then the teacher would deliver the lesson again in a different manner to give students the opportunity to be successful. If only a small majority of students do not meet the learning objectives, teachers will use differentiated instruction to meet those needs. This can be in the form of small group with the teacher or online curriculum support of the specific skills identified. Differentiated instruction allows teachers to move forward with their lessons and still meet the needs of all students.

Teachers use norm-referenced assessment tools such as i-Ready to monitor math and reading progress. Teachers begin the year with a baseline diagnostic then assess three more times within the school year. Data from this helps to determine whether students are progressing towards their goals and whether the curriculum and instruction is effective. i-Ready also provides targeted lessons based on achievement level and helps facilitate small group instruction. Additionally, i-Ready provides the school site with data to make evidence-based decisions.

State testing data through CAASPP provides teachers with a baseline for the coming school year, giving teachers knowledge of where the student is at in meeting Common Core State Standards,

identifying areas in need of intervention or areas in need of accelerated learning. During PLC at the beginning of the school year, teachers review this information with their grade level or department. This data facilitates lesson planning, allowing teachers to know, for example, what prior instruction may need to take place before beginning on the grade level State Standards. Throughout the year, teachers in grades 3 and up, will take at least two CAASPP Interim exams for formative measures which again are analyzed in the PLC. Interim exams are further used by teachers to measure learning progress on a single standard target and to inform instruction.

Advanced Placement exam results are reviewed in the same manner as CAASPP. All AP teachers meet with the Assessment Coordinator at the beginning of the school year to review and analyze AP results. With these results, the disaggregated data showing performance by topic, is reviewed and teachers adjust their lesson plans to increase focus on the weaker areas of performance. AP results are also used for planning for AP teachers and future AP course offerings.

Primary grade level teachers implement a variety of assessments to monitor reading progress. Transitional Kindergarten, Kindergarten, and 1st grade teachers administer a battery of reading foundational assessments at the beginning of the year to determine phonemic awareness, phonic knowledge, and spelling ability. These results assist in lesson planning for both whole-group and differentiated instruction. These exams are administered throughout the school year to monitor progress and inform targeted instruction in both reading and spelling. The Developmental Reading Assessment is administered in grades TK-2 each trimester to measure a student's reading level, comprehension, fluency, and accuracy. Results from this exam inform instruction for differentiation to target student needs. Primary teachers also use classroom observations and quick formative checks for understanding when planning instruction. All these assessments provide the school administration with the evidence necessary for annual school wide planning and long-term planning for early literacy.

Annual ELPAC assessments inform the school about the academic progress of its English Learner population and facilitates evidence-based decisions regarding programs and professional development to benefit EL students. ELPAC summative results, in combination with CAASPP, on-site benchmarks, and teacher observations, help to determine the reclassification of its English Learners.

Annually, the LCER Assessment Coordinator and administrative staff will review the validity of assessments used to make evidence-based decisions. Comparisons between assessment results and grades, inform curriculum, instruction, professional development, and overall program decisions for NSLA.

IV. ELEMENT 4: FACILITIES

Governing Law: The location of each charter school facility that the petitioner proposes to operate." Education Code Section 47605.6(b)(5)(D)

"The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." Education Code Section 47605.6(h)

NSLA is located at 230 S. Waterman Ave in San Bernardino. The campus is located on 16 acres of land owned jointly by the City of San Bernardino ("City") and County of San Bernardino. The NSLA campus is secured under a 50-year lease agreement between 230 S. Waterman LLC and the City and County of San Bernardino and guaranteed by Lewis Center for Educational Research. The lease term is April 21, 2020 - April 21, 2070. There is an automatic renewal term of 20 years at fair market value rent. This lease extension term is April 22, 2070 - April 21, 2090 (See Appendix C).

NSLA's campus facility includes 13 permanent structures of which 11 structures house 57 classrooms, 2 science labs, administrative offices, student counseling and support services, staff workroom, library, mission control, health office, conference rooms, and IT. The Multipurpose Room serves as a cafeteria with food services kitchen, office, and restroom, with 2 visual performing arts classrooms, indoor and outdoor stage, staff lunchroom with staff restroom, student restrooms, and an outdoor dining area. The gymnasium houses athletic and PE offices, locker/team rooms, CIF regulation basketball/volleyball courts, student store, and restrooms. There are two elementary school playgrounds, an elementary play field with outdoor basketball court, a middle/high school athletic field, 2 outdoor middle/high school basketball courts, two age-appropriate outdoor fitness areas, and central quad. For safety, the campus has exterior and interior fencing, a security kiosk, and comprehensive camera and PA systems.

NSLA is beginning the early stage of planning for approximately 7,500 square foot permanent structure. This new structure is slated to house 6 classrooms, 1 science lab, 1 art lab, restrooms, 1 office, IT and maintenance space. We are projecting the project to run $5,000,000 and begin building in the Summer/Fall of 2027 with an estimated 6-month construction schedule.

Facilities and grounds are maintained by the LCER Facilities Team.

V. ELEMENT 5: GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605.6(b)(5)(E).

GOVERNANCE

NSLA is governed and operated by the Board of Directors of The High Desert "Partnership in Academic Excellence" Foundation, Incorporated, a California nonprofit public benefit corporation, pursuant to California law and doing business as the Lewis Center for Educational Research. LCER operates two charter schools, Academy for Academic Excellence ("AAE") and Norton Science and Language Academy, as well as local and global programs such as the GAVRT Radio Astronomy Program with NASA/JPL.

The LCER Board's major roles and responsibilities include establishing and approving all school policies, approving NSLA's annual budget and overseeing fiscal affairs, developing the strategic plan, and selecting and evaluating the LCER President/CEO. The Board receives annual training on the Brown Act, ethics, its legal obligations, and its roles and responsibilities regarding its schools. The LCER President/CEO evaluates and reviews the work of the NSLA Principal and other LCER Executive Team members. The LCER Board holds meetings in accordance with Brown Act and Education Code Section 47604.1(c).

LCER has established a financial subordination for each of its schools– AAE which is authorized by Apple Valley Unified School District and NSLA which is authorized by San Bernardino County Board of Education. This financial subordination indicates that each school will be charged a maximum of 12.5% of their LCFF and unrestricted lottery revenue to cover all necessary back office and administrative oversight, identified as LCER administrative support. This oversight fee will be charged at the end of each fiscal year on June 30th, once CDE releases the annual LCFF Snapshot for each school and all subsequent expenses are accounted for. It is recognized that 12.5% is below charter school industry standard, but it is a goal of the LCER Executive Team to keep as much funding in the classroom as possible. A full description of the services provided is listed in the Management Services Agreement (See Appendix D).

LCER has two (2) limited liability companies ("LLC") to account for each of its schools' debt and liabilities associated with their operation. Each LLC secures the debt and liability associated with one school and removes the other school, LCER, and chartering authority from any risk associated with the debt and liability incurred. NSLA debt is accounted for in 230 South Waterman Avenue LLC and as such, is responsible for all monthly debt payments earned through rent payments from NSLA.

LCER has adopted a Conflict of Interest Code that complies with the Political Reform Act and complies with Government Code Section 1090, as set forth in Education Code Section 47604.1. LCER's governance practices are detailed in Board Policy 9270: Board Bylaws and the LCER Conflict of Interest Code provided in (See Appendix E).

LCER BOARD COMPOSITION

The LCER Board is composed of not less than five (5) or more than nine (9) members unless changed by an amendment to the Bylaws. LCER makes every effort to balance membership between the AAE and NSLA communities. Any Director appointed to the Board must reside in San Bernardino County and have an interest in education and charter school governance. One Director position with no residence requirement shall be reserved for an individual who brings exceptional skills, background, affiliations, or expertise in an area specific to the LCER mission. Up to four (4) Board members may be a parent of a child currently enrolled in AAE or NSLA. One (1) Board member may be a representative of the Apple Valley Unified School District, and one (1) Board member may be a representative of the SBCBOE, in accordance with Education Code Section 47604(c). NSLA is governed pursuant to the LCER bylaws See Appendix E).

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 48604.2(b)(4).

Directors of the LCER Board represent the community in which the LCER and its programs operate. As such, they demonstrate high moral character and integrity. Directors are nominated by members of the Board and are approved by a majority vote of the Board at the annual December Board Meeting. Directors shall be elected to a three (3) year term and may serve two (2) consecutive three (3) year terms at the pleasure of the Board. A director may be re-elected after a one (1) year term on the Board. Members of the LCER Board may not be employed or compensated by the AAE, NSLA, or LCER other than normal reimbursement for meals or lodging associated with a scheduled meeting of the Board away from the principal offices. LCER maintains insurance policies for general liability and board errors and omissions.

The role of the Board is to govern and establish policy. The role of the President/CEO is to manage the staff and operations of the organization. The President/CEO is the sole direct-report employee of the Board. The Board works collegially with staff and other board members toward achievement of the strategic plan goals.

At the time of this petition submission, the members of the LCER Board are as follows:

- Yolanda Carlos, Chairman
    - Pacific Oaks College
- Amber Hom, Director
    - Mitsubishi Cement Company
- Steven Levin, Secretary
    - Jet Propulsion Laboratory
- Michael Razo
    - San Bernardino Unified School District, Retired
- Marisol Sanchez Alvarez, Vice Chairman
    - Sanchez Enterprises dba McDonald's
    - AAE Parent
- Patrick Schlosser, Director

    - Apple Valley Unified School District
- Lucy Tello, Director
    - NSLA Parent

See Appendix E for a table which illustrates LCER Board members' knowledge, skills, and experience that meet the areas of expertise desired for service on the board.

PARENTS' ROLE IN GOVERNANCE

Parents are an important component of LCER's governance process. Administration actively works to include parental representation and input in governance. Parents can serve as LCER Board members and have access to the LCER Board to address concerns publicly at each Board meeting. Parents have an opportunity to serve on the School Site Council, which is composed of parent members, classroom teachers, principal, classified school personnel, and student representatives.

Parents of students are invited to complete family surveys throughout the school year to provide LCER/NSLA administration with feedback. NSLA administrators use these results as important input in the ongoing operational and policy-making activities of the Lewis Center Board and NSLA. All parents are encouraged to attend regularly scheduled open-forum meetings [Cafecito, Parent Teacher Organization ("PTO"), Family Voices Series, English Learner Advisory Committee ("ELAC")] and have access to appropriate staff representatives to assure successful communication among parents, students, and NSLA. Parents and students are given access to the NSLA Parent-Student Handbook, which establishes procedures and guidelines for the means and methods of engagement among staff, parents and students and which must be read and acknowledged by both parent and student.

VI. ELEMENT 6: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605.6(b)(5)(F).

LCER recruits professional, effective, and qualified personnel to serve in administrative, instructional, instructional support, and non-instructional support capacities. LCER believes that all employees play a key role in creating a successful learning environment and fulfilling the school's mission. To attract qualified candidates, LCER posts vacancies on EdJoin and social media, attends job and career fairs, partners with local universities, and participates in community events. LCER also benefits from employee and community referrals, which continue to be among its most effective recruitment strategies. LCER will continue to use these and other strategies to recruit qualified employees who are committed to NSLA's mission and students.

Offers of employment are extended contingent upon successful completion of current fingerprinting and background report to include clearance through the Department of Justice and Federal Bureau of Investigation. Further, at least three references are a prerequisite for all candidates for employment.

Additionally, all individuals employed, and volunteers who have frequent or prolonged contact with students, must submit a certificate showing that within the last 60 days the person has submitted a tuberculosis risk assessment and if tuberculosis risk factors were identified, has been examined by a physician, nurse practitioner, registered nurse or local health department and has been found to be free of infectious tuberculosis, as required by Education Code Section 49406.

QUALIFICATIONS OF SCHOOL EMPLOYEES

President/Chief Executive Officer

Qualifications

- Master's degree in education, school administration, business/leadership or related field from an accredited four-year university
- Five years of full-time administrative, executive or other related experience such as leading a high-performing school or system of schools with a track-record of success in meeting aggressive goals
- Five years of successful full-time teaching experience
- Superior leadership skills that inspire confidence
- A track-record of leading, motivating, and developing high-performance teams
- Experience working in a culturally and ethnically diverse community
- Appropriate Administrative Services Credential

Job Requirements (Skills, Knowledge and Abilities)

- Ability to oversee and direct LCER's finances, budget and resources in a responsible manner, including the seeking of new, creative sources of funding
- Ability to forge and maintain effective, cooperative working relationships with administrators, employees, teams, parents, students, community members and elected officials

- Ability to lead, manage and develop others on a one-to one basis and in group settings
- Ability to confidently represent the LCER at community functions, fundraisers, meetings and events
- Ability to work with the Board and employees to plan and develop a strong educational program.
- Ability to work with the Board in accordance with the established policies and demonstrate a willingness to make recommendations with a force of conviction based upon sound research and facts. Ensure recommendations are compliant with applicable federal and state laws, education code (where applicable) and other regulations
- Ability to analyze situations carefully and adopt effective courses of action
- Knowledge or experience in areas of oversight to include, but not limited to education, finance, special education, personnel/human resources management, information technology, and facilities
- Knowledge and strong understanding of public charter school law
- Excellent oral and written communication skills
- Must have high moral and ethical character
- Ability to work under pressure and meet deadlines
- Will be required to use personal vehicle to travel between campuses and attend meetings and events

Chief Business Officer

Qualifications

- Bachelor's degree in business/public administration, accounting, educational administration, financial management or closely related field required; master's degree preferred
- A minimum of three years of experience serving a public school, charter or non-charter in the capacity of business manager or similar or providing the services of Chief Financial Officer or similar to a public school (charter or non-charter) in a consultant capacity
- Demonstrated experience in the areas of budget development/management, payroll systems, accounting systems, purchasing procedures, warehouse inventory and control, risk management, health & welfare and food services
- Experience working in a culturally and ethnically diverse community
- Certifications from CASBO, CSDC, CASH and/or ACSA in school business administration, construction management, or related areas preferred

Job Requirements (Skills, Knowledge and Abilities)

1. Ability to oversee and direct LCER's finances, budget and resources in a responsible manner, including the seeking of new, creative sources of funding
2. Ability to direct, coordinate and supervise the operations of the accounting, budgeting, payroll, and resource development functions of a large public agency
3. Ability to review existing and pending legislation related to procedural guidelines and the LCER finance programs and recommend origination, modification, or support of legislative measures

4. Ability to communicate effectively both orally and in writing; speak publicly, interpret, apply and explain rules, regulations, policies and procedures
5. Ability to establish and maintain cooperative/effective working relationships with others; ability to lead, manage and develop other on a one-to-one basis and in group settings
6. Ability to operate situations a computer and assigned office equipment
7. Ability to work under pressure, analyze accurately and adopt an effective course of action to meet deadlines
8. Ability to meet schedules and timelines; work independently with little direction; plan and organize work; supervise and evaluate assigned staff
9. Knowledge of LCER, LEA, State, and Federal methodologies, procedures, and applicable laws, codes, and regulations related to public school budget control
10. Knowledge of applicable federal and state laws, codes, regulations, policies and procedures
11. Knowledge of principals and techniques of budget preparation and control and strategic financial planning
12. Knowledge of financial techniques required to direct activities of a large-scale operation
13. Knowledge of planning, organizing, and directing of payroll and benefits operations
14. Knowledge of principles and practices of administration, evaluation, supervision and training
15. Knowledge or experience in areas of oversight to include, but not limited to: education, finance, special education, personnel/human resources management, information technology and facilities
16. Knowledge and strong understanding of public charter school law
17. Must have high moral and ethical character
18. Will be required to use personal vehicle to travel between campuses and attend meetings and events

Principal

Qualifications

- Master's Degree or higher from an accredited college or university preferred
- Current Commission Teaching Credential
- Current California Administrative Credential or working towards obtaining
- A minimum of five (5) years of experience as a classroom teacher with increasing responsibilities at the site level
- Three (3) years of site administration experience preferred
- Bilingual/Biliterate in Spanish and English preferred

Job Requirements (Skills, Knowledge and Abilities)

- Knowledge of principles, theories, practices, methods and techniques used in curriculum development, classroom instruction, instructional supervision, and student learning
- Knowledge of principles, theories, practices, methods and techniques for counseling, guidance and discipline which promote appropriate student conduct and motivation for student learning
- Knowledge of human relations strategies, community relations strategies, conflict resolution strategies, and team building techniques

- Knowledge of assessment and evaluation techniques utilized to appraise program quality and personnel performance
- Knowledge of CAASPP, ELPAC and related standardized testing requirements applicable to the school.
- Knowledge of LCER board policies, California Education Code, special education requirements, and state and federal rules and regulations
- Knowledge of electronic media, computer programs and educational technology
- Ability to lead financial planning and implement accounting controls
- Ability to direct, lead, and coordinate the many components of school operations
- Ability to set school-wide operational priorities and manage time effectively
- Ability to be flexible, adjust easily to change, work under pressure and meet deadlines
- Ability to recognize and support the parent as an integral partner in the student's total educational experience
- Ability to establish and maintain effective organizational, public and community relationships
- Ability to manage personnel while demonstrating sensitivity to individual differences and promoting mutual respect of others
- Ability to promote teamwork and trust within a cooperative work environment
- Ability to adapt to a collegial model, in which the NSLA teachers, parents and students are partners and accountable to the academic success of each student
- Ability to work confidently with discretion and to make skillful decisions
- Ability to organize and present ideas effectively in oral and written form
- Ability to interpret, apply and explain rules, regulations, policies and procedures
- Ability to work in a socio-economic and multicultural community
- Ability to operate a computer and job-related equipment
- Ability to maintain consistent, punctual and regular attendance

Human Resources Director

Qualifications

- Bachelor's degree in human resources, business, public administration, organizational leadership or related field required; master's degree preferred
- A minimum of five years' experience in human resources, personnel or related field serving a public school, charter or non-charter
- Demonstrated experience in the areas of comprehensive personnel management, risk management and compliance
- Experience working in a culturally and ethnically diverse community

Job Requirements (Skills, Knowledge and Abilities)

- Principles and practices of public/charter personnel management
- State and federal laws, regulations and current legislation related to personnel management
- Principles of administration, supervising and training
- Techniques of recruitment, examination, selection, classification, compensation, retention and records management
- LCER organization, policies & procedures, objectives and operations

- Plan, organize, coordinate and direct the LCER's personnel management program
- Prepare and deliver oral presentations
- Train, supervise and evaluate assigned staff
- Accept and carry out responsibility for direction, control and planning
- Excellent oral and written communication skills and ability to maintain strict confidentiality
- Interpersonal skills including tact, courtesy and diplomacy
- Establish and maintain effective working relationships with all staff, as well as outside clients
- Ability to work independently in a flexible environment
- Will be required to use personal vehicle to travel between campuses and attend meetings as needed

Public Information Officer

Qualifications

- Any combination equivalent to bachelor's degree in journalism, public relations, communications, marketing or related field from an accredited institution
  AND
- Two years full-time experience in public relations, advertising, reporting, feature writing, and/or other writing for publications

Job Requirements (Skills, Knowledge and Abilities)

- Interpersonal skills and ability to forge and maintain effective and cooperative working relationships with administrators, employees, teams, parents, students and community members
- Ability to work under pressure, meet deadlines, plan, schedule and organize work
- Excellent written communication skills and ability to effectively prepare and deliver oral presentations
- Develop extensive knowledge of LCER's schools' and programs missions, visions and school cultures and organizational goals and objectives
- Develop an understanding of LCER policies/procedures, federal and state laws and regulations, governmental bills and legislature affecting charter schools, school's charters, and other related regulations
- Possess principles and techniques of public relations, promotion, publicity, marketing and advertising
- Proficiency in writing, composition, layout and production for mass media
- Be able to leverage social media, newspaper, radio, television, online networks and other communications media resources
- Recognize and be able to photograph situations which have news value
- Set goals and objectives for the LCER public information program
- Obtain, organize and develop informational materials for audiences of varied interests
- Exercise judgment in the release of information and materials to the public and communications media

- Write and edit news releases, articles, reports and speeches for distribution through appropriate communications media
- Plan, schedule and publicize public relations and marketing events
- Effectively utilize computer equipment and software in the performance of duties, including desktop publishing (Adobe InDesign, Adobe Illustrator, Adobe Photoshop, Microsoft Office Publisher or similar software)
- Plan, organize and coordinate assignments independently
- Will be required to use personal vehicle or company vehicle (when available) to travel between campuses and attend meetings and events

Teachers

Qualifications

- Bachelor's degree
- The CTC certificate, permit, or other document required for the teacher's certificated assignment
- California English Learner Certification or California Bilingual Authorization (EL Authorization) in Spanish depending on assignment
- Must meet ESSA requirements

Credentialing

NSLA shall comply with Education Code Section 47605.6(*l*)(l), which states:

"Teachers in charter schools shall be required to hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at NSLA and shall be subject to periodic inspection by chartering authority. A governing body of a direct-funded charter school may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. A charter school shall have authority to request an emergency permit or a waiver from the Commission on Teacher Credentialing for individuals in the same manner as a school district."

NSLA makes every effort to hire teachers with Cross-cultural Language and Academic Development ("CLAD") or other EL Authorization certification.

Transitional Kindergarten ("TK") teachers shall have the appropriate qualifications, as set forth in Education Code Section 48000(g), to work with this age group, and the school shall maintain the pupil-to-adult ratio set forth in that Section. As of the 2026-2027 school year, NSLA's ratio for TK is 8:1.

Job Requirements (Skills, Knowledge and Abilities)

NSLA, whenever possible, prefers to hire teachers with three or more years of experience working as a teacher in a public school. In addition, an NSLA teacher should possess:

- Ability to design lesson plans using State Standards, school curriculum and LCER policies
- Ability to teach assigned content to designated grade levels
- Ability to organize curriculum to facilitate student understanding of subject matter
- Ability to integrate technology and 21st century skills (critical thinking, problem solving, creative thinking, communication, collaboration and global citizenship) into the curriculum
- Ability to adapt to the collegial model, in which the school, teachers, parents, and students are partners and accountable to the academic success of each student
- Ability to organize and present ideas effectively in oral and written form
- Ability to make skillful decisions
- Ability to be flexible, adjust easily to change, work under pressure, and meet deadlines
- Ability to maintain regular attendance and punctuality

Other Key Employees

Qualifications for other key employees—classified and certificated—are compliant with human resource guidelines and are available upon request. These positions include but are not limited to director of student support services, elementary vice principal, middle/high school vice principal, special services (i.e. coordinator of academic services, coordinator of assessment and services, licensed vocational nurse, registered nurse, speech pathologist, counselors, psychologists, etc.), paraprofessionals, office staff, facilities, enrichment program staff, facilities, and food service workers.

VII. ELEMENT 7: HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all the following:
(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.
(ii)The development of a school safety plan, and the annual review and update of the plan, pursuant to Section 47606.3.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. Education Code Section 47605.6(b)(5)(G).

To provide safety for all students and staff, NSLA has adopted and implemented full health and safety procedures and risk management policies in consultation with its insurance carriers and risk management experts.

NSLA personnel will provide notification at least twice during the school year to students and parents or guardians of students regarding available mental health services pursuant to Education Code Section 49428.

The LCER Board and Administration maintains and approves Health and Safety policies and plans which are posted on the LCER website, NSLA school website, and/or in the Parent/Student Handbook.

NSLA employs a school nurse who:

- Assesses and evaluates the health and development status of students to identify specific disorders relating to the learning process
- Assures immunization status of students and screenings are in compliance with state health and education codes
- Refers students and parents or guardian to appropriate community resources for necessary services
- Consults with and conducts in-service training to teachers, appropriate staff and administrators in implementing health care for students
- Teaches classes on health, as requested

The following is a summary of some of the health and safety policies of NSLA:

Medication in School

NSLA adheres to Education Code Section 49423 regarding administration of medication in school. NSLA will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1641 (2023), NSLA shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent NSLA maintains a stock of albuterol inhalers to respond to respiratory distress in students, NSLA shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

School personnel will dispense medications to students only as prescribed (by a qualified healthcare provider and authorized by the parent/guardian) during the school day for them to be able to attend school. *This includes "over the counter" medications* (Education Code Section 49423). Exceptions: non-medicated eye or contact solutions.

Immunizations

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Upon a student's admission or advancement to 6th grade, LCER shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

These required immunizations include:

Child's Grade	List of shots required to attend school
TK/K-12 Admission	Diphtheria, Tetanus and Pertussis ("DTaP", "Tdap" or "Td") - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella ("MMR") - Two (2) doses Hepatitis B ("Hep B") - Three (3) doses Varicella (chickenpox) – Two (2) doses **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after the first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., Measles-Mumps-Rubella-Varicella, "MMRV") meet the requirements for individual component vaccines.
Entering 7th Grade	Tetanus, reduced Diphtheria, and acellular Pertussis - One (1) dose Varicella (chickenpox) - Two (2) doses **NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Tuberculosis Risk Assessment and Examination

All individuals employed at LCER and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Vision, Hearing, and Scoliosis

NSLA adheres to Education Code Section 49450, et seq., as applicable to the grade levels served by NSLA.

Diabetes

NSLA will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

NSLA will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school.

Blood-borne Pathogens

NSLA meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. NSLA conducts annual infectious disease control training to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free/Alcohol Free/Smoke Free Environment

NSLA functions as a drug, alcohol, and smoke free workplace.

Procedures for Background Checks

Employees and contractors of NSLA are required to submit to a criminal background check and a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. NSLA shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Section 44830.1 and 45122.1. The

Director of Human Resources or Designee shall monitor compliance with this policy. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Mandated Child Abuse and Neglect Reporting and Training

All employees, volunteers, contractors (whose duties require contact with or supervision of students), and governing board members of the Charter School are mandated child abuse reporters and will follow all applicable reporting laws. For purposes of this requirement, volunteers are defined as individuals who are over 18 years of age and interact with students outside of the immediate supervision and control of the student's parent or guardian or a Charter School employee. NSLA shall provide mandated reporter training to all mandated reporters in accordance with Education Code Section 44691.

Facility Safety

NSLA complies with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code. NSLA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are always maintained in an operable condition. The NSLA shall conduct fire drills as required under Education Code Section 32001.

NSLA Parent-Student Handbook

NSLA annually updates the NSLA Parent-Student Handbook for distribution to families. The handbook is accessible on the school website. At a minimum, the handbook includes detailed expectations for student attendance, behavior and discipline, including policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. Amendments to the Handbook by NSLA may be made throughout the year.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

NSLA is committed to providing a school that is free from sexual harassment, as well as any harassment based upon actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, immigration status, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. NSLA has developed a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at NSLA (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with LCER Board Policy.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. LCER shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the school site and in public areas at the school site that are accessible to, and commonly frequented by pupils.

Suicide Prevention Policy

The LCER Board shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. LCER shall review, at minimum every fifth year, its policy on student suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), LCER will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised. Additionally, in accordance with Education Code Section 215.5, NSLA will print the National Suicide Prevention Lifeline on the student identification card, along with the Crisis Text Line and campus security telephone number. NSLA will also include the National Domestic Violence Hotline on the student identification card.

Prevention of Human Trafficking

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. NSLA believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, NSLA will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. Parents/guardians have the right to excuse their child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office. Parental consent for this instruction is NOT required.

NSLA shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 to 12 of human trafficking prevention resources. Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are also available in the main office for review.

Menstrual Products

NSLA shall stock the restrooms with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. NSLA shall post a notice regarding the requirements of Education Code Section

35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified in Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

LCER shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. LCER shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

NSLA shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

NSLA shall provide each student adequate time to eat as determined by the administration in consideration of available guidance.

California Healthy Youth Act

NSLA shall teach sexual health education and human immunodeficiency virus prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*). A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. NSLA does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to NSLA.
- Be informed whether comprehensive sexual health or HIV/AIDS prevention education will be taught by NSLA personnel or outside consultants. When the NSLA chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code Sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to NSLA.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if NSLA has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Recess

Except where a field trip or other educational program is taking place, if the school provides recess, to the extent required by Education Code Section 49056, NSLA shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. NSLA shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

Mental Health Education

If NSLA offers one or more courses in health education to students in middle or high school, NSLA shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq*.

Mental Health Information

NSLA shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

School Safety Plan

NSLA shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address NSLA's procedures for complying with

applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

a. child abuse reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. procedures for safe ingress and egress of students, parents, and employees to and from NSLA
h. a safe and orderly environment conducive to learning
i. the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605.6
j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. procedures specifically designed to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement on the schoolsite
o. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.

NSLA shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan

NSLA shall establish, implement, and maintain, always in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bullying Prevention

NSLA shall adopt procedures for preventing acts of bullying, including cyberbullying. NSLA shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, LCER shall use an online training delivery platform and curriculum to provide at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), LCER employees shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

NSLA shall comply with all requirements under Education Code Sections 49380-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester annually, NSLA shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Athletic Programs

LCER shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients. In the event NSLA participates in any interscholastic athletic

programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator.

Further, NSLA's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. By July 1, 2024, coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illnesses, and cardiac arrest.

In the event that NSLA participates in the California Interscholastic Federation it shall, on or before April 1, 2025, post on its website a standardized incident form as developed by the CDE to receive complaints of racial discrimination, harassment, or hazing alleged to occur at high school sporting games or sporting event and shall include instructions on how to submit a completed incident form consistent with Education Code Section 33353.

Transportation Services

NSLA shall comply with the requirements of SB 88 (2023-24) inclusive of Education Code Sections 39875, 39877, 39878, and 39879, as applicable, relating to background checks and testing for individuals providing transportation services for students.

Extreme Weather Policy

LCER will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

VIII. ELEMENT 8: STUDENT POPULATION BALANCE

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the county board of education to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. Education Code Section 47605.6(b)(5)(H).

NSLA seeks to achieve a racial and ethnic, special education, and English learner balance among its student population that is reflective of the general population residing within the territorial jurisdiction of San Bernardino County by working with various groups in the community to educate parents about NSLA and its admission process. NSLA does not discriminate in any way in its recruitment or admission policies on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). As a public school and in accordance with charter law, NSLA admits students based on the capacity of NSLA. Enrollment at NSLA is optional for all students and no student can be compelled to attend NSLA by any other school authority or entity.

NSLA provides information about the school and its programs to the widest possible audience whenever there is new capacity for admission. Families and community groups are encouraged to visit NSLA's campus and tour its facilities. Applications and informational materials are available in English and Spanish as requested.

LCER currently employs a Public Information Officer ("PIO"). The PIO developed a recruitment plan with a focus on achieving student population balance to include special education populations. Some of the recruitment efforts that will be employed over this charter term to reach this goal include:

1. Run promotional materials in a wide variety of media, public and community outlets with a focus on African American, Hispanic, Spanish-speaking and lower socio-economic target populations (such as: public libraries, faith-based organizations, preschools, movie theaters, chambers of commerce, non-profit organization, civic organizations, etc.).
2. Issue press releases in both Spanish and English for news outlets, including social media, television and radio, serving the target populations.
3. Work closely with community and regional organizations to make sure that a wider audience knows about NSLA, and the programs offered.
4. Visit non-district preschools to share enrollment information.

5. Conduct Family Nights/School Tours and open public events such as Noche de las Estrellas, Fall Festival, and Multicultural Fair.
6. Participate in diverse and multicultural community events with a focus on highlighting NSLA students and programs.

LCER actively works to ensure diversity on the governing board. By having a more diverse board, it is more likely that various sectors of the community will learn about NSLA and be encouraged to apply. Our seven-member Board reflects racial, ethnic, and gender diversity, with four members identifying as Hispanic/Latino and three as non-Hispanic White, and with four women and three men serving on the Board. Four directors speak two or more languages. Continuing efforts will be made to encourage leaders representing various backgrounds to apply to serve on the LCER Board of Directors.

NSLA continues to be identified as a schoolwide Title I Program. To properly identify eligible families, LCER/NSLA staff have taken the following measures: presented and provided Free and Reduced Priced Meals ("FRPM") information at Back to School Nights, New Family Orientations, classroom newsletters, and Parent Square Announcements. These efforts increased the completion and direct certification to over 92% of all NSLA families for the 2025-26 school year. Additionally, the school will provide an alternative income questionnaire that can also be used to qualify students who would otherwise qualify for the FRPM, but do not wish to participate. NSLA currently uses Infinite Campus as its student information system which integrates the food service system to provide online applications. NSLA anticipates an increase in overall Socio-Economically Disadvantaged percentages and FRPM participation by offering these additional means for identification.

IX. ELEMENT 9: SUSPENSION AND EXPULSION PROCEDURES

Governing Law: The procedures by which students can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the student and, if the student denies the charges, an explanation of the evidence that supports the charges and an opportunity for the student to present the student's side of the story.
(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the student and an explanation of the student's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605.6(b)(5)(J).

Board Policy #: 5144
Adopted/Ratified: January 24, 2008

Revision Date: August 17, 2026

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

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

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

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

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

A student identified as an individual with disabilities or for whom the school has a basis of knowledge of a suspected disability pursuant to the 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

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

requires additional or different procedures. LCER will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the school has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the school for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, and the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the school 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 requests a hearing, the student shall remain enrolled and shall not be removed until the school issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

Alternative Means of Correction

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

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

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

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

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

combat racism and ignorance.

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

Procedures

A. Grounds for Suspension and Expulsion of Students

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

B. Enumerated Offenses

1. Discretionary Suspension Offenses: Students may be suspended when it is determined the student:
    a) Caused, attempted to cause, or threatened to cause physical injury to another person.

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

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

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

    e) Committed or attempted to commit robbery or extortion.

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

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

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

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

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

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

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

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

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

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

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

family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

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

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

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

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

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

        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

        ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

        iii. Causing a reasonable student to experience substantial interference with their academic performance.

        iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the school.

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

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

   ii. A post on a social network Internet Web site including, but not limited to:

      (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

      (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

      (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

   iii. An act of cyber sexual bullying.

      (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

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

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

u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

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

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

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

b) Brandished a knife at another person.

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

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

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

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

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

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

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or

intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the school.

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

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

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is

identifiable from the photograph, visual recording, or other electronic act.

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

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

u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

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

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

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

b) Brandished a knife at another person.

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

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

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

The school will use the following definitions:

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

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

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

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the principal or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal or designee.

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

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

This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent/guardian to attend a conference with school officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

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

3. Suspension Time Limits/Recommendation for Expulsion

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

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

4. Homework Assignments During Suspension

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

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

D. Authority to Expel

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

A student may be expelled either by the neutral and impartial LCER Board of Directors following a hearing before it or by the LCER Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the LCER Board of Directors shall make the final determination.

E. Expulsion Procedures

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

In the event an Administrative Panel hears the case, it will make a recommendation to the Board of Directors for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the school's disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment.
5. An explanation of the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing.
7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing.
8. An explanation of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

The school may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be

examined only by the school or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

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

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

3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

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

7. If one or both of the support persons is also a witness, the school must present evidence that the witness' presence is both desired by the witness and will be helpful to the school. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

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

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public

meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

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

G. Record of Hearing

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

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The determination of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors

ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

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

J. Written Notice to Expel

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

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

K. Disciplinary Records

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

L. No Right to Appeal

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

M. Expelled Students/Alternative Education

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

N. Rehabilitation Plans

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

O. Readmission or Admission of Previously Expelled Student

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

P. Notice to Teachers

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

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

1. Notification of SELPA

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

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are

designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

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

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

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

If NSLA, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

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

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

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

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

4. Due Process Appeals

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

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

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

5. Special Circumstances

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct. The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

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

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

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated NSLA's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if NSLA had knowledge

that the student was disabled before the behavior occurred. NSLA shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

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

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

c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other school supervisory personnel.

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

If NSLA had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. NSLA shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by NSLA pending the results of the evaluation. NSLA shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

X. ELEMENT 10: RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605.6(b)(5)(K).

Annually, LCER conducts an in-house compensation survey with surrounding districts and charter schools to offer wages and benefits sufficient to attract, hire, and retain the most qualified individuals.

LCER endeavors to offer employees similar types and amounts of retirement benefits that they would receive in most school districts:

- California State Teachers' Retirement System ("CalSTRS"): Eligible employees
- California Public Employees' Retirement System ("CalPERS"): Eligible employees
- Social Security: Eligible Employees
- Alternate Retirement System: Part-time, non-STRS/PERS eligible employees.

The LCER Chief Business Official shall be responsible for ensuring that the required contributions are made equivalent to current and future regulations.

XI. ELEMENT 11: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the county board of education to resolve disputes relating to provisions of the charter. Education Code Section 47605.6(b)(5)(L).

Disputes Arising from Within the Charter School

Disputes arising from within the NSLA, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and LCER, shall be resolved pursuant to LCER policies and procedures, approved by its Governing Board, and provided to parents, students, volunteers, Board members, and staff. NSLA shall maintain a Uniform Complaint Policy and Procedures and Title IX complaint procedures as required by state and federal law, respectively (Appendix K). All policies are posted on the Board page of the LCER website.

SBCSS shall not intervene in any such internal disputes without the consent of the LCER Board or its designee, the President/CEO, and shall refer any complaints or reports regarding such disputes to the President/CEO within a timely manner for resolution pursuant to the LCER's policies. SBCSS agrees not to intervene or become involved in the dispute unless the dispute has given SBCSS reasonable cause to believe that a violation of the charter or related laws or agreements has occurred, or unless the Governing Board of the LCER has requested SBCSS to intervene in the dispute.

Disputes between the LCER Board and San Bernardino Superintendent of Schools

If the LCER Board representing NSLA is found to be in dispute with SBCSS regarding the terms of this charter or any other agreements or issues regarding LCER and County's relationship, both parties agree to follow the process outlined below.

In the event of a dispute between the LCER and SBCSS, the staff and governing board members of the LCER and SBCSS agree to first frame the issue in written format and refer the issue to the County Superintendent and LCER President/CEO, or their respective designees. If SBCSS believes that the dispute relates to an issue that could lead to revocation of the charter, this shall be specifically noted in the written dispute statement.

The Superintendent and President/CEO, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the Superintendent and President/CEO, or their respective designees, and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Superintendent and President/CEO, or their respective designees, shall meet to jointly identify a neutral, third-party mediator. The format of the mediation session shall be developed jointly by the Superintendent and President/CEO, or their respective designees, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the mediator shall be non-binding, unless the governing boards of LCER and the County jointly agree to bind themselves. If mediation does not resolve the dispute

either party may pursue any other remedies available under the law. All procedures in this section may be revised upon mutual written agreement of LCER and SBCSS.

NSLA agrees to respond to all reasonable inquiries, including, but not limited to inquiries regarding its financial records from SBCSS pursuant to Education Code Section 47604.3. Additionally, NSLA agrees to the right of SBCSS to visit annually to carry out the County's statutory oversight duties pursuant to Education Code Section 47604.32.

XII. ELEMENT 12: ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policy and procedures, consistent with [Education Code Section 47605.6] subdivision (e). Education Code Section 47605.6(b)(5)(M).

NSLA admits all students who wish to attend. No test assessment shall be administered to students prior to acceptance and enrollment into NSLA. NSLA will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the student or the student's parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605.6(e)(2)(b)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605.6(e)(4)(A), NSLA shall not discourage a student from enrolling or seeking to enroll at NSLA for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), including students with disabilities, academically low-achieving students, English learners, neglected or delinquent students, homeless students, or students who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or students based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605.6(e)(4)(C), NSLA shall not encourage a student currently attending NSLA to disenroll from NSLA or transfer to another school for any reason, including, but not limited to the academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605.6(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605.6(e)(4)(D), NSLA shall post a notice developed by the CDE on the school website, outlining the requirements of Section 47605.6(e)(4), and make this notice available to parents.

Public Random Drawing

- NSLA requires all parents who desire admission to NSLA to complete an application. Applications and informational materials are available in English and Spanish as requested. Only completed applications will be considered.
- NSLA accepts applications throughout the year for all existing grade levels. However, admission periods for any semester will be determined by NSLA.
- If any grade level has received more applications than availability, NSLA will hold a public random drawing (or "lottery") three times a year to determine admission for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year. Admission preferences in the case of a public random drawing shall be given to the following students in the following order:

    1. Siblings of students admitted to or attending NSLA
    2. Children of LCER employees
    3. Children who reside in San Bernardino County

4. All other applicants.

NSLA agrees to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605.6(e)(2)(B)(i)-(iv), including that each admission preference shall be approved by SBCBOE at a public hearing.

Whenever the number of applicants in any of the priority groups exceeds the grade level capacity, students will be admitted by public lottery as required by state law. Applicatons are held in abeyance until the lottery is conducted. Applicants are considered according to the priorities described above only, and not by date of application except that applications must be completed by published deadlines for consideration during any lottery period.

The LCER President/CEO, or designee, will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the LCER President/CEO) in a single location. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above. When no vacancies are available in a grade level, students from the lottery are placed on a waitlist.

Any waitlist for an existing grade level will roll over to the following school year. Applications for Transitional Kindergarten and Kindergarten for the upcoming school year will be accepted for students who will be school age eligible for those programs. This policy allows NSLA to support its pre-enrollment Kindergarten program, Rockets-in-Training. Parents will be informed of NSLA's policies, programs, and agreements through the standard enrollment process.

Pursuant to Education Code 234.7, NSLA will not collect information or documents regarding citizenship status of students or their family members. NSLA's Principal will report to the respective governing board or body of the local educational agency in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws in a manner that ensures the confidentiality and privacy of any potentially identifying information.

LCER shall do both of the following:

1) Provide information to parents and guardians, as appropriate, regarding their children's right to a free public education, regardless of immigration status or religious beliefs. This information shall include information relating to "know your rights" immigration enforcement established by the Attorney General and may be provided in the annual notification to parents and guardians pursuant to Section 48980 or any other cost-effective means determined by NSLA.

2) Educate students about the negative impact of bullying other students based on their actual or perceived immigration status or their religious beliefs and customs.

XIII. ELEMENT 13: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public-school attendance alternatives for pupils residing within the county who choose not to attend charter schools. Education Code Section 47605.6(b)(5)(N).

No student may be required to attend NSLA. Students who opt not to attend NSLA may attend traditional public schools in accordance with existing enrollment and transfer policies of their district or county of residence. The parent or guardian of each student enrolled in NSLA will be informed that their student has no right to admission in a particular school of any LEA as a consequence of enrollment in NSLA, except to the extent that such a right is extended by the LEA.

XIV. ELEMENT 14: EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the county office of education, upon leaving the employment of the county office of education to work in a charter school, and of any rights of return to the county office of education that an employee may have upon leaving the employment of the charter school. Education Code Section 47605.6(b)(5)(O).

No SBCSS employee shall be required to work at NSLA. All staff members at NSLA shall have no automatic right to employment or reemployment in the SBCSS except as might be allowed under SBCSS policies and procedures and applicable collective bargaining agreements. Absent agreement with the SBCSS to the contrary, staff of NSLA shall not continue to earn sick or vacation leave or service credit (tenure) at the SBCSS while employed by the LCER. Sick leave accumulated from a California Public school system is eligible for transfer.

XV. ELEMENT 15: CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605.6(b)(5)(P).

Closure of NSLA will be documented by official action of the LCER Board. The action will identify the reason for closure. The LCER President/CEO, or other entity selected by the LCER Board, is the entity responsible for closure-related activities.

LCER will promptly notify parents and students of NSLA, the County, its SELPA, the retirement systems in which NSLA's employees participate, and the CDE of the closure, as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements. Notification to the CDE will take place no later than 10 days after closure, and will also include a description of the circumstances of the closure and the location of student and personnel records.

LCER will ensure that the notification to the parents and students of NSLA regarding the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the LCER Board's decision to close NSLA. Parents will be provided with a certified packet of student information that may include grade reports, discipline records, immunization records, and any other appropriate information. This will facilitate transfer to another school. High school students will receive specific information on completion of college entrance requirements.

LCER will also develop a list of students in each grade level and the classes they have completed, together with information on the students' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, NSLA will provide parents, students and SBCSS with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with FERPA. NSLA will ask SBCSS to store original records of NSLA students. All records of NSLA shall be transferred to SBCSS upon closure.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably feasible, LCER will prepare final financial records. LCER will also have an independent audit completed within six months after closure. LCER will pay for the final audit. The audit will be prepared by a qualified certified public accountant selected by the LCER and will be provided to SBCSS promptly upon its completion. The final audit will include an

accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to NSLA/LCER.

LCER will complete and file any annual reports required pursuant to Education Code Section 47604.33.

On closure of NSLA, all assets of NSLA, including but not limited to, all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending NSLA, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" or any final regulations implementing 26 U.S.C.§ 414(d) or to a State, a political subdivision of a State, or agency or instrumentality thereof. Any assets or property acquired from SBCSS will be promptly returned upon NSLA's closure to SBCSS. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, LCER shall remain solely responsible for all liabilities arising from the operation of NSLA.

As NSLA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of NSLA, the LCER Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget, NSLA will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above (Appendix F).

XVI. ELEMENT 16: MISCELLANEOUS PROVISIONS

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605.6(h).

BUDGET

The budget narrative, current fiscal plan and budget, and financial projections and cash flow for three years of operation for the NSLA is provided in Appendix F.

FINANCIAL REPORTING

NSLA shall annually prepare and submit the following reports to SBCSS along with any additional reports as requested by the Superintendent in accordance with Education Code Section 47604.33:

1. On or before July 1, an LCER Board approved budget
2. On or before July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5
3. On or before December 15, a first interim financial report reflecting changes through October 31
4. On or before March 15, a second interim financial report for the current fiscal year reflecting changes through January 31
5. On or before September 15, a Charter School Unaudited Actuals Financial Report for the prior fiscal year. The report submitted to the County shall include an annual statement of all NSLA's receipts and expenditures for the preceding fiscal year.
6. On or before December 15, an annual audit for the prior fiscal year shall be delivered to the State Controller, California Department of Education and County Superintendent of Schools.

LCER shall provide reporting to the County as required by law and as requested by the County including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605.6(m), the SARC, and the LCAP.

Pursuant to Education Code Section 47604.3, LCER shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County.

FISCAL AUDITS

NSLA shall provide for an annual, independent financial and compliance audit in accordance with Education Code sections 47605.6(m), 41020, and all other applicable laws. The annual audit shall be conducted, reviewed, and acted upon at a public meeting of the LCER Board, submitted to the required state and local agencies, and posted on the LCER's website within the timelines prescribed by law. NSLA shall timely address all audit exceptions and implement an acceptable corrective action plan when required.

INSURANCE

NSLA has acquired and financed general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for a school of similar size and location, with SBCSS named as additional insured (See Appendix G).

ADMINISTRATIVE SERVICES

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605.6(h).

LCER provides business/administrative services for NSLA. LCER has personnel and procedures in place to offer a full range of business services. Current services include Human Resources, Payroll, Accounts Payable, Instructional Technology, Maintenance and Operations, and Finance. The President/CEO serves as the liaison to SBCSS.

LCER may contract with outside companies to fulfill NSLA's needs that are not serviced in-house. These services may include, but are not exclusive to:

- School meals for students which meets the National School Lunch Program requirements
- Legal services regarding labor issues and the nonprofit organization
- Legal services dealing with charter schools and charter school law
- Auditing services for annual audits of NSLA
- Architectural and construction services for campus building projects

TRANSPORTATION

Except for special education students whose transportation is mandated by their IEP, NSLA shall not provide transportation of students to and from school.

POTENTIAL CIVIL LIABILITY EFFECTS

Governing Law: Potential civil liability effects, if any, upon the charter school, any school district where the charter school may operate, and upon the county board of education. Education Code Section 47605.6(h).

The California nonprofit public benefit corporation, the High Desert "Partnership in Academic Excellence" Foundation, Incorporated, doing business as LCER, shall operate NSLA. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and the California Revenue and Taxation Code Section 23701d.

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of NSLA or for claims arising from the performance of acts, errors or omissions by NSLA if the authority has complied with all oversight responsibilities required by law. NSLA shall

work diligently to assist the SBCSS in meeting any and all oversight obligations under the law, including meetings, reporting, or other SBCSS-requested protocol to ensure that SBCBOE shall not be liable for the operation of NSLA.

The corporate bylaws of the LCER shall provide for indemnification of the LCER Board, officers, agents, and employees, and the LCER will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the SBCSS and NSLA's insurance company for schools of similar size, location, and student population. The SBCSS shall be named an additional insured on the general liability insurance of NSLA.

COUNTY OVERSIGHT

SBCSS will charge one (1) percent of LCFF revenue of NSLA to perform its supervisory oversight tasks and duties pursuant to Education Code 47613.

NSLA welcomes the right of the County to visit annually to carry out SBCSS's statutory oversight duties pursuant to Education Code 47604.32.

COUNTY INDEMNIFICATION

LCER shall be wholly responsible for NSLA's operations and shall manage its operations efficiently and economically within the constraints of NSLA's annual budget. San Bernardino County Board of Education shall not be liable for the debts or obligations of NSLA, for claims arising from the debts or obligations of NSLA or for claims arising from the performance of acts, errors, or omissions by NSLA, and NSLA agrees to indemnify the SBCSS against any such claims as set forth in this section without regard to whether the SBCSS has performed the oversight responsibilities described in Education Code Sections 47604.32. However, NSLA shall not be required to indemnify SBCSS for the debts or obligations of NSLA, for claims arising from the debts or obligations of NSLA or for claims arising from the performance of acts, errors, or omissions by NSLA if any said debt, obligation, or claim results, in whole or in part, because of the negligence or misconduct of the SBCSS.

NSLA shall not have the authority to enter a contract that would bind the SBCSS, nor to extend the credit of the SBCSS to any third person or party. NSLA shall clearly indicate to vendors and other entities and individuals outside the SBCSS with which or with whom NSLA enters into an agreement or contract that the obligations of NSLA under such agreement or contract are solely the responsibility of NSLA and are not the responsibility of the SBCSS.

NSLA shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the SBCSS, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "SBCSS Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against SBCSS and/or SBCSS Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, NSLA' performance

under the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by NSLA, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought against the SBCSS arising out of any intentional or negligent acts of the SBCSS and/or SBCSS Personnel or solely out of any acts or omissions of the SBCSS and/or SBCSS Personnel that are not otherwise related to or connected with NSLA and/or its Personnel.

XVII. ELEMENT 17: CONCLUSION

By renewing this charter, the SBCBOE will be fulfilling the intent of the Charter Schools Act of 1992 to improve student learning; create new professional opportunities for teachers; and provide parents and students with expanded choices in education and following the directive of law to encourage the creation of charter schools. NSLA is eager to work independently, yet cooperatively, with the County to establish the highest bar for what a charter school can and should be. To this end, LCER/NSLA pledges to work cooperatively with the SBCSS to answer any concerns over this document and to present the SBCSS with the strongest possible proposal requesting a five-year renewal term from July 1, 2027, through June 30, 2032.

Any and all LCER/NSLA written policies and procedures referenced in this charter will be provided to SBCSS upon written request.

4914-9054-7609, v. 5

APPENDIX A

Dual Immersion Instructional Minutes

Dual Immersion Research

Dr. Jose Medina 3-Year Professional Development Plan

NSLA School Assessment Calendar

NSLA Dual Immersion Instructional Minutes

Elementary

TK	Kindergarten	1st	2nd	3rd	4th	5th
90/10	**80 / 20**	**70 / 30**	**60 / 40**	**50 / 50**	**50 / 50**	**50 / 50**
SLA	SLA	SLA	SLA	SLA	SLA	SLA
Math	Math	Math	Math	Math T1	Social Studies	Social Studies
Social Studies	Social Studies		Social Studies	Social Studies		
				ELA	ELA	ELA
			Science	Math T2 & T3	Math	Math
		Science	ELA	Science	Science	Science
	Science	Social Studies				
Science						

Middle School

	6th	7th	8th	OR	6th	7th	8th
	33 / 66	**33 / 66**	**33 / 66**		**17 / 83**	**17 / 83**	**17 / 83**
	SLA Elective	SLA Elective	SLA Elective		Social Studies	Social Studies	Social Studies
	Social Studies	Social Studies	Social Studies		ELA	ELA	ELA
	ELA	ELA	ELA		Math	Math	Math
	Math	Math	Math		Science	Science	Science
	Science	Science	Science		PE	PE	PE
	PE	PE	PE		Elective	Elective	Elective

High School

	9th	10th	11th	12th			
	17 / 83	**17 / 83**	**17 / 83**	**17 / 83**			
	Spanish 3	AP Spanish Lang	AP Spanish Lit	Optional Dual Enrollment Language			
	Biology	World History	US History	ELA			
	ELA	ELA	ELA	Econ / Gov			
	Math	Math	Math	Elective			
	PE	Chemistry	Science Elective	Elective			
	Elective	PE	Elective				

Toward Comprehensive Effective Literacy Policy and Instruction for English Learner/Emergent Bilingual Students

NCEL



Written by Kathy Escamilla, Ph.D., Laurie Olsen, Ph.D., and Jody Slavick, Ph.D.,
National Committee for Effective Literacy for Emergent Bilingual Students

FEBRUARY 2022

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National Committee for Effective Literacy

The National Committee on Effective Literacy ©2022



SECTION 1
Introduction

Literacy—learning to communicate, read, and write as a means of expression to gain knowledge by accessing stories, information, and voices across time and across the world—is at the heart of education. As Frederick Douglas said, ***"once you learn to read, you will be forever free."*** We would add, ***"once you learn to write, you will forever have a voice."*** For students, becoming proficient readers and writers is the key to academic success. Reading is the skill through which students access much of the educational content. Writing is how students demonstrate knowledge and express ideas—essential acts of participation in an academic community. For these reasons, effective early literacy development is critical for all children. Too often, however, a one-size-fits-all approach leaves some children behind. Too often, children who enter U.S. schools are not provided the instruction designed to address their needs, so they fail to develop essential literacy skills. This is decidedly true for a large number of English learner (EL) or emergent bilingual (EB) children in our nation's schools.

Almost one quarter of U.S. children (10 million) speak a language other than English at home.[1]

These children enter a school system that lacks the capacity to understand and embrace their unique assets and needs.[2] Closing the opportunity and achievement gaps for EL/EBs should be a high priority in education policy and practice. These students face the challenge of learning a new language while building their skills in core academic subjects. They have enormous potential, but because of policies like one-size-fits-all literacy programs, these students have had limited opportunities to fulfill their potential. As a result, they often have lower achievement test scores in reading and mathematics and lose the asset of their potential bilingualism. On average, EL/EBs perform below grade level in every subject tested for federal accountability, are twice as likely to drop out as their native English-speaking peers, and are less likely to attend a four-year college.[3] Ensuring these students are provided appropriate literacy instruction is a basic equity and civil rights issue.

This paper discusses 1) The failure of the one-size-fits-all reading and literacy approach for EL/EBs tried in the past; 2) How EL/EB students are different from monolingual English speakers and the implications for literacy instruction in mainstream and bilingual program contexts; 3) Why one size does not fit all in literacy approaches and 4) concludes with recommendations.

A NOTE ON TERMINOLOGY

Bilingual Learners, Emergent Bilinguals, Dual Language Learners, English Learners, Language Minority Children and Youth.

There are multiple terms used throughout the nation to refer to students who enroll in schools with a family language other than English, who are not English proficient, and who face barriers to equal educational opportunity related to attending schools that are still predominantly and overwhelmingly taught only in English.

"English language learner" (ELL) is the formal term used for students in K–12 education who have a home language other than English and are learning English as a second language but do not yet have sufficient proficiency to participate in an academic program in English without supports. It is the term used most often in K-12 education policy, and it reflects a particular history of civil rights defined barriers to equal educational opportunity and is officially encoded in federal and state law. The attention to issues of access implied by that term and its history is essential; however, the term is inadequate to embrace an assets-based approach to bilingualism with an equal focus on the value and goal of attaining proficiency in multiple languages.

The field of English learner education is now navigating to more accurate and assets-oriented terms that (1) avoid the deficit view that labels them only in terms of the language they don't yet know and instead acknowledges the fact that these students enroll in school already with a language, (2) that the process of language and literacy development is a dual language process involving both their home language and their second language regardless of whether they are being instructed just in English or bilingually, and (3) responds to the fact that in increasing schools and districts, the goal is the development of biliteracy and proficiency in multiple languages. These terms include "dual language learners" (preferred by many in the early childhood education field), "multilingual learner," "emergent bilinguals," and "bilingual learners."

This paper uses the combined term **"English learner/ Emergent bilingual" (EL/EB)** to refer to all students who enroll in school with a home language other than English.

OTHER TERMS SOMETIMES USED IN THIS PAPER INCLUDE:

"Dual language" when referring to the brain and brain processes that involve and connect across two languages in EL/EB students. In this paper, this term refers to people and not programs of instruction.

"Language minority children and youth" has been used in key research publications to embrace both students with a home language other than English who are not yet proficient in English and those who are already bilingual. The "minority" term acknowledges the issue of the unequal societal status of languages other than English and the historical exclusion of those communities based on language.

TERMINOLOGY FOR PROGRAM AND INSTRUCTIONAL APPROACHES:

Similarly, there are multiple terms used to refer to the language acquisition/development programs for these students. For this reason, clarification of terms follows:

"Bilingual programs" is an umbrella term for a variety of bilingual approaches that teach two languages and that instruct content in two languages. There are various models of bilingual programs, including two-way dual language immersion programs, maintenance bilingual programs, transitional bilingual programs, and heritage language programs. All share the goals of biliteracy, mastery of grade-level content in two languages, and cross-cultural competence.

English-instructed programs, ESL programs, and Mainstream English programs are all terms used to describe second language development approaches to support English learner/Emergent bilingual students.

SECTION 2

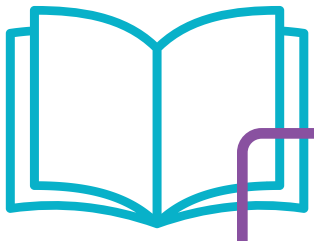
A History of One-Size-Fits-All Literacy Approaches That Didn't Work

In the 1990s, concerns about a reading crisis in the United States fueled national research and policies that were aimed at closing achievement gaps. National policies focused on early literacy, seeking to ensure that all students tested as "proficient" on standardized English reading test. The 2001 *No Child Left Behind Act*—with a strong commitment to equity and closing gaps (including naming English Language Learners as a subgroup for whom schools had to report outcomes)—resulted in a mistaken reliance upon inappropriate English assessments for EL/EBs, leading to mandated uses of unsuccessful one-size-fits-all literacy curriculum and instructional approaches (that weren't designed for second language learners) as the corrective action. The lowest-performing schools—which typically enrolled high concentrations of ELs, among other historically underserved groups—were consigned to this "corrective action and program improvement". The NCLB Act ushered in a federal $1 billion-per-year campaign of professional development, school restructuring, and implementation monitoring[4] known as the Reading First initiative as the means of holding schools accountable for ensuring that all students scored at state reading benchmarks by third grade. Reading First required schools to adopt "scientific, research-based reading programs" based in large part upon the research of the National Reading Panel which had summarized research on literacy instruction as a set of five components of reading instruction (phonemic awareness, phonics, fluency, vocabulary, and comprehension).[5]

Reading First enthusiasts primarily emphasized the academic studies showing that phonemic awareness and phonics raised achievement on standardized tests. It was a narrow slice and loose interpretation of the National Reading Panel's work, with harmful consequences for the increasingly large EL/EB student population in the nation's schools. An extensive evaluation of the efficacy of Reading First was conducted by the Institute of Educational Research (2008) to determine its impact on student reading achievement and on classroom instruction.[6] The report found that there was a significant impact on strengthening decoding skills among first-grade students. However, Reading First did not produce a statistically significant impact on student reading comprehension test scores in grades one, two, or three and there was no substantial improvement in student motivation and engagement with literacy.

Furthermore, Reading First policies—and in turn, the literacy curricula and approaches that schools adopted—were not designed for EL/EB students. By its own admission, the National Reading Panel had not considered research about literacy development for this group.

Effective early literacy development is critical for all children. Too often, however, a one-size-fits-all approach leaves some children behind. This is decidedly true for a large number of English learner (EL) or emergent bilingual (EB) children in our nation's schools.



As stated in the introduction to the National Reading Panel's report (upon which Reading First was based) delineating the limitations of their work, *"The Panel did not address issues relevant to second language learning."* In a 2006 report on literacy development research specifically for EL/EB students, the National Literacy Panel on Language Minority Children and Youth came to different conclusions. This new report affirmed the importance of all five of the components of a comprehensive reading approach described by the National Reading Panel but found that these components are not sufficient for EL/EBs.[7] It described the linguistic, cognitive, socio-cultural, and academic variables that compound the reading challenges for EL/EBs and how these students require additional specific instructional considerations. The report emphasized the role of home language; the uniqueness of the dual language brain; the importance of background knowledge, meaning-making, scaffolds to support comprehension, and the foundational role of oracy. The report found that efficient reading comprehension depends not only on efficient word recognition skills but also on general language proficiency. In short, it made clear that effective literacy instruction for EL/EBs was different in significant ways from instruction for monolingual students.



For EL/EB students in programs that emphasized foundational reading skills in the absence of meaning making (building background knowledge, integrating language development with learning content, effective expression, and metalanguage awareness), the so-called scientific reading approach embraced by Reading First was particularly problematic. The ability to sound out words in a language a child does not know is simply not sufficient to build literacy skills[8]—and that emphasis likely explains the lag in reading comprehension and writing that was uncovered in the Reading First evaluation. Across the nation, gaps in literacy skills for EL/EBs did not close. Indeed, the National Assessment for Education Progress (NAEP) confirmed Reading First's failure to reduce reading gaps for this population.[9]

The understanding that meaningful access for EL/EBs requires different instructional approaches and supplemental services for English learners had actually already been encoded in law. In 1974, the U.S. Supreme Court ruled in the Lau v. Nichols decision, stating: *"There is no equality of treatment merely by providing students with the same facilities, textbooks, teachers, and curriculum.... for students who do not understand English are effectively foreclosed from any meaningful education."* The issue for researchers and educators alike has been to determine what that different treatment and additional approaches and services should be that would address the specific needs of English learners.

SECTION 3

Literacy Instruction for English Learner/ Emergent Bilingual (EL/EB) Students

In this section, we provide a summary of the academic research and literature base that should guide effective literacy approaches for EL/EBs. At the heart of this work is the fundamental understanding that the development of language and literacy for students with two or more languages is distinctly different from monolingual literacy development (whether in mainstream English-taught contexts or in bilingual programs), and the strong research base demonstrating the cognitive, linguistic, social, and academic advantages of being bilingual and biliterate.

Whether EL/EB students have already begun to develop early literacy in their home languages before enrolling in school, or whether they first encounter literacy instruction in the context of English as a new language once they enroll in school, the fact is that the vast majority enter into literacy education that is designed and delivered for monolingual English speakers. This delivery ignores the reality that Els/EBs already have a language and doesn't address the ways of processing language and learning related to second language development and their dual language brains. This duality has serious implications for what works and what does not work in being taught to read and write. The degree to which the dual language brain is leveraged or ignored spells a major difference between effective and ineffective/exclusionary literacy instruction.

The development of literacy by EL/EBs includes all of the challenges implicit in monolingual English speakers' learning to read and write and is *additionally* compounded by a diversity of linguistic, cognitive, socio-cultural, and academic variables. Neuroscientific and educational research have provided new insights into the dual language brain, and on language and literacy development in multiple languages. These studies continue to underscore that the experiences of bilinguals are unique and different and thus call for a different approach to pedagogical approaches. Bilingualism is not the presence of two wholly separate language systems and identities; it involves the *intersection* of two (or more) languages within the mind and life experiences of an individual.[10]

Language processing in the bilingual mind differs from that of the monolingual mind.[11] Therefore, learning to read and write in another language than one's primary home language is different. Second language development is decidedly dissimilar to the development of a first language precisely because it occurs on the bedrock of the first. It is in relationship and comparison to knowledge of the first language that the elements of a new language (such as vocabulary, phonological components, grammatical structures, and writing systems) are learned, and the understanding of the different language systems develops.

Effective literacy instruction for EL/EBs is different in significant ways from instruction for monolingual students. The degree to which the dual language brain is leveraged or ignored spells a major difference between effective and ineffective literacy instruction for these students.... Methodologies designed for monolingual English-speaking children are inadequate for EL/ EB students who require, in addition, a second language development pedagogy. Instruction for EL/ EB students must be modified to scaffold participation and comprehension and to build language skills in the new language. Ideally, it leverages skills and knowledge of the home language through opportunities for cross-language connections.

Therefore, language and literacy development is different for a person living in and across two language worlds than for the monolingual person. Based on consistent, coherent linguistic research on second language and dual language development, the most appropriate and effective approaches to literacy instruction for EL/EB students recognize and acknowledge these literacy development differences and leverage students' bilingualism to support their growth in reading and writing in English. Teaching literacy as if a student is monolingual for a student who lives in and across multiple language worlds undermines the opportunity to draw upon linguistic resources across their languages.

Literacy Instruction in Mainstream/English as a Second Language Program Contexts

There are several key conclusions from linguistic research about second language literacy instruction for EL/EBs in Mainstream/English as a Second Language program contexts:

- A **comprehensive approach** to literacy development for all students teaches foundational skills in context, and integrates meaning-making (learning new concepts), language development (vocabulary and how language works, such as the order of words in a sentence), and foundational skills of reading (phonics, phonemic awareness, and fluency).[12] For EL/EB students, such instruction must be modified to scaffold participation and comprehension and to build language skills in the new language. Ideally, it leverages skills and knowledge of the home language through opportunities for cross-language connections.[13] There are commonalities and areas of overlap in literacy instruction for all students, but methodologies designed for monolingual English-speaking children are inadequate for EL/EB students who require, in addition, a second language development pedagogy.
- Background knowledge helps students become better readers. The words on the page only have meaning if students understand them. Since the National Literacy Panel on Language Minority Children and Youth released their report over a decade ago, it has become increasingly established that EL/EB students benefit significantly from the integration of language development with content, with an emphasis on meaning. **Literacy is strengthened when language development/literacy development is integrated with the development of content knowledge.**
- For EL/EBs, **oral language** plays a crucial foundational role in developing literacy in a second language. As students learn to speak the new language, they are expanding the repertoire of vocabulary that gives literacy meaning and internalizing the sounds of the new language that will be represented in print. However, it is critical that students develop oral language that is connected to and aligned with their reading and writing programs. Specifically, oral language learning, known as oracy, is needed to accelerate literacy acquisition, whether in one or preferably two languages.
- **Writing is an essential literacy skill.** Writing is the sister literacy component to reading. Literacy instruction attends to the close inter-relationship between reading and writing, and focuses on the development of both proficiencies as central.
- Good literacy instruction for EL/EB students **builds on what students already know, including their home language and cultural practices.** Teachers incorporate student experience and develop literacy using a variety of materials and instructional strategies that reflect and engage language and culture to meet student needs, whether learning to read and write in their home language, a new language, or both.
- **Socio-cultural factors** play a major role in the development of literacy for students living in and across cultural worlds. Assets-oriented school climates and the use of socio-culturally

responsive instruction and relevant, inclusive curriculum result in stronger academic outcomes, literacy engagement, and skills.[14] Not all who enter schools as EL/EBs will, however, develop their bilingualism. Those immersed in English instruction and encouraged to leave their home language at the schoolhouse door too often become English dominant through a "subtractive" process in which one language is lost as students gain another. Assets orientation and affirmation support the development of literacy.

- **A focus on comprehension is essential for academic literacy.** A recent large-scale study, "The Reading for Understanding Initiative,"[15] reviewed over 200 scholarly articles in an effort to determine what has been learned about reading comprehension. Their findings included the following:

  – *In kindergarten through grade 2, sub-word processes like letter-sound knowledge and phonemic awareness tend to explain most of the variance in reading achievement (with students who have better sub word processing skills being higher achievers). More meaning-based language variables, including receptive and expressive vocabulary, explain increasing proportions of the variance as students move into grades 2 and 3, with students who have developed more vocabulary being higher achievers. This finding raises questions about the long-term benefits of narrow phonics instruction on comprehension, which is so essential for academic success. It suggests meaning-based strategies are crucial to comprehension and literacy attainment.*

  – *The most successful interventions for improving reading comprehension—particularly for older students—involves* collaborative *workgroups that undertake close reading and* discussion *of challenging, often controversial, texts with the immediate goal of mining the texts for information that students can use to meet the longer-term goal of* applying what they learned *to new problems or situations.*

The report concluded that comprehension is the primary goal of learning to read, and that reading comprehension requires more than phonics and phonemic awareness instruction even in the early grades. In addition, writing in response to reading and learning from text improves reading comprehension. A critical finding in the study specifically cites the need for more research particularly directed at underserved populations:

> "At the top of the list should be emergent bilingual learners, a growing but still underserved population. The particular irony of this population is that, even though they bring rich language experiences to the classroom, we seem unable to exploit their first language or interlingual (first to second language connections) linguistic resources to craft effective programs for deep reading experiences in English as a second language. Developing curriculum, and for that matter, assessments, that exploit their linguistic resources, brought into relief by an increasingly prominent and deeper understanding of the role of translanguaging and interlingual expertise (the special knowledge that accrues to students who work in more than one language),[16] represents a real opportunity for scholars of comprehension to embrace in order to better exploit the special resources of bi- and multilingual students." [17]

Literacy Instruction in Dual Language/Bilingual Program Settings

In Dual Language/Bilingual Education (DL/BE) programs, the emphasis is on the development of bilingualism and biliteracy compared to Mainstream and English as a Second Language programs, where the focus is on the development of English literacy only. Over the past 40 years, strong and consistent research has established that emergent bilingual children have benefited greatly from bilingual and dual language programs that develop literacy in English and a partner language (usually the EL participants' home language).[18]

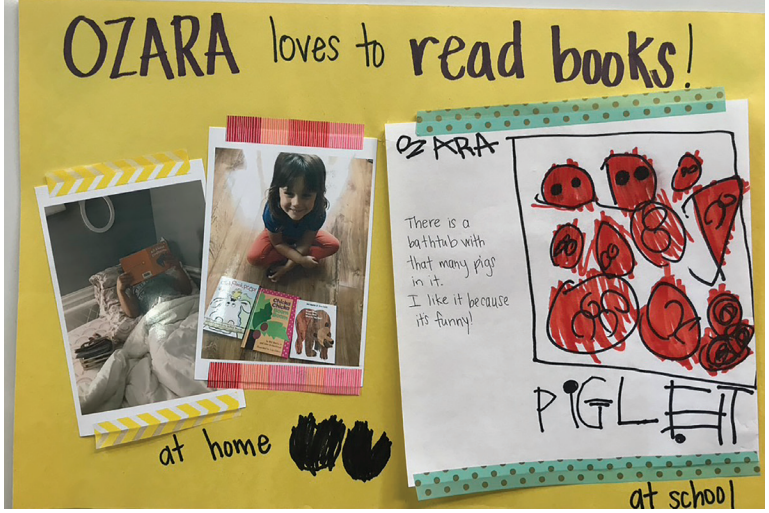
The Continua of Biliteracy (Hornberger, 2008) describes the interrelated and intersecting factors affecting language proficiency for a dual-language person and emphasizes that the more a learning context attends to all the factors, the more fully an individual's bilingualism and biliteracy will develop.[19] The Continua lays the foundation for, and champions holistic learning opportunities that offer expansive, inclusive, and evidence-based opportunities to establish mature bilingualism. The child who arrives in school as a young bilingual is deeply impacted by whether or not the school environment recognizes, welcomes, and leverages their multiple languages and whether or not they embrace bilingual practices. Monolingual pedagogies can result in a subtractive process of language loss of the home language, forfeiting the benefits of biliteracy, while students given the opportunity to develop their bilingualism enjoy more cohesive family relations, more possibilities of attending a four-year college, less likelihood to drop out of school, and healthier bi-cultural and bilingual identities.[20]

Research has demonstrated that teaching emergent bilingual students to read in their home language promotes higher reading achievement in English in the long run. A research synthesis conducted by Lindholm-Leary[21] demonstrated that well-implemented dual language programs show more positive student outcomes in English literacy than monolingual English programs, especially for EL/EB learners. EL/EBs who participate in such programs for 4-7 years close the achievement gap in English literacy with monolingual English learners—and often surpass their monolingual English peers. They also show better school engagement and positive attitudes toward school. In addition, participants in dual language programs achieve biliteracy (literacy in two languages!).

Effective biliteracy instruction and pedagogy involve the strategic and inter-related use of two languages.[22] Bilingual teaching is not repeating the same thing in two languages; rather, biliterate pedagogies provide intentional opportunities for students to make cross-language and cross-cultural connections. Elements of effective literacy instruction in dual language education contexts include the following characteristics:

- *Active engagement in language production (presentational and interpersonal speaking, writing) in* both *languages*
- *Strategically coordinated and aligned literacy instruction in both languages—with a scope and sequence authentic to each language*
- *Use of both languages for meaningful interaction and academic study*
- *An affirming climate for linguistic and cultural diversity, including learning about the benefits of bilingualism and explicit efforts to equalize the status of "minoritized" languages (and communities) with English*
- *Integration of language and culture, intentionally teaching and learning how language reflects culture and way of thinking*
- *Cross-language connections that build a meta-linguistic understanding of how language works across language systems*
- *High quality and equitable instructional materials in both languages*
- *Exposure to high level, expressive and authentic language models*
- *Valid and appropriate dual language literacy assessment*
- *Integration of content with language and literacy development, using content as a bridge across languages.*







What We Know About Appropriate Assessment for English Learners/Emergent Billinguals

Effective literacy instruction is based upon a solid assessment of students' language and literacy skills. For EL/EB students, this requires linguistically valid and reliable assessments. Throughout the history of schooling for language minority children in this country, the tendency to impose English-only literacy and language assessments has inappropriately and unjustly relegated children who do not speak English to inferior schooling. For example, the use of "intelligence tests" (administered in English) in the 1920s resulted in the large-scale assignment of English learner/immigrant children to classes for the "mentally retarded"—where the paradigm of curriculum and instruction assumed fixed, low ability. It wasn't until half a century later that lawsuits struck down the practice of using English intelligence testing and assessment for school placement purposes. However, a widespread belief among educators equating "lack of English" with lesser intelligence still permeates the practices and policies in some locales. Today, despite current federal law requiring valid and reliable assessments for EL/EB students, the use of linguistically/culturally invalid English assessments normed for English speakers continues. This is too often a feature of early literacy assessments.

Appropriate assessment is crucial to good literacy instruction. It must be valid and meaningful—and culturally and linguistically appropriate. For EL/EBs, this requires assessments in which lack of English proficiency is not a barrier to demonstrating what the student knows and can do. The tests should be normed on and validated through a process that includes ELs/EBs. The validity and reliability of assessment is the extent to which a test measures what it claims to measure and does so consistently. For EL/EBs, it is critical to consider the degree to which interpretations of their test scores are valid reflections of the actual knowledge or skill that the assessment is intended to measure.[23] Cultural validity is also an issue. Due to their diverse cultural experiences, EL/EB students' performance should be cautiously evaluated when using traditional assessments created for their English-speaking and U.S- born peers. *"When a bilingual individual confronts a monolingual test... both the test taker and the test are asked to do something they cannot. The bilingual test taker cannot perform like a monolingual. The monolingual test cannot measure the other language."* [24]

EL/EB students benefit significantly from the integration of language development with content, with an emphasis on meaning. Literacy is strengthened when language development/literacy development is integrated with the development of content knowledge.

SECTION 4

One-Size-Fits-All "Science Of Reading" Fails to Address the Unique Needs of EL/EB Students and Does Not Capitalize on Their Strengths

As discussed in Section II of this paper, the research on teaching reading represented by the National Reading Panel has identified a set of interrelated essential components—but subsequent research on ELs consistently shows that these critical components are not sufficient for ELs.[25] It is not an adequate match to what the specific science of reading for EL/EB students recommends. One major gap is the isolation of reading skills from other domains of language and literacy—particularly the lack of adequate focus on the development of oral language skills, the focus on teaching sounds and letters and words in isolation rather than connected to discourse, and opportunities to discuss and write about what is being learned. A focus on teaching sounds and letters, artificial syntax, inauthentic language, and words *in isolation* rather than connected to discourse, and opportunities to discuss and write about what is being learned. Phonics and learning to decode words have a clear and important place in comprehensive literacy programs but implemented in isolation as is too often currently being proposed, they are woefully inadequate. Additionally, labeling this approach as "the science of reading" misrepresents the actual science of reading as singular. It's not. There is no one single approach that "science" has shown works across populations.

The development of literacy by EL/EBs indeed includes all of the challenges implicit in monolingual English speakers' learning to read and write and engages a diversity of linguistic, cognitive, socio-cultural, and academic variables that require connection to oracy and discourse, practices of writing, the integration of literacy development with content and meaning-making, and leveraging of cross-language connections. Throughout the past twenty years, neuroscientific and educational research have built our understanding of the dual language brain, second language and literacy development for EL/EBs, and the impacts of bilingual dual language education. Swimming against what had been a virulent English Only movement and against the now entrenched beliefs about a one-size-fits-all English monolingual approach to literacy instruction, nonetheless, this research is now solidly established.[26] The new research includes guidance on second language development as well as evidence of the effectiveness of well-implemented bilingual approaches for EL/EBs in terms of outcomes in English reading and literacy.

Phonics and learning to decode words have a clear and important place in comprehensive literacy programs but implemented in isolation as is too often currently being proposed, they are woefully inadequate. One major gap is the isolation of reading skills from other domains of language and literacy—particularly the lack of adequate focus on the development of oral language skills.

Because literacy skills are so foundational and the stakes so high, all students should be taught to read and write in the most effective, appropriate way for them. Reading instruction must be tailored to the children being served. Given the high stakes of early literacy for academic success, it is imperative that this specific research base informs policy and practice regarding literacy education for ELs. This means rejecting the misguided and harmful imposition of literacy assessments and literacy approaches designed for English-speaking students upon EL/EB students. It means heeding instead what is known about literacy development and the dual language brain, applying knowledge of second language and biliteracy development, and being guided by assets-oriented, research-based literacy instruction principles.

SECTION 5

Establishing Effective Literacy Policy and Practices Aligned to the Research on Emergent Bilingual Students

Despite this important development of research on language and literacy development for English learner/emergent bilinguals (EL/EBs), a renewed concern about early literacy and a drive to get all children reading at grade level by third grade is tempting many states to limit what should be *robust and informed literacy instruction* to an *uninspired narrow focus* on a few foundational reading skills. We believe that is dangerous. Understanding the relationship between receptive and productive language and between reading, writing, and oracy is falling away. The knowledge about the key role of meaning-making and comprehension and engagement/motivation threatens to be lost. And, absolutely key for EL/EBs, is the tendency to ignore the specific knowledge base about dual language development and the importance of socio-cultural factors. Unfortunately, many policies governing current reading programs and their implementation in the U.S. fail to reflect the scientific research and knowledge base regarding EL/EB learners. When policy and programs do not heed the specific needs and research base related to literacy for EL/EB students, too often, the result is a crucially missed opportunity to provide effective and powerful literacy development for this population that has too often been left behind. This is the danger now in policies driven by the so-called "Science of Reading." In addition, the issues appear to be arising again in current efforts to address the important concern about dyslexia as a cause of reading difficulty. This is a time to avoid simplistic, out-of-date, and inappropriate responses and to instead build national and state efforts around literacy to attend to what we know works for EL/EBs. We cannot prescribe a one-size-fits-all approach to teaching reading when the children who enroll in our schools represent such diversity.

The current policy debate is a test for whether we will fall back on the mistaken patterns of a one-size-fits-all pedagogy of reading designed and based upon research appropriate for English-fluent students, but that sidesteps the needs of EL/EBs. It is a test for whether this may be the time when the considerable knowledge base about the specific approaches most efficacious for dual language learners will be called upon, and whether this is a time when our understanding of the gifts of literacy in multiple languages may be heeded as we weave a new era of early literacy education.



Unfortunately, many policies governing current reading programs and their implementation fail to reflect the scientific research and knowledge base regarding EL/EB learners. When policy and programs do not heed the specific needs and research base related to literacy for EL/ EB students, too often, the result is a crucially missed opportunity to provide effective and powerful literacy development for this population that has too often been left behind.

RECOMMENDATIONS

A large number of EL/EB children in this nation need effective literacy instruction that is comprehensive, flexible, research-based, and targeted for them. We must provide literacy instruction that recognizes, honors, and leverages their dual language brains and builds on the considerable research and knowledge based about what constitutes effective literacy instruction for them.

While there are dangers that this era of concern about early literacy may revert to old damaging patterns, the current attention to the importance of early literacy instruction and the awareness of how crucial literacy is for all students is all an imperative for us to do the following:

1. Reaffirm the understanding that literacy embraces writing as well as reading, and encompasses all five essential components described in the National Reading Panel as crucial and inter-related. We will build upon those findings and heed the National Literacy Panel on Language Minority Children and Youth and the National Academies of Sciences by:

   – *Embracing the dual language brain;*

   – *Scaffolding and targeting instruction for EL/EBs to bolster comprehension, participation, and language development;*

   – *Supporting oral language development as the foundation for literacy; and*

   – *Emphasizing the development of high levels of biliteracy.*

2. Insist that effective literacy instruction is understood not as a one-size-fits-all but should be specific to the needs of various student groups and communities. EL/EBs require attention to their dual language brain and realities—the cross-language imperatives, the hopes and need for biliteracy development.

3. Call for federal and state leadership and investment in effective literacy instruction and in the teachers, curriculum, and resources needed to support the instruction that EL/EBs need.

This paper has summarized the specific research base we should build upon to provide the literacy development appropriate for EL/EB students. It is the literacy education they deserve yet one that has been insufficiently prioritized to enact—until now.

National Committee for Effective Literacy

The National Committee on Effective Literacy (NCEL) uplifts research, policies and practices to ensure that English learner/emergent bilingual students leave school as proficient readers and writers in English and preferably more languages and who thrive and succeed in school and their communities. We are researchers, teacher educators, teachers, administrators, school board members and advocates from across the nation with deep expertise in literacy and the education of English learners/emergent bilingual students.

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ENDNOTES

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National Committee for Effective Literacy

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Joint Statement

Understanding the Difference: The Science of Reading and Implementation for English Learners/Emergent Bilinguals (ELs/EBs)

Members from The Reading League (TRL) and the National Committee for Effective Literacy (NCEL) convened in March 2023 for an in-person summit in Las Vegas discussing the early literacy needs of English learner/emergent bilingual (EL/EB) students. This summit sought to highlight the areas of alignment between experts in the fields of reading science and English learner/emergent bilingual (EL/EB) education.

One universal truth that emerged was that the science of reading has become a buzzword and lightning rod in the greater field of education. Our collective objective is to unite as a community of experts who understand the science of reading as a comprehensive body of knowledge. This knowledge should be embraced and applied to inform instruction, complemented by understanding and addressing the social, linguistic, and cultural factors that impact students. Furthermore, it is important to identify practices that are implemented in schools under the name of the science of reading that do not align with the scientific evidence of how English learner/emergent bilingual students (ELs/EBs) learn to read.

As a nation, we have engaged in a broken game of telephone, observing frequent miscommunications or misinterpretations of the term "the science of reading" that vary depending on the individual spin or schema of the users. So, what is the science of reading? The Science of Reading: Defining Guide (TRL 2022) defines it as:

...a vast, interdisciplinary body of scientifically-based research about reading and issues related to reading and writing. This research has been conducted over the last five decades across the world, and it is derived from thousands

of studies conducted in multiple languages. The science of reading has culminated in a preponderance of evidence to inform how proficient reading and writing develop; why some have difficulty; and how we can most effectively assess and teach and, therefore, improve student outcomes through prevention and intervention of reading difficulties.

Unfortunately, the prevailing understanding of the science of reading as a comprehensive body of knowledge does not always align with common perceptions. Consequently, misconceptions have emerged, including one widely held belief that the science of reading exclusively pertains to research on foundational reading skills. In truth, extensive research has been conducted in numerous domains of reading and writing that necessitate equal attention. Another misconception is that EL/EB students are not included in the corpus of studies referred to as the science of reading. There are multiple studies that have included EL/EB students. Yet it must be acknowledged that there is much more scientific research conducted with monolingual English-speaking children, and that the studies that have included EL/EB students are discussed as an "after-thought" or not referenced at all.

We must ensure all stakeholders understand the importance of lifting the research and neuroscience of bilingualism and biliteracy in conversations about policy, instruction, professional development, and implementation of evidence-based literacy instruction. Arrendondo et al. (2008, p. 16) concluded:

> In our increasingly multilingual and multicultural society, it is important to consider the impact of bilingualism on the development of language, and how exposure to more than one language from a young age might shape an individual's brain both structurally and functionally. In the recent past, bilingualism was thought to impede cognitive and linguistic development, effectively 'confusing' the child's brain with multiple languages. We now know that this is NOT the case.

Additional research related to teaching literacy development for ELs/EBs is needed to advance our understanding of literacy development for these students in both English-medium and bilingual settings as well as our application of effective instructional practices in these settings. Moreover, the

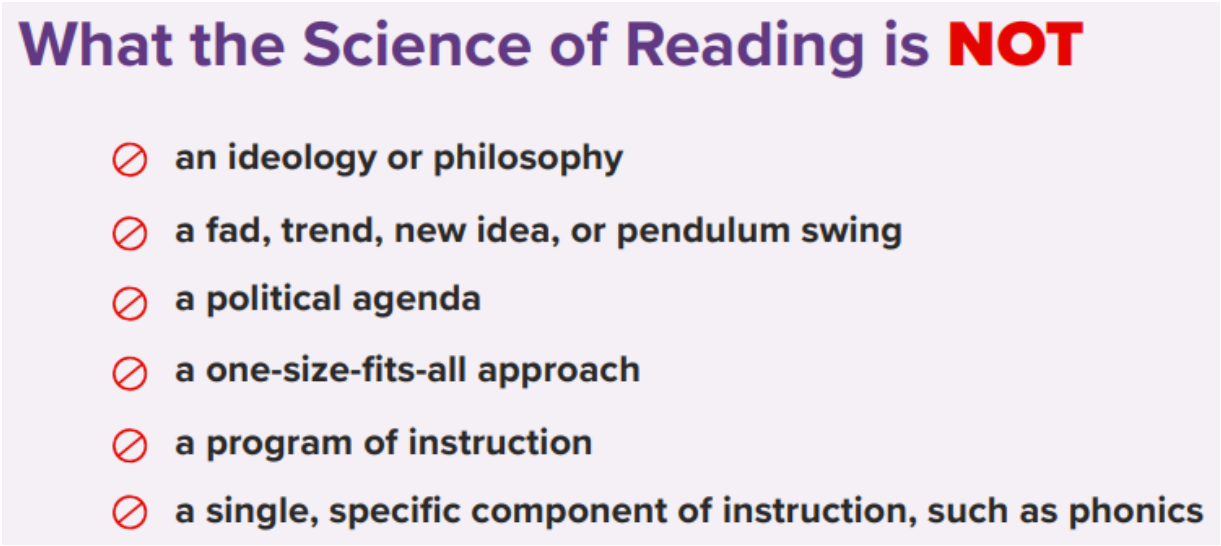
full body of scientifically-based research has not fully translated into the reading practices implemented in classrooms. Too often, publishers, professional learning organizations, and policymakers focus on specific components of reading research or instruction. Comprehensive literacy instruction encompassing the vast body of scientific knowledge cannot be packaged into a single program, box, or presentation, particularly one that emphasizes only phonics, despite publisher and professional learning provider claims. Likewise, policymakers have sometimes focused on specific components from the scientific research base, not the totality of this body of research.

Using this body of scientific research, including the research on teaching emerging bilingual learners, we can uplift practices that support students in developing proficiency in language, reading, and writing—in English and in students' home languages. These practices are illustrated in numerous publications, including The Reading League's Curriculum Evaluation Guidelines and the practices found in the Council of the Great City Schools' Framework for Foundational Literacy Instruction for English Learners. and The Reading for Understanding Initiative emphasizes the importance of not focusing exclusively on foundational skills; nurturing the profound interconnections among knowledge, language, and literacy must be considered. These resources not only provide guidance on instructional practices; they also present scientifically-based research findings from which these practices are derived. This includes research that specifically addresses EL/EBs as exemplified in the *National Literacy Panel on Language Minority Students and Youth*. Additionally, the National Committee for Effective Literacy's Comprehensive Literacy Instruction for English Language Learners includes precursor skills and elements of literacy instruction aligned with the science of reading along with recommendations for essential contexts for literacy development.

Effectively translating this knowledge into practice among schools and educator preparation programs poses a formidable challenge. It necessitates a transformative approach in educator preparation programs to equip teachers with the requisite knowledge and understanding of how to instruct students in reading and writing, as well as the pivotal role of oral language and home language development, particularly for ELs/EBs. It calls for clear, precise, evidence-aligned guidance from federal and state educational

leaders. It demands a sustained commitment from schools and districts to adopt a comprehensive and interconnected approach to literacy development, encompassing instruction, assessment, intervention, the establishment of a multi-tiered system of supports, utilization of evidence-aligned instructional materials, provision of coaching, and ongoing professional learning, among other factors.

School decision-makers face the daunting task of translating knowledge into practice amidst persistently low literacy rates, emerging state mandates, teacher burnout, and diminishing budgets. This makes them susceptible to prioritizing options that appear simple, time-saving, and cost-effective in order to fulfill policy requirements or merely tick a box. Despite good intentions, leaders may mistakenly believe that the practices they implement align with the findings from the science of reading, when in fact they do not. Too often, the instructional practices may inadvertently perpetuate misconceptions regarding what the science of reading is NOT (TRL 2002):



Some examples of reported practices that are **not** supported by the science of reading are:

- A “one-size fits all” curriculum adopted as a singular, “science of reading” checkbox.
- Addressing evidence-aligned instruction only in one tier of instruction (e.g., only in general education, only in intensive intervention).

- Forsaking English language development, oral language development, primary language support or instruction, knowledge in content areas (e.g., history, science, civics), oral read-alouds, comprehension, or writing for the sake of a literacy block that focuses solely on foundational word reading skills.
- A focus on phonics and/or phonic decoding only for an extended period (e.g., 45-90 minutes) that does not include instruction in other subcomponents of language and literacy (e.g., encoding, fluency, vocabulary, comprehension).
- Assigning EL/EB students exclusively to foundational skills interventions (e.g., phonological and phonemic awareness, phonics) without intervening in other areas of literacy, as informed by data from linguistically and culturally appropriate assessments normed on the target population of students.
- Professional development that addresses EL/EBs needs superficially (as an afterthought or addendum).
- Little or no attention to English language development and development of biliteracy for EL/EB students are incorporated into literacy instruction.

So what IS needed to support positive literacy outcomes? This is a complex issue that does not have a simple solution. With the intent of forward momentum and in collaboration, we offer guidance based on evidence to serve as an initial foundation:

- All students must receive comprehensive instruction that includes all the components of literacy including language development, development of content knowledge, vocabulary, foundational skills for decoding, comprehension, and writing.
- Foundational skills such as phonemic awareness, phonics, decoding, and encoding are explicitly and systematically taught to impart the phonology and orthography of the language of instruction. This instructional approach enables students to acquire the alphabetic principle and learn to decode text accurately, automatically, and fluently—a critical foundation for proficient reading and comprehending complex texts.

- An understanding that oral language is acquired naturally, but mapping oral language to written language requires explicit instruction to develop new neural pathways.
- There are differences between literacy development and language development; however, both must be attended to for students to comprehend texts. As such, instructional emphasis must also be placed on oral language development and English language development for English learners, (i.e., students learning to speak and understand English as they are learning to read and write) to ensure students are not simply decoding, or attempting to decode, words that they do not understand.
- A student's home language is an asset that should be valued and nurtured because of its intrinsic value and because it can be used to leverage second language acquisition and second language literacy development. Instructional practices in which teachers' explicitly encourage students to make connections between their home language and English benefit their language and literacy development.
- Whenever possible, students should have access to dual language instruction in which a student is able to learn in their home language *and* in English to work towards the goal of positive literacy outcomes in both languages.
- Emerging neuroscience suggests multilingualism provides benefits to a student's executive functioning due to enhanced cognitive control.
- EL/EB students may have a larger linguistic repertoire in more than one language that should be considered when looking at the totality of a student's literacy skills.
- In bilingual programs, foundational literacy skills should be taught in a manner that is authentic to the language(s) of instruction.
- During instruction, opportunities to integrate language, literacy, writing, and content knowledge should be provided.
- A wide variety of materials that ensure students develop reading skills should feature books and materials that build both foundational skills (e.g., controlled/decodable texts) and rich language and vocabulary, background knowledge, and comprehension skills (e.g., informational texts, narrative texts, poetry).
- Each student comes to the classroom with many assets and capacities including funds of knowledge, family, culture, language, and interests.

- Materials for EL/EB students should be culturally and linguistically responsive. Materials should be age-appropriate, as well as responsive to students' literacy needs as informed by data, while maintaining high expectations.
- Instruction is informed by a variety of assessments in all language(s) of instruction (whenever possible) including teacher observations of children's progress.
- Dedicated time for English Language Development is necessary for all EL/EB students; and should not be removed to make time for interventions.
- Decision-makers must make a long-term commitment to building educator and leader knowledge in the science of reading, *including* research and practice for language and literacy development for ELs/EBs.
- Policies, commercial programs, and professional development must address all components of literacy development for EL/EB students and should consider the role of culturally and linguistically responsive pedagogy.

With this statement, it is our goal to stand unified as a community of experts and assert our vision for what practices will lead to, or deter, equitable outcomes and high achievement for all students, particularly for English Learners and Emergent Bilinguals. Working together with a collective assets-based understanding, focused on alignments and our common goal of advanced literacy outcomes for all students, is the right thing to do for our field and our students.

Signed by,

THE READING LEAGUE

National Committee for Effective Literacy

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- Dr. Jose Viana, Senior Education Advisor, Lexia Learning
- Dr. Brianna Lynn Yamasaki, Assistant Professor for the Department of Psychology, Emory University

Co-signed by the following non-profit and/or professional organizations:





















ReadWa

Two-Way & Dual Language Education
ATDLE

SHELBY LITERACY CENTER
Serving Collierville & the Mid-South

neuhaus
EDUCATION CENTER

MULTILINGUAL MINNESOTA

THE READING LEAGUE Georgia
Sharing knowledge, inspiring change.

THE READING LEAGUE Texas
Sharing knowledge, inspiring change.

California Committee for Effective Literacy



SANDRA DUNAGAN DEAL
CENTER FOR EARLY LANGUAGE AND LITERACY
AT GEORGIA COLLEGE & STATE UNIVERSITY



SEAL











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Multistate Association for
Bilingual Education - Northeast







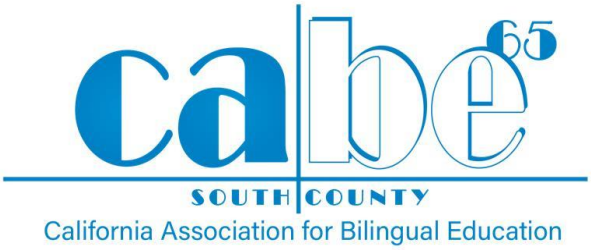


CATESOL


THE
READING
LEAGUE North Carolina


Everest Scholars


THE
READING
LEAGUE Michigan
Sharing knowledge, inspiring change.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SOUTH COUNTY
California Association for Bilingual Education


THE
READING
LEAGUE Indiana
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ADELANTE
SCHOOLS











Center for
Teaching for
Biliteracy



Abriendo Puertas
Opening Doors

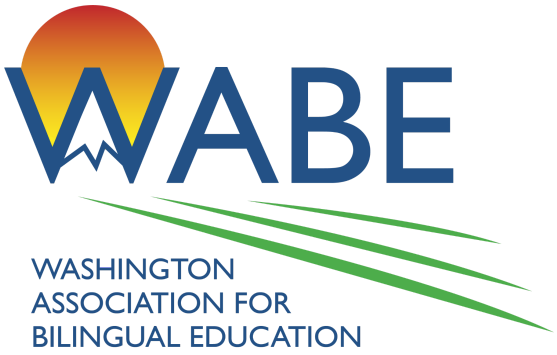

PUBLIC SCHOOLS


THE
READING
LEAGUE Colorado


matsol
EQUITY & EXCELLENCE FOR
MULTILINGUAL LEARNERS
Massachusetts Association of Teachers
of Speakers of Other Languages


TNTP
reimagine teaching


THE
READING
LEAGUE Washington, DC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ASSOCIATION FOR
BILINGUAL EDUCATION


EMMA™
Educators
for a Multilingual
Multicultural America


ALBUQUERQUE TEACHERS
FEDERATION













Student
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ENGLISH LEARNERS SUCCESS FORUM



Illinois Committee for Effective Literacy



Loyola Marymount University
Center for Equity for English Learners



Center for Applied Research and Educational Improvement
University of Minnesota
Driven to Discover®



The Education Trust–West

UCSF Dyslexia Center



Co-signed by the following Individuals:

Dr. Tracy White Weeden, Neuhaus Education Center
Dr. Kathy Escamilla, University of Colorado, Boulder
Dr. Jim Cummins, Professor Emeritus, University of Toronto
Dr. Hollis Scarborough
Phyllis Hardy, Executive Director, MABE
Ester J. de Jong

Dr. Nell K. Duke, Stand for Children and the University of Michigan
Tami Reis-Frankfort, Founder, PhonicBooks
Amy McGovern M.Ed, Reading Specialist
Louise Dechovitz, Co-Founder, Illinois Early Literacy Coalition
Wong Fillmore, Jerome Hutto Professor of Education Emerita, University of California at Berkeley
Rhianna Casesa
Becky Linderholm, Reading & Multilingual Learning Specialist
Margarita E. Calderón, Ph.D.
Dominic Grasso, Ph.D., Asst. Professor, California State University Northridge
Mary Parr-Sanches, President, NEA-NM
Amy Martello
Laura Freeman
Terri Janiak, Literacy Consultant
Leticia Spilane
Juan Van Ginkel
Donna L. Giacoletti, Reading Specialist, AZ
Howie Berman, Executive Director, ACTFL
Andrea Setmeyer, National Chapter Coordinator, The Reading League
Jesse Steif, Ed.S.- President, The Reading League Florida
Piper Riddle, Executive Director NUES
Jenn Marshall-Aletto
Carol Benz
Melissa Vasquez, M.Ed., Instructional Design and Training Specialist
Dr. Alicia Roberts Frank, Regional Administrator for Special Programs, Dyslexia Specialist
April Boyle, Education Specialist
Rachel Griffin, TRL Virtual Coaching Director
Lauren Brannan, Ph.D. Associate Professor of Reading Education
Michelle Young, EL Program Specialist, TRL California Board Member
Charlene Brown, 2nd Grade Teacher
Liliana Rodriguez
Renee Hopper M.Ed., Implementation Coach
Ms. Tonja Gray, TRL Texas BOD Secretary, Adjunct Professor, McMurray University
Allison Caldwell, Dyslexia Specialist
Pam DeMato, Executive Director, Shelby Literacy Center
Jennifer L. Harris

Laura Johnson, Director of Learning Support, Saul Mirowitz Jewish Community School
Ana Gabriela Bell Jimenez, Ph.D.
Robert J. Rogers, M.D.
Christine Quesada, Assistant Director of Literacy and Humanities
Carol M. Johnson
Joel Gomez, President, Center for Applied Linguistics
Kevin Chavez, ATDLE Executive Director
Rosa G. Molina, Executive Director, ATDLE
Anne Brewster, Board President, The Reading League Illinois
Nicole R. Kade - Chief Education Officer, Greenfield Learning Inc.
Maria R. Coady
Jennifer Macias, Multilingual Services Coordinator, OGSD
Dr. Anya Hurwitz, Executive Director, SEAL
Dr. Sonia Soltero, Professor and Chair, DePaul University
Antoinette Gutierrez, Ed.D, Director Multilingual
Gabriela Marquez Clark, District EL Coordinator
Fabiola De La Torre
Dr. Daisy Skelly, ELD Specialist, MO
Mary Murray Stowe, President of the Virginia Branch of the International Dyslexia Association
L. Erika Saito, Ph.D., K-12 Level Assistant Chair
Laura A. Gonzalez, Superintendent
Guadalupe Solis, Ed.D.
Janine Silva, ESOL Teacher
Kim Collins, Dyslexia Specialist, TRL-NC Board Member
Adrian J. Sandoval, Director, Center for the Education and Study of Diverse Populations
Michael Rodriguez, Executive Director, Dual Language Education of New Mexico
Anna Fritz, President, The Reading League Kansas
Vicky Xiong-Lor, Assistant Professor & Hmong Bilingual Authorization Coordinator
Eduardo de León, Executive Director, The Language Academy of Sacramento
Abbey Kerins
Kristen Koeller, President, The Reading League California
Dr. Kathry Futterman, Adjunct Faculty, Cal State East Bay
Holly Gil, Instructional Specialist and Consultant

Margarita Espino Calderon, Ph.D.
Michael Solis, Ph.D., Associate Professor, University of California, Riverside.
Linda Rhyne
Jordan Paxhia-Marion, M.S.Ed. and Founding Director of TRL-CA
Jorge Cuevas Antillón
Rebecca Miles, President, The Reading League Michigan
Clair Wilson Founder Phonic Books
Rebecca Miles, President, The Reading League Michigan
Chris Montecillo Leider, Assistant Professor of Applied Linguistics at University of Massachusetts Boston
Melissa Lear Fisher, Board President, The Reading League Indiana
Dr. Teerath Kaur Grewal
Angela Wright
Dr. Laurie Olsen
Dr. Kathy Futterman-Adjunct Faculty Cal State East Bay
Laura Hamman-Ortiz, Assistant Professor of TESOL and Bilingual Education, University of Rhode Island
Javier Bolivar, Executive Director
Jennifer Diehl
Jennifer Upham - San Diego County Office of Education
Yvonne Williams Director of ML Educator Engagement
Sharon Dunn, MTSS Leadership Consultant, LLC
Ronit Glickman, Teacher
New Mexico Association for Bilingual Education
Adrian A. Pedroza, National Executive Director, Abriendo Puertas/Opening Doors
Anna Navarro, Program Specialist, Multilingual Services
Darcel Sanders, CEO, GO Public Schools
Anthony Burik, CATESOL President
Rabia Hos, Associate Professor, University of Rhode Island
Susan E. Miller, Director, Robinowitz Education Center NJ
Diep Nguyen, Ph.D Director of ELRP
Yolie Flores, President & CEO, Families in Schools
Nicole Leach, NAELPA President
Dr. Ellen Bernstein, President, Albuquerque Teachers Federation
Liliya Stefoglo/WABE President
Jeanne-Marie Wright/WABE Parliamentarian
Jill Castek, University of Arizona

Gwen Perea Warniment, Ph.D. Executive Director, New Mexico Legislative Education Study Committee
Alex Frazier, President, The Reading League Colorado
Silvia Dorta-Duque de Reyes
Alicia Pratt, Coalition Coordinator, Coalition for a Multilingual Rhode Island
Dr. Susan J. McGilvray-Rivet
Alejandrina Velez-Villa
Kimberly U. Leimer
Dr. Julie Esparza Brown, Professor in Special Education
Dr. Barbara “BK” Kennedy, GlobaLingo Education Consulting, LLC
Pedro Mendia-Landa
Maria L. Wilson-Portuondo, Bilingual Special Education and Equity Specialists
Marianne Fiocca-Stern, ESL Teacher and Dyslexia Practitioner
Theresa Austin, Ph.D.
Ruth Silva, Dual Language Teacher, ELD
Allison Briceño
Dr. Pierre de Galbert, Brown University
Dr. Julie Coiro, Professor, University of Rhode Island
Dr. Stefanie Argus, Assistant Professor of Education, Landmark College
Kara E. Clayton, Faculty
Frank Romanelli
Amy Correia, Ph.D., Clinical Assistant Professor of TESOL/BDL
Michelle Schira Hagerman, Professeure agrégée, Faculté d'Éducation de University of Ottawa
Lillian Ardell, PhD, Founder at Language Matters, LLC
Elisabeth Ambroiggio Director of Bilingual and Multicultural Programs
Silvestre Arcos, Learning Designer, Student Achievement Partners
Tori Filler, Literacy Designer, Student Achievement Partners
Carey Swanson, Senior Literacy Designer, Student Achievement Partners
Alysia Bell, President, UNITE-LA
Ryan Pontier
Dr. Sharon Merrill, Board Member, Californians Together, former President, CABTE
Maria R. Coady, Ph.D.
Dr. Patricia Venegas-Weber, Research Scientist, UW Seattle
Laura M. Silva, Multilingual Learner Program Coordinator
Jeanne-Marie Wright, ELL Instructor/WABE Board Parliamentarian
Crystal A. Buskirk, ELD and Multilingual Learner

Jing Ren
Cynthia Garcia-Doane, President, Association of Mexican-American Educators, Inc
Cristina Sánchez-López
Maria Medina, EL Services Coordinator - WJUSD
Liliana Smith
Gloria Cho, Department Head of Bilingual Education, Brockton Public Schools
Michael B. Matsuda, Superintendent
Nirmla G. Flores, Ed.D, Assistant Professor, California State Polytechnic University, Pomona
Vanessa Aramayo, Executive Director, Alliance for a Better Community
Dr. Marina Madrid
Maria M Hernandez, Ed.D.
Elisabeth Ambroiggio Director of Bilingual and Multicultural Programs-Waukegan Public Schools
Samantha Tate, Administrator
Doris Chávez-Linville, Director of Linguistic & Culturally Diverse Innovation @Renaissance
Becky Sullivan, Director, K-12 English Language Arts, Sacramento County Office of Education
Margarita P. Pinkos Ed.D.
Dr. Laura Ascenzi-Moreno, Brooklyn College CUNY
Meredith Liben - Reading Done Right
David Liben
Fawn Canady
Kim Gibbons, Ph.D
Magaly Lavadenz, Ph.D
Sue Pimental
Amelia Van Name Larsen, M.A.Ed.S.

References:

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Literacy Panel on Language-Minority Children and Youth. Journal of literacy research, 41(4), 432-452.

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Berthesda, MD 20814-3952
Phone: (301) 493-4870
Email: jose@drjosemedina.com



Norton Science & Language Academy
Dual Language Services
Three-Year Professional Learning Plan
(Draft)

	Teacher and Administrator Dual Language Support	Dual Language Job-Embedded Coaching	Total Days of Service
2023 - 2024	• C6 Biliteracy Instructional Framework PD for teachers in October 2023 (2 days) • Technical Support with a focus on the language allocation plan in January & February 2024 (1 day)	• C6 Biliteracy Instructional Framework Job-Embedded Support for DL teachers in January 2024 (2 days)	• 5 days of services were completed
2024 – 2025	• C6 Biliteracy Instructional Framework PD for new teachers (2 days) • La clase dual for teachers who have taken the C6BIF PD (1 day) • C6BIF Review for teachers who have taken the C6BIF PD (1 day)	• C6 Biliteracy Instructional Framework Job-Embedded Support: Teacher and Administrator Coaching in Fall 2024 (3 days) • C6 Biliteracy Instructional Job-Embedded Support: Teacher and Administrator Coaching in Spring 2025 (3 days)	• Recommendation: 10 days of services
2025 – 2026	• C6 Biliteracy Instructional Framework PD for new teachers (2 days) • La clase dual for teachers who have taken the C6BIF PD (1 day) • C6BIF Review for teachers who have taken the C6BIF PD (1 day)	• C6 Biliteracy Instructional Framework Job-Embedded Support: Teacher and Administrator Coaching in Fall 2025 (3 days) • C6 Biliteracy Instructional Job-Embedded Support: Teacher and Administrator Coaching in Spring 2026 (3 days)	• Recommendation: 10 days of services



"Lo que se dice, se hace."

Dr. José Medina: Educational Solutions
Services Information

Overview of the Educational Services Company

Dr. José Medina, founder and Chief Educational Advocate of Dr. José Medina: Educational Solutions, established the educational consulting company in November 2017. As the former Director of Global Language and Culture Education at the highly regarded Center for Applied Linguistics (CAL) in Washington DC, Dr. Medina was responsible for guiding all dual language research and professional learning services at CAL. He is a respected dual language expert who serves dual language programs around the world and also, is a frequent keynote speaker on dual language programming and best practices.

Dr. Medina is also one of the authors of the *Guiding Principles for Dual Language Education*. With his own vision, centered on equity and social justice, independently, Dr. Medina leads a team of researchers and practitioners, as they serve dual language programs across the country and internationally, as a means to serve students who have traditionally been marginalized in educational settings.

Dr. Medina is also one of the authors of the *Guiding Principles for Dual Language Education*, and numerous articles focused on serving language learners in varied educational settings. He is also responsible for the development of the *C6 Biliteracy Framework*™, now used in dual language, bilingual, and monolingual settings as the primary tool to lesson plan when serving language learners.

Menu of Services

The list of professional learning opportunities described below are intended to fully meet the needs of educators serving emergent bilingual students. Moreover, the workshops were developed, based on the most recent research and biliteracy instructional best practices, as a means to continue to develop dual language leadership and educator capacity in the school districts served. Additionally, it is important to target the specific needs of the dual language program, and so, the content and delivery may be adapted, in collaboration with district leadership, to fully meet those needs.

Each of the professional learning opportunities described, will be facilitated via six contact hours daily, with an hour for lunch. For workshop style learning, the maximum number of participants will be 40. For keynote addresses, there will be no maximum number of participants.

Each workshop includes handouts that specifically address the content to be covered. A PDF of the handouts will be emailed one week prior to each session, to the school district contact. The school district agrees to copy the handouts and ready them for the professional learning sessions.



"Lo que se dice, se hace."

- **The Dual Language Classroom: Essentials**

  Serving in a dual language program requires an understanding of language acquisition and dual language research. Additionally, dual language teachers rely on specific pedagogical tools that better allow them to serve emergent bilingual students in the classroom. Workshop participants, through the use of the highly regarded *Guiding Principles for Dual Language Education: 3rd Edition*, will be able to engage in interactive activities that will quickly be able to be implemented, while also supporting the three goals of dual language education.

  By participating in the professional learning, participants will be able to:

  - Identify effective best practices, based on the available research, in order to effectively facilitate biliteracy instructional practices in the dual language classroom
  - Assess current curricular and instructional practices that impact the attainment of the three goals of dual language
  - Analyze culturally responsive instructional practices that are important in establishing an inclusive learning environment as part of a dual language program

- **La clase dual: Instrucción en español/The Dual Language Classroom: Instruction in Spanish**

  This session, facilitated completely in Spanish, will allow participants to better understand the linguistic features of the language, that directly impact both literacy and content instruction in Spanish. Additionally, dual language educators who facilitate instruction in Spanish, must be adept at helping students to make cross-linguistic connections, in order to use both program languages as a resource to strengthen both. This hands-on and interactive workshop will assist teachers in better serving students in a Spanish/English dual language program.

  By participating in the professional learning, participants will be able to:

  - Identify the similirities and differences between literacy instruction in Spanish and English, and identify how those impact instructional pedagogy in the dual language classroom



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- Assess current curricular and instructional practices, including cross-linguistic connections, that impact the ability of students to use each of the two program languages to strengthen the other

- Analyze culturally responsive instructional practices, including the valuing of regional Spanish dialects

- **C6 Biliteracy Instructional Framework: Lesson Planning for the Dual Language Classroom**

  The C6 Biliteracy Instructional Framework was designed to specifically align with the research recommendations found in the *Guiding Principles for Dual Language Education: Third Edition*. The framework provides an opportunity for dual language teachers to create lessons that allow emergent bilingual students to access grade level standards regardless of language proficiency in either program language. Additionally, the framework fully targets the three goals of dual language, including the often forgotten sociocultural competence goal. During the two-day workshop, teachers will be engaged in the lesson planning process to specifically meet the needs of students matriculated in dual language programs.

  By participating in the professional learning, participants will be able to:

  - Identify effective best practices, based on the available research, in order to effectively facilitate biliteracy instructional practices in the dual language classroom

  - Determine lesson planning components that are needed to effectively create access to grade level standards through the use of academic and social language

  - Plan for a culturally-responsive lesson that will serve as the foundation for all other instructional planning in the dual language classroom

- **The Dual Language Administrator: Essentials**

  This workshop is designed to provide administrators and teacher leaders, a foundational understanding of the seven dual language strands described in the highly regarded *Guiding Principles for Dual Language Education: Third Edition.* Participants will engage with biliteracy research via interactive activities that will allow them to better serve emergent bilingual students. All activities in the professional learning session will align to the three goals of dual language: bilingualism & biliteracy, high academic achievement in both program languages, and sociocultural competence.



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By participating in the professional learning, participants will be able to:

- Identify effective best practices, based on the available research, in order to effectively guide dual language programs
- Assess current curricular and instructional practices that impact the attainment of the three goals of dual language
- Analyze culturally responsive practices that are importan in establishing an inclusive learning environment as part of a dual language program

- **The Dual Language Administrator: Advanced**

  The advanced dual language leadership professional learning opportunity, builds upon what is established in the essentials workshop. Participants are able to identify areas of strength, and strands that require attention. Through the use of in-depth reflection, using the rubrics in the *Guiding Principles for Dual Language Education: Third Edition*, this tailored workshop allows participants to fully focus on meeting the specific needs of the community they serve.

  By participating in the professional learning, the participants will be able to:

  - Identify specific areas of strength and need for the specific program the lead
  - Distinguish between outdated and more current research and biliteracy instructional practices
  - Create an action plan for next steps, as a means to continuously improve dual language programming and best practices

- **The Dual Language Administrator and/or Teacher: Biliteracy Instructional Rounds**

  Biliteracy instructional rounds allow administrators and teacher leaders the opportunity to engage in deep learning about dual language best practices via guided classroom visits. Through the use of an instructional framework specifically addressing biliteracy best practices, participants will be able to see first-hand the practices that align with the recommendations in the *Guiding Principles for Dual Language Education*.

  By participating in the professional learning, the participants will be able to:

  - Analyze dual language best practices in real time via classroom visits



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- Engage in collaborative dialogue about evidence to support high quality dual language programming and instructional best practices

- Identify personal action items resulting from the professional learning activity

- **The Dual Language Advocate: A Journey Towards Sociocultural Competence**

Dual language educators and leaders must actively advocate for dual language programs. An integral component of this advocacy must include working to ensure that all stakeholders are engaging in conversations about bias, privilege, discrimination, and ultimately, creating educational environments where all students, families, educators, and community members feel valued and respected, as delineated in the third goal of dual language education – sociocultural competence. Participants in this workshop will engage with culturally-responsive strategies that will be able to be implemented at the classroom, school and district levels.

By participating in the professional learning, the participants will be able to:

- Reflect about their own personal journey towards sociocultural competence

- Identify areas of strength and growth at the personal, classroom, school, and district levels, in terms of creating inclusive dual languge environments

- Delineate specific action items that will allow them to personally become stronger dual language advocates for all students and families they serve

- **The Dual Language Teacher: Job-Embedded Support**

Teacher job-embedded support may include one-to-one coaching, structured observation lesson, and/or small group lesson planning. In collaboration with school and district leadership, the facilitator will be able to meet the specific needs of the dual language teacher.

- **The Dual Language Administrator: Technical Assistance**

Technical assistance may include program implementation support, small group professional learning opportunities, parent meetings, and/or job-embedded support. In collaboration with district leadership, the facilitator is able to plan for technical assistance that more directly impacts the stakeholders in that learning community.



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- **The Keynote Address**

  The keynote address professional learning opportunity is specifically designed, in collaboration with district leadership, to address stakeholders' needs. The varied topics can include, but are not limited to: serving language learners, differentiation in dual language programs, sociocultural competence, serving special populations, parent involvement, biliteracy instruction, the three goals of dual language, and testimonios.

Norton Science and Language Academy
2026-2027 Assessment Information

State Assessments

CAASPP - Grades 3, 4, 5, 6, 7, 8, 11
English Language Arts, Mathematics, and Science

Grade Levels	Test Type	Testing Window
3-8, 11	Smarter Balanced Assessment for ELA and Math (SBA)	April 26 through May 28, 2027
5, 8, 11	California Science Assessment (CAST)	April 26 through May 28, 2027
3-8, 11	California Alternative Assessment (CAA) for ELA, Math, and Science as designated by an Individualized Education Plan (IEP)	January 11 through May 28, 2027
3-8, 11	CAASPP Interim Assessments for ELA and Math to practice for the SBA in the spring	September 14, 2026 through March 19, 2027

English Language Proficiency Assessments for California (ELPAC) - All Grades
Assessment of English Learners

Grade Levels	Test Type	Testing Window
All	ELPAC Initial Assessment for students identified for a home language other than English	August 5 through September 4, 2026
All	ELPAC Summative Assessment for students identified as English Learners	February 1 through May 28, 2027

Reading Difficulties Screener - Grades K, 1, 2

Grade Levels	Test Type	Testing Window
1 and 2	Administered in the fall for both English and Spanish	August 10 through August 30, 2026
Kindergarten	Administered in the fall for both English and Spanish	November 9 through November 20, 2026

Physical Fitness Testing (PFT)

Grade Levels	Test Type	Testing Window
5, 7, 9	Physical Fitness Testing	February 1 through May 28, 2027

Local School Site Assessments

Universal Screening: iReady Inform for Reading and Mathematics

Grade Levels	Test Type	Testing Window
2-8	iReady Mathematics Diagnostics administered three times during the school year	Diagnostic 1: August 10, through August 28, 2026
2-8	iReady Reading Diagnostics administered three times during the school year	Diagnostic 2: November 30 through December 17, 2026
9-10	iReady Reading and Mathematics administered three times a year for 9th and 10th grade students	Diagnostic 3: March 3 through March 19, 2027

LAS Links for Spanish and English Development

Grade Levels	Test Type	Testing Window
K-12	Spanish Reading Development for all students in grades K-12 participating in the Dual Language Program English Language Development for all students in grades K-12 who are identified as an English Learner	Initial Assessment for Grades 3-12: October 19 through November 6, 2026 Mid-Year Assessment for Grades K-2: January 19 through February 9, 2027

Climate Survey

Grade Levels	Test Type	Testing Window
4-12	Climate Survey for students and families administered mid-year	February 1 through February 19, 2027

Other Assessments

Grade Levels	Test Type	Testing Window
10	Armed Services Vocational Aptitude Battery Test (ASVAB) to identify possible future careers	October 28, 2026
High School AP students	Advanced Placement Exams Please visit https://apstudents.collegeboard.org/ap-exams-overview	May 3 through May 14, 2027

APPENDIX B

NSLA SELPA Agreement

DESERT/MOUNTAIN
SPECIAL EDUCATION LOCAL PLAN AREA

17800 Highway 18 • Apple Valley, California 92307-1219
(760) 242-6333 • FAX [760] 242-6339

CERTIFICATE OF MINUTES
GOVERNING BOARD OF THE DESERT/MOUNTAIN SELPA

The Governing Board met in regular session on the 13th day of April 2007, at the National Orange Show, Valencia Room, 689 S. "E" Street, San Bernardino, California.

Members Present: 9

Members Absent: 8

Alternates Present: 1

The following Motion was made by Member Chuck Gehrke, seconded by Member Brian Dietz, and approved unanimously on a vote of the Members of the Board:

> The Board of Directors approved the application of Norton Space and Aeronautics Academy Charter School for membership as an independent LEA in the Desert/Mountain SELPA.

Ayes: 10

Nays: 0

Absent: 8

I, Ronald J. Powell, Ph.D., Secretary of the Governing Board of the Desert/Mountain SELPA of San Bernardino County, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board on April 13, 2007.

Dated: April 13, 2007

Signed: _____
Dr. Ronald J. Powell

APPENDIX C

Lease Agreement

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

ORIGINAL

Contract Number 20-185

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	230 South Waterman Avenue, LLC
Contractor Representative	Kevin Porter, Chairman
Telephone Number	
Contract Term	4/21/2020-4/21/2070
Original Contract Amount	$0
Amendment Amount	$0
Total Contract Amount	$0
Cost Center	
GRC/PROJ/JOB No.	
Internal Order No.	

Briefly describe the general nature of the contract:

Ground Lease Agreement between the County of San Bernardino and the City of San Bernardino, jointly as landlord, and 230 South Waterman Avenue, LLC, as tenant, for a term commencing on the full execution of the lease and ending 50 years thereafter with one twenty-year option to extend the term of the lease for approximately 15.63 acres of land at 230 South Waterman Avenue in San Bernardino for tenant's construction and operation of a charter school facility thereon with tenant to construct a new preschool facility for the County on adjacent land jointly owned by the County of San Bernardino and the City of San Bernardino at 205 Allen Street in San Bernardino in lieu of rent for the initial 50-year lease term.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Please see signature page	►	►
Agnes I. Cheng, Deputy County Counsel		Jim Miller, Real Property Manager, RESD
Date 4/21/20	Date	Date 4-20-2020

GROUND LEASE AGREEMENT

COUNTY:	COUNTY OF SAN BERNARDINO 385 N. Arrowhead Avenue San Bernardino, CA 92415-0831
CITY:	CITY OF SAN BERNARDINO 290 N. D Street San Bernardino, CA 92401
TENANT:	230 SOUTH WATERMAN AVENUE, LLC 17500 Mana Road Apple Valley, CA 92307
GUARANTOR:	HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE FOUNDATION, INC. 17500 Mana Road Apple Valley, CA 92307
PROPERTY:	Certain real property legally described on Exhibit "A" attached hereto and depicted in the plat on Exhibit "B" and known as 230 S. Waterman Avenue, San Bernardino, California, comprising approximately 15.63 acres

COUNTY CONTRACT NO: _____

RECITALS

A. CITY and COUNTY are the owners of that certain real property legally described on Exhibit "A" attached hereto and depicted in the plat on Exhibit "B" and known as 230 S. Waterman Avenue, San Bernardino, California, comprising approximately 15.63 acres (the "Property"). In its capacity as an owner, the CITY appoints the COUNTY as the CITY's authorized agent to act on behalf of the CITY in the administration of this Lease unless expressly provided otherwise in this Lease and all references to LANDLORD in this Lease shall collectively mean the CITY and COUNTY, provided that unless otherwise expressly provided otherwise in this Lease, the COUNTY shall act as authorized agent for the CITY. For avoidance of doubt, all references to City and County in this Lease shall refer to its respective capacities as the owners of the Property and nothing in this Lease precludes or shall be interpreted to preclude City or County from acting in its respective capacities as regulatory bodies with jurisdiction over the Property.

B. TENANT desires to lease the Property from LANDLORD for use as a public charter school with the intent that TENANT sublease the Property to TENANT's affiliate, High Desert Partnership In Academic Excellence Foundation, Inc., for TENANT's affiliate to construct certain charter school improvements thereon ("Charter School Improvements") and to operate a public charter school facility known as the Norton Science and Language Academy under a charter granted by the San Bernardino County Board of Education. TENANT's affiliate desires to guarantee TENANT's obligations under the Lease and shall be referred to as the "GUARANTOR."

C. As consideration for the Lease of the Property to TENANT and in lieu of TENANT's monetary payment of monthly rent for the duration of the initial term of the Ground Lease, TENANT shall construct or have constructed a new preschool facility and site improvements ("Preschool Improvements") for COUNTY under the state preschool and federal "Head Start" programs in accordance with a separate Improvement Agreement executed by COUNTY and GUARANTOR on even date with this Lease on that certain real property known as 205 Allen Street, San Bernardino, California, comprising approximately 2.23 acres ("Head Start Parcel"), which is owned by the County and the City, which is located adjacent to the Property.

D. TENANT or an affiliate of TENANT intends to obtain tax-exempt financing, which shall be used to construct the Charter School Improvements on the Property and the Preschool Improvements on the Head Start Parcel with TENANT's leasehold interest in the Property to serve as collateral for said financing, provided that, notwithstanding anything to the contrary in this Lease or in any financing documents, this Lease shall not in any way encumber the Head Start Parcel or the Preschool Improvements.

REFERENCE PAGES

COUNTY:	County of San Bernardino
CITY:	City of San Bernardino
LANDLORD:	Collectively, the City and the County, provided that for purposes of this Lease, the County shall act as authorized agent for the City unless expressly provided otherwise in this Lease.
LANDLORD'S NOTICE ADDRESS:	County of San Bernardino Attn: Real Estate Services Department 385 N. Arrowhead Avenue, Third Floor San Bernardino, California 92415-0831 and City of San Bernardino Attn: City Manager 290 N. D. Street San Bernardino, CA 92401
TENANT:	230 South Waterman Avenue, LLC, a California limited liability company
TENANT'S NOTICE ADDRESS:	230 South Waterman Avenue, LLC 17500 Mana Road Apple Valley CA 92307
GUARANTOR	High Desert Partnership in Academic Excellence Foundation, Inc., a California nonprofit public benefit corporation

PROPERTY:	Certain real property legally described on Exhibit "A" attached hereto and depicted in the plat on Exhibit "B" and known as 230 S. Waterman Avenue, San Bernardino, California, comprising approximately 15.63 acres
USE:	Public charter school serving some combination of grades transitional kindergarten (TK) through 12 operating under a charter granted by the San Bernardino County Board of Education and ancillary administrative office uses and for no other purposes
LEASE COMMENCEMENT DATE:	On the date that the last of the parties has executed this Lease
LEASE TERM:	Fifty (50) Years from the Lease Commencement Date unless earlier terminated in accordance with this Lease
OPTION TO EXTEND LEASE TERM:	One (1) Option for Twenty (20) Years on the terms and conditions set forth in the Lease

EXHIBITS

"A" Property - Legal Description
"B" Property - Plat
"C" Form of Subordination and Attornment Agreement
"D" List of Former County Officials
"E" Form of Guaranty of Lease
"F" Form of Sublease for Affiliate Transferees

LEASE AGREEMENT

By this Lease, LANDLORD, as lessor, leases to TENANT, as lessee, and TENANT leases from LANDLORD, the Property on the terms and conditions set forth in this Lease. The Reference Pages, including all terms defined thereon, and Recitals are incorporated into and made a part of this Lease. The LANDLORD and TENANT shall each be referred to as a "Party" and shall collectively be referred to as the "Parties."

1. **PROPERTY.** LANDLORD, in consideration of covenants and conditions herein set forth, hereby leases to TENANT and TENANT leases from LANDLORD the Property on the terms and conditions set forth in this Lease. The Property is more particularly described in the legal description set forth on Exhibit "A" and depicted in the plat set forth on Exhibit "B" hereto. The Property is leased to TENANT in AS-IS condition, subject to all easements, reservations, restrictions, rights and rights-of-way. For avoidance of doubt, and notwithstanding anything to the contrary in this Lease, the Parties hereby acknowledge and agree that the Head Start Parcel is not part of the Property leased by TENANT under this Lease and is not subject to this Lease.

2. **USE**. The Property shall be used only for the Use set forth on the Reference Pages and for no other purpose. TENANT shall not use or permit the use of the Property in a manner that is unlawful or immoral, creates waste or a nuisance, or causes damage to the Property or neighboring properties. TENANT shall not do or permit anything to be done in, on, under, or about the Property which will in any way obstruct, interfere, injure, annoy, or disturb the rights of occupants or visitors to the Property or the neighboring properties. TENANT shall not sell or permit the sale of any alcoholic beverages from the Property. TENANT agrees that any personal property that is stored outside will be stored in a neat and orderly manner Unattractive and/or unsightly outside storage shall not be permitted in public view under any circumstances. TENANT shall not place or permit the placement on the Property or maintain or permit the maintenance on the Property of any modular, portable, temporary, prefabricated, or similar structure during the Term of this Lease. TENANT shall comply with all Applicable Laws related to the use and development of the Property, including the requirements of the Federal Aviation Administration, as may be amended. Upon development of the Charter School Improvements and occupancy of the same on the Property by TENANT, the same shall conclusively be deemed to be fit and proper for the purposes for which TENANT shall use the Property.

3. **TERM**.

A. Term. The obligations of the Parties pursuant to this Lease shall commence on the Lease Commencement Date and shall expire upon the expiration or earlier termination of the Lease Term as set forth in the Reference Pages ("Initial Term"), unless extended as provided in Paragraph B of this Section.

B. Option to Extend Term. TENANT shall have one (1) option to extend the Initial Term of the Lease for twenty (20) years (the "Lease Term Extension Option") in accordance with the following provisions:

1. TENANT shall have one (1) option to extend the Term as to the Property by twenty (20) years (the "Lease Term Extension Option") on the same terms and conditions as the Lease, except for Monthly Rent for the Property. To exercise the Lease Term Extension Option, TENANT shall provide CITY and COUNTY with concurrent written notice of such exercise no more than eighteen (18) months and no less than twelve (12) months prior to the end of the Initial Term. If the TENANT exercises the Lease Term Extension Option, such term shall be referred to as the "Extended Term."

2. The Monthly Rent for the Property during the initial year of the Extended Term shall be adjusted by good faith negotiation of the Parties to the fair market monthly rental rate then prevailing based on the monthly rental rate of comparable leased properties in the County of San Bernardino. Thereafter, the monthly rental rate for each subsequent year during the Extended Term shall be increased by a market escalation factor (for instance, a percentage or fixed annual increases) then prevailing for comparable leased properties in the County of San Bernardino (the monthly rental rate for the initial year of the Extended Term and the annual escalation factor shall hereinafter be collectively referred to as the "FMV Rent"). If the Parties have been unable to agree on the FMV Rent for the Property within five (5) months of TENANT's exercise of its option, said FMV Rent shall be determined through arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the FMV Rent for the Property is determined by arbitration and TENANT does not, for any reason, agree with such determination, TENANT shall have the right to terminate the Lease by providing LANDLORD with written notice not later than thirty (30) days after TENANT's receipt of the arbitration-determined FMV Rent. In the event TENANT does not so terminate the Lease, TENANT shall commence paying the arbitration-determined FMV Rent on the first day of the Extended Term and on the first day of each calendar month thereafter with the arbitration-determined annual escalations on each anniversary of the first day of the Extended Term for the duration of the Extended Term. Unless individually referred to, the Initial Term and the Extended Term, if any, shall hereinafter be collectively referred to as the "Term."

3. **Effect of Default on Extension Option.** If TENANT is in Default of this Lease at the time of exercise of the Lease Term Extension Option or at any time thereafter up to the commencement date of the Extended Term, LANDLORD agrees to provide written notice to TENANT of any existing Defaults during such period. If TENANT fails to cure such Default to the reasonable satisfaction of LANDLORD on or prior to the later of six (6) months prior to end of the Initial Term or thirty (30) days after notice, then the Extended Term shall not commence and TENANT's exercise of the Lease Term Extension Option shall be deemed null and void and this Lease shall automatically expire at the end of the Initial Term. If TENANT is in Default at any time during the final six (6) months of the Initial Term beyond any applicable notice and cure period, then the Extended Term shall not commence and TENANT's exercise of the Lease Term Extension Option shall be deemed null and void and this Lease shall automatically expire at the end of the Initial Term. For avoidance of doubt, nothing in this paragraph shall limit LANDLORD's rights to pursue any rights and remedies resulting from any Default

occurring at the time of TENANT's exercise of the Lease Term Extension Option and before the commencement of the Extended Term.

4. CONSIDERATION.

A. Rent. In lieu of TENANT's monetary payment of Monthly Rent for the Property during the Initial Term and as a material inducement the willingness of LANDLORD to enter into this Lease, TENANT shall, at no cost to LANDLORD, construct or have constructed the Preschool Improvements on the separate Head Start Parcel in accordance with a separate Improvement Agreement executed by COUNTY and GUARANTOR on the same date as this Lease ("Improvement Agreement") and perform or have performed certain obligations regarding the Preschool Improvements , as more specifically set forth in the Improvement Agreement. The Parties agree that the value of the monetary monthly rent for the Property for the duration of the Initial Lease Term is equivalent to the value of the Preschool Improvements to be constructed and the other obligations to be performed by or on behalf of TENANT under the Improvement Agreement.

B. Performance by Guarantor. In accordance with the terms of an Improvement Agreement, GUARANTOR shall, on behalf of TENANT, construct the Preschool Improvements on the separate Head Start Parcel in accordance with the Improvement Agreement and perform certain obligations regarding the Preschool Improvements, as more specifically set forth in the Improvement Agreement. The Parties acknowledge and agree that GUARANTOR's failure to perform GUARANTOR's obligations under the Improvement Agreement shall not relieve TENANT from TENANT's obligations to comply with Section 4.A.

C. Additional Consideration. As additional consideration for this Lease, TENANT agrees that any improvements that are permitted under this Lease, including but not limited to the Charter School Improvements and all utilities installed at the Property, shall become the property of LANDLORD at the end of the Term or any earlier termination thereof without compensation to TENANT. TENANT shall execute any documentation necessary to transfer such improvements to LANDLORD without encumbrance at the end of the Term or any earlier termination thereof.

D. Late Payment Fees and Interest. If any monthly rent or other monetary sums due under this Lease (collectively, "Rents") are not paid when due and payable, TENANT shall pay to LANDLORD an additional fifty and 00/100 Dollars ($50.00) for each overdue Rent as an administrative processing charge. The Parties agree that this administrative processing charge represents a fair and reasonable estimate of the costs that LANDLORD will incur by reason of the overdue Rent. Acceptance of any administrative processing charge shall not constitute a waiver of TENANT's default with respect to the overdue Rent or prevent LANDLORD from exercising any of the other rights and remedies available to LANDLORD. Rents not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month until fully paid.

5. LEASEHOLD ENCUMBRANCES

A. Non-Subordination of Landlord Fee Interest and Head Start Parcel. This Lease and all rights and interests of TENANT or any person claiming through or under TENANT's leasehold interest herein is and shall at all times be subject and subordinate to LANDLORD's fee interest in the Property. In no event shall LANDLORD be required to or be deemed to have subordinated or encumbered any portion of its fee interest in the Property as security for any TENANT financing. In the event of any conflict between any financing and loan documents and this Lease, this Lease shall control and neither TENANT nor any leasehold encumbrance holder shall obtain any greater rights in the Property than the TENANT possesses under this Lease. For avoidance of doubt, and notwithstanding anything to the contrary in this Lease, the Parties hereby acknowledge and agree that, notwithstanding anything to the contrary in this Lease or in any financing documents, this Lease shall not in any way encumber the Head Start Parcel or the Preschool Improvements thereon.

B. CONSTRUCTION FINANCING.

1. To finance or refinance development of the Property and the construction of the Charter School Improvements thereon and the construction of the Preschool Improvements on the Head Start Parcel and for no other purpose, TENANT may encumber its leasehold interest in the Property under this Lease to a lender furnishing construction financing to TENANT (or permanent financing to reimburse TENANT for the costs of said construction), provided that in no event shall the Head Start Parcel or the Preschool Improvements be encumbered in any manner. The Parties hereby acknowledge and agree that TENANT shall not have the right to encumber its leasehold interest in the Property to finance any other charter schools, programs, or foundations operated by TENANT or any of its affiliates. The proposed lender or beneficiary of any encumbrance under this Section 5.B must be reasonably approved by LANDLORD (such approved mortgagee or beneficiary shall be referred to herein as "LENDER"), which approval may be subject to terms and conditions reasonably acceptable to LANDLORD, including but not limited to that TENANT is not in Default at the time of approval, all relevant financing documents shall be delivered to LANDLORD for review at least thirty (30) days prior to closing, the Lease controls in the event of any conflict, and LENDER promptly re-conveys all leasehold interest upon repayment. LANDLORD agrees to promptly and diligently review all financing documents provided by TENANT, and shall provide written notice to TENANT of any objections within fifteen (15) business days after delivery. If the encumbrance is approved by LANDLORD, the Parties and LENDER shall execute an agreement in substantially the form attached as Exhibit "C" hereto with respect to such lien or encumbrance (referred to herein as an "Approved Encumbrance") to confirm the terms of the remainder of this Section B. LANDLORD agrees to execute an estoppel certificate in a form reasonably approved by LANDLORD to certify the status of the Lease and the performance by TENANT of its obligations hereunder. COUNTY's RESD Director shall have the authority to review encumbrance requests, and if approved, to execute on behalf of LANDLORD the form of Exhibit "C" and an estoppel certificate in a form approved by LANDLORD's counsel. The CITY hereby authorizes the COUNTY's RESD Director to execute such documents as an authorized

agent for the CITY, provided that the CITY has been given a minimum of ten (10) days prior written notice of such execution. Any encumbrance without LANDLORD's approval shall be void and shall constitute a default under this Lease. LANDLORD's approval to any one encumbrance shall not constitute a waiver of LANDLORD's right to require approval to any subsequent encumbrance. LANDLORD hereby consents to the encumbrance of TENANT's leasehold interest to Wilmington Trust, as trustee under the Indenture of Trust dated as of June 1, 2020 by and between California Enterprise Development Authority, and Wilmington Trust, National Association, pursuant to which the California Enterprise Development Authority Charter School Revenue Bonds (Norton Science and Language Academy Project) Tax-Exempt Series 2020A and California Enterprise Development Authority Charter School Revenue Bonds will be issued to finance the construction of the Charter School Improvements on the Property and the Preschool Improvements on the Head Start Parcel, subject to the parties and said trustee's execution of a subordination agreement substantially in the form of Exhibit "C".

2. Upon default by TENANT under any of the terms of an Approved Encumbrance, subject to the terms of this Lease, LENDER may exercise any rights provided in such Approved Encumbrance, provided that before any sale of TENANT's leasehold interest, whether under power of sale or foreclosure, LENDER shall give to LANDLORD written notice of the same character and duration as is required to be given to TENANT by the terms of the Approved Encumbrance or the laws of the State of California.

3. If any default under an Approved Encumbrance shall continue after the giving of LENDER's notice, LANDLORD, prior to sale of the leasehold interest, shall have the right to correct such default at TENANT's cost, which shall be reimbursed by TENANT upon demand, and/or exercise LANDLORD's remedies, including but not limited to initiating an action to terminate this Lease, provided that at LENDER's request, LANDLORD shall enter into a new Lease with LENDER on the same terms as this Lease for the remainder of the term of this Lease.

4. If a sale or foreclosure under an Approved Encumbrance occurs or if the LENDER or its assignee acquires the leasehold interest by assignment in lieu of foreclosure, LENDER or said permitted assignee, as successor in interest to TENANT, will be bound by all the terms of this Lease and will assume all the obligations of TENANT hereunder, including, but not limited to, TENANT's obligations in Paragraph 4.A.

5. As long as the Approved Encumbrance remains in effect, a LENDER shall have the same rights as the TENANT has under this Lease, at any time during the Term, to enter the Property to (A) do any act or thing required of TENANT hereunder, within the time TENANT is required to perform such act or thing hereunder, whenever failure to do such act or thing would constitute a default hereunder, provided that prior to any Default, LENDER shall provide written notice to LANDLORD if LENDER acts on behalf of TENANT; and/or (B) cure any Default; and LANDLORD shall accept such performance or cure by a LENDER as if TENANT had performed. No LENDER shall be required to cure any default of TENANT unless such LENDER has elected to

acquire the leasehold interest in writing or via foreclosure or deed in lieu thereof. Any notice to TENANT given pursuant to this Lease, including notice of a default or a termination of this Lease, shall be delivered simultaneously to any such LENDER if LENDER has provided its notice address to LANDLORD. LANDLORD agrees that if TENANT fails to cure any default under the Lease within the time provided for in the Lease, except for defaults due to TENANT's failure to pay monetary Monthly Rent, TENANT's failure to comply with Section 4.A of the Lease, or GUARANTOR's failure to construct and complete the Preschool Improvements on the Head Start Parcel in accordance with the Improvement Agreement for which no additional time shall be granted to LENDER (unless expressly set forth in the Improvement Agreement), LENDER shall have an additional ten (10) business days after LENDER's receipt of written notice of Default within which to cure such default, provided if such Default is of a nature that it cannot reasonably be cured within ten (10) business days then so long as LENDER commences cure within said ten (10) business days and thereafter diligently prosecutes such cure to completion, (A) if possession of the Property is not required to prosecute and complete a cure of the Default, LENDER shall have a reasonable period to cure such Default, not to exceed 30 days from LENDER's receipt of the written notice of Default, (B) if possession of the Property is required to prosecute and complete a cure of a Default (other than a Default described in Section 18.A.2 hereof), LENDER shall have a reasonable period to cure such Default, not to exceed such time as reasonably necessary to obtain possession of the Property plus 60 days or (C) LENDER shall have a reasonable period to cure any Default described in Section 18.A.2 hereof by entering into a new sublease agreement with a duly authorized replacement charter school operator or other lawful educational user, provided that, immediately upon obtaining possession, and until commencement of the new sublease, LENDER covenants and agrees to diligently perform building maintenance and groundskeeping services as necessary to immediately remedy any condition of blight or unsightly appearance in the Charter School Improvements.

6. LANDLORD shall provide LENDER with notice at the same time that it provides notice to TENANT of any Default, including those that would result in any surrender of the Property or termination of the Lease. No amendment of the Lease that modifies any of its material economic terms, including this Section 5, or the Term shall be valid without LENDER's prior written consent. TENANT shall be required to obtain such LENDER's prior written consent prior to the execution of such amendment.

7. If any LENDER acquires TENANT's leasehold interest in the Property by deed-in-lieu or at a foreclosure of its Approved Encumbrance, this Lease shall continue in full force on the same terms and conditions. Neither LENDER nor its assignee shall assign this Lease, sublease any portion of the Property or appoint an agent to operate any portion of the Property without obtaining the prior written approval of CITY and COUNTY. Such approval shall not be unreasonably withheld, conditioned or delayed so long as the proposed assignee, subtenant or agent has demonstrated substantial experience in the operation of facilities similar to the Charter School Improvements.

8. LANDLORD acknowledges that all or a portion of the improvements to be constructed on the Property will be financed or refinanced by TENANT with proceeds of obligations ("Tax-Exempt Obligations") issued for the benefit

of TENANT the interest on which is intended by TENANT to be excludable from gross income for federal income tax purposes. LANDLORD further acknowledges that, to maintain the federally tax-exempt status of the Tax-Exempt Obligations, TENANT must ensure that the Property (including all improvements thereto) are managed, operated and owned consistent with applicable provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"), and the Treasury Regulations thereunder (the "Regulations") for the full term of the Tax-Exempt Obligations. TENANT shall have the sole obligation to comply with such provisions of the Tax Code and Regulations, LANDLORD acknowledges the following as it relates to the Tax-Exempt Obligations:

a. LANDLORD and TENANT reasonably expect that the Property (including all improvements thereto) will be used exclusively as a charter school facility that will be managed and operated by TENANT or an affiliate of TENANT for the full term of this Lease. LANDLORD and TENANT further reasonably expect that no third-party manager or service provider will be engaged to manage or operate the Property (including any improvements thereto). LANDLORD and TENANT agree to not change the management, operation or nature of the Use of the Property (including any improvements thereto) prior to 120 days after providing written notice to LENDER of such change in management, operation or nature of the Use.

b. LANDLORD reasonably expects that the Property (including all improvements thereto) will be owned by LANDLORD and leased solely to TENANT for the full term of this Lease. LANDLORD agrees to not sell or otherwise dispose of any portion of the Property (including any improvements thereto) (to the extent otherwise permitted under this Lease) prior to 120 days after providing written notice to TENANT of such sale or other disposition.

c. LANDLORD agrees to cooperate with TENANT, at no cost to LANDLORD, to provide TENANT with such reasonable information concerning the ownership of the Property (including all improvements thereto) as TENANT may reasonably request from time to time during the term of this Lease for TENANT to maintain the federally tax exempt status of interest on the Tax-Exempt Obligations.

6. MAINTENANCE OF PROPERTY.

A. TENANT agrees that it shall have the sole responsibility to repair and maintain all aspects of the Property and keep the Charter School Improvements in good working order, condition, and repair for the duration of the Term and in accordance with all Applicable Laws. The term "Applicable Laws" shall refer to all statutes, laws, ordinances, regulations, codes, rules, standards, and other requirements pertaining to construction, use, operation, and management of the Charter School Improvements and the Property as adopted and enforced by the applicable federal, state, local, regulatory, and judicial authorities ("Governmental Authorities"). Applicable Laws shall include, but is not limited to, the California Building Standards Code as adopted and enforced by the applicable Governmental Authorities. In the event that an Applicable Law is changed during the Term of this Lease in a manner that necessitates an alteration of the Charter

School Improvements or the Property, TENANT shall bear the sole cost and expense necessary to comply with such change in the Applicable Law.

B. Utilities. TENANT agrees that all utilities, including but not limited to electrical, water, gas, telephone, refuse collection, and sewage disposal to Charter School Improvements and the Property and maintenance of any utility lines or connections shall be the sole responsibility of TENANT at its own cost and TENANT shall pay such costs directly to the utility or service provider.

7. INSURANCE.

A. Basic Insurance Requirements. Without in any way affecting TENANT's obligation to defend and indemnify CITY and COUNTY as herein provided, and in addition thereto, TENANT shall secure and maintain the following types of insurance with the following minimum limits throughout the Term of this Lease:

i. Workers' Compensation/Employers Liability. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons providing services on behalf of TENANT and all risks to such persons under this Lease. TENANT agrees that TENANT's volunteers are required to be covered by accident insurance and/or workers' compensation.

ii. Commercial/General Liability Insurance. TENANT shall carry General Liability Insurance covering all operations performed by or on behalf of TENANT providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. The policy coverage shall include:

1. Operations and mobile equipment.
2 Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. $2,000,000 general aggregate limit.

iii. Commercial Property Insurance providing special form insurance coverage for the buildings, fixtures, equipment and all improvements constituting any part of the Property. Said special form insurance shall provide broad coverage concerning potential risks but shall exclude earthquake liability and shall provide limited coverage for flood risks. Coverage shall be sufficient to insure one hundred percent (100%) of the replacement cost of the Charter School Improvements.

iv. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles and passenger vehicles. The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If TENANT owns no autos, a non-owned auto endorsement to the general liability policy described above is acceptable.

v. Environmental Liability Insurance. Environmental liability insurance with a combined single limit of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

vi. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

vii. If TENANT performs any construction of the Property, TENANT shall also procure and maintain coverages as follows:

1. For construction contracts for projects over One Million Dollars ($1,000,000) and less than Three Million Dollars ($3,000,000) require limits of not less than Three Million Dollars in General Liability and Auto Liability coverage.

2. For construction contracts for projects over Three Million Dollars ($3,000,000) and less than Five Million Dollars ($5,000,000) require limits of not less than Five Million Dollars ($5,000,000) in General Liability and Auto Liability coverage.

3. For construction contracts for projects over Five Million Dollars ($5,000,000) and less than Ten Million Dollars ($10,000,000) require limits of not less than Ten Million Dollars (10,000,000) in General Liability and Auto Liability coverage.

4. TENANT agrees to require all parties, subcontractors, or others, including, but not limited to, architects, it hires or contracts with in relation to the Lease to provide insurance covering the contracted operations with the requirements in this Section 7 (including, but not limited to, waiver of subrogation rights) and naming COUNTY and CITY as an additional insured. TENANT agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

5. Course of Construction/Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials

to be used on the construction project. The insurance policy shall not have any coinsurance penalty.

B. Required Policy Provisions. Each of the insurance policies which TENANT is required to procure and maintain as part of this Lease shall include the following provisions:

1. Additional Insured. All policies, except for the Workers' Compensation, shall contain endorsements naming COUNTY and CITY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the TENANT's use of the Property and TENANT's performance of its obligations under this Lease. The additional insured endorsements shall not limit the scope of coverage for COUNTY or CITY to vicarious liability but shall allow coverage for LANDLORD to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

2. Waiver of Subrogation Rights. TENANT shall require the carriers of required coverages to waive all rights of subrogation against COUNTY and CITY and their officers and employees. All general or auto liability insurance coverage provided shall not prohibit TENANT and TENANT'S employees or agents from waiving the right of subrogation prior to a loss or claim. TENANT hereby waives all rights of subrogation against COUNTY and CITY.

3. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by LANDLORD.

4. Severability of Interests. TENANT agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between TENANT and LANDLORD or between LANDLORD and any other insured or additional insured under the policy.

5. Proof of Coverage. TENANT shall furnish Certificates of Insurance to the COUNTY Real Estate Services Department (RESD), administering the Lease on behalf of LANDLORD, evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of any work on or use of the Property, and TENANT shall maintain such insurance from the Lease Commencement Date until this Lease is expired or earlier terminated. TENANT agrees to provide at least thirty (30) days written notice to COUNTY RESD prior to any termination or expiration of said insurance coverage. Within fifteen (15) days of the Lease Commencement Date, TENANT shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

6. Acceptability of Insurance Carrier. Unless otherwise approved by COUNTY's Department of Risk Management, administering the Lease on behalf of LANDLORD, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Insurance provided by a joint powers authority shall be deemed to satisfy the foregoing requirement.

7. Deductibles: Any and all deductibles or self-insured retentions in excess of $10,000.00 shall be declared to and approved by COUNTY's Risk Management.

8. Insurance Review. Insurance requirements are subject to periodic review by LANDLORD. COUNTY'S Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever COUNTY'S Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of LANDLORD. In addition, COUNTY'S Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against LANDLORD, inflation, or any other item reasonably related to LANDLORD risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Lease. TENANT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of LANDLORD or COUNTY's RESD or COUNTY's Department of Risk Management to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of LANDLORD.

9. Failure to Procure Insurance. All insurance required must be maintained in force at all times by TENANT. Failure to maintain said insurance, due to expiration, cancellation, or other reasons shall be cause for LANDLORD to give notice to immediately suspend TENANT'S use of the Property. Failure to reinstate said insurance within thirty (30) days of notice to do so shall be cause for termination and for forfeiture of this Lease, and/or LANDLORD, at their discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by LANDLORD shall be repaid by TENANT to LANDLORD upon demand but only for the pro rata period of non-compliance.

10. LANDLORD shall have no liability for any premiums charged for such coverage(s). The inclusion of CITY and COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with TENANT.

11. TENANT agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of the Property and the performance of TENANT's obligations hereunder to provide insurance covering the contracted operation with the basic requirements in this Section 7 (including waiver of subrogation rights) and naming COUNTY and CITY as an additional insured. TENANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

8. INDEMNIFICATION. TENANT agrees to indemnify, defend (with counsel reasonably approved by CITY and COUNTY), and hold harmless COUNTY and CITY and their respective authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of this Lease or occurring on, in, under or about the Property from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY and CITY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The TENANT's indemnification obligation applies to the "active" as well as "passive" negligence of COUNTY or CITY but does not apply to the "sole negligence" or "willful misconduct" of COUNTY or CITY within the meaning of Civil Code Section 2782.

TENANT further agrees to indemnify, defend (with counsel reasonably approved by CITY), and hold harmless CITY and its respective authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out TENANT's construction of Preschool Improvements from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CITY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The TENANT's indemnification obligation applies to the "active" as well as "passive" negligence of CITY but does not apply to the "sole negligence" or "willful misconduct" of CITY within the meaning of Civil Code Section 2782.

County agrees to indemnify, defend (with counsel reasonably approved by CITY), and hold harmless CITY and its respective authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages, and/or liability arising out of the COUNTY's use of Preschool Improvements for any purpose including operation of its federal Head Start programs from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CITY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The COUNTY's indemnification obligation applies to the "active" as well as "passive" negligence of CITY but does not apply to the "sole negligence" or "willful misconduct" of CITY within the meaning of Civil Code Section 2782.

9. EXEMPTION FROM LIABILITY. Neither CITY nor COUNTY shall be liable for any injury or damage to the person or property of TENANT or its employees, contractors, invitees, customers, or any other person on, in, under or about the Charter School Improvements nor the Property, whether such damage or injury is caused by or

results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects in pipes, fire sprinklers, wires, appliances, plumbing systems, fixtures, air conditioning systems or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising on or from Charter School Improvements or the Property. Neither CITY nor COUNTY shall be liable for any damages arising from any act or neglect of any other tenant, licensee, or other occupant or user at the Property or from LANDLORD's failure to enforce the provisions of any other lease, license, or other occupancy or use agreement at the Property. Notwithstanding anything to the contrary in this Lease, neither CITY nor COUNTY shall be liable for any injury or damages to TENANT or its employees, contractors, invitees, customers, or any other persons' business or any loss of income or profit therefrom, or for any special, incidental, consequential, or punitive damages allegedly sustained by TENANT or its employees, contractors, invitees, customers, or any other person.

10. TAXES, ASSESSMENTS, LICENSES AND PARCEL LINES. In the event that TENANT is an entity that qualifies for any tax-exempt status, LANDLORD agrees to cooperate with TENANT to facilitate, at no cost to LANDLORD, TENANT's efforts to apply for the benefits of any tax-exempt status. TENANT shall pay before delinquency any other real property taxes, assessments, fees, or charges, which may be levied or assessed upon the Property, improvements or fixtures installed or belonging to TENANT and located in or on the Property. TENANT shall also pay all license or permit fees necessary or required by law for the conduct of TENANT's business or operation.

11. CHARTER SCHOOL IMPROVEMENTS

A. The Parties anticipate that TENANT will construct or have constructed, at TENANT's sole cost and expense, the Charter School Improvements, consisting of permanent buildings, improvements and facilities, on the Property, provided however nothing in this Lease requires TENANT to construct or have constructed the Charter School Improvements. For avoidance of doubt, whether the Charter School Improvements are constructed or not, the Lease shall remain in effect on its terms and conditions, including but not limited to TENANT's obligations in Section 4.A as TENANT's consideration under this Lease.

B. Reserved.

C. LANDLORD agrees that TENANT's construction of the Charter School Improvements shall be determined by TENANT in TENANT's sole discretion, provided that the Parties anticipate that the construction shall be substantially completed in accordance with the specifications shown in the plans prepared by TENANT and submitted to the City with Conditional Use Permit 19-10 (the "Conditional Use Permit"), but subject to approvals by Governmental Authorities and conformance with the utility, road, grading and drainage requirements of Governmental Authorities.

D. If TENANT constructs Charter School Improvements on the Property, TENANT agrees to obtain building permits from the applicable Governmental Authorities for Charter School Improvements and to provide suitable security to

LANDLORD for performance and payment of the Charter School Improvements, which security may take the form of any one or more of the following, as determined by LANDLORD, in its reasonable discretion: (1) an irrevocable Letter of Credit in an amount of no less than one hundred ten percent (110%) of the total cost of construction, including any increases due to change orders, (2) a policy of contractor default insurance issued by an insurance company lawfully authorized to issue such policies of insurance in the State of California in an amount of no less than one hundred ten percent (110%) of the total cost of construction, including any increases due to change orders, and which names COUNTY and CITY as an additional insured, and/or (3) performance and payment bonds from the contractor. As used in the preceding sentence, each contractor performance and payment bond shall name CITY and COUNTY as beneficiaries and be (A) in a form acceptable to the LANDLORD, (B) in the amount of no less than one hundred ten percent (110%) of the total cost of construction, including any increases due to change orders, (C) issued by a surety qualified to do business in the State of California, and (D) provide that the surety shall complete the construction in the event that contractor fails to complete the construction of the Charter School Improvements in a reasonably diligent manner. As used in the preceding sentence, "reasonably diligent manner" means construction activity which, after the start of construction, is continued without an interruption of more than sixty (60) consecutive days, or which otherwise allows the TENANT to relocate its operations onto the Property prior to the start of the 2022-2023 school year (provided that construction has commenced before January 1, 2021). The CITY hereby authorizes the COUNTY's RESD Director to execute an acceptance of any bond(s) or other security provided by or on behalf of TENANT under this Lease so long as the form of security and the surety issuer are acceptable to COUNTY.

E. Compliance with Laws. TENANT is a California limited liability company, the sole member of which is a nonprofit public benefit corporation operating a nonprofit charter school. LANDLORD makes no representation with respect to the applicability of public bidding procedures or requirements for the payment of prevailing wages hereunder. The Parties acknowledge and agree that any improvement of the Property by TENANT shall be at TENANT's sole discretion, subject to TENANT's obligation to indemnify, defend, and hold harmless CITY and the COUNTY as provided in this Paragraph. In the event TENANT contracts for the construction of the Charter School Improvements or any portion thereof, TENANT agrees to comply with the applicable provisions, if any, of the California Public Contract Code regarding bidding procedure and Labor Code regarding general prevailing wages, as determined by TENANT in TENANT's sole discretion, provided that if TENANT violates any applicable laws, TENANT shall indemnify, defend (with counsel reasonably approved by LANDLORD) and hold harmless COUNTY and CITY and its officers, employees, agents, and volunteers from any claims, actions, losses, damages, and/or liability arising out of the obligations set forth herein. TENANT's indemnity obligation shall survive the TENANT's tenancy and shall not be limited by the existence or availability of insurance. TENANT further agrees to provide LANDLORD with not less than ten (10) days' written notice prior to the commencement of construction of the Charter School Improvements so that LANDLORD, at the option of LANDLORD, may post a Notice of Non-Responsibility as provided by law. TENANT shall perform any construction in such a manner so that no mechanic's liens or materialmen's liens shall be asserted, or

purportedly asserted, against the Property or any improvements thereon. If any such lien shall be asserted, TENANT shall indemnify, defend (with counsel reasonably approved by CITY and COUNTY) and hold harmless CITY and COUNTY in accordance with Section 8 of this Agreement for TENANT's failure to fulfil its obligations herein. If such liens are asserted, TENANT shall promptly remove said liens within thirty (30) days after its occurrence and if requested by LANDLORD, in LANDLORD's sole discretion, TENANT shall post a surety bond to release the Property from any mechanic's liens recorded against the Property. Said bond shall be issued by a surety qualified to do business in California and shall be in an amount prescribed by law.

12. SURRENDER. TENANT shall surrender the Property at the end of the last day of the Term or any earlier termination date, broom clean and free of debris. TENANT shall further surrender all Charter School Improvements at the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that could have been prevented by good maintenance practice. TENANT's obligation shall include the repair of any damage occasioned by the removal, replacement, or remediation of any soil, material or ground water contaminated by TENANT, all as may then be required by any applicable law, ordinance or regulation and/or good practice.

13. CIVIC CENTER ACT. In the event that TENANT constructs Charter School Improvements on the Property, TENANT (or its affiliate) shall comply with the provisions of the Civic Center Act (Education Code section 38131, et seq.) in allowing use of Charter School Improvements by members of the community (e.g., Girl Scouts). For purposes of Civic Center Act compliance, with respect to the Charter School Improvements only, TENANT's Board of Directors shall hold the same powers and obligations applicable to a School District Board of Trustees under Education Code sections 38130-38139 and shall also follow TENANT's Board Policy and administrative procedures allowing use of school facilities by members of the community. LANDLORD shall forward all Civic Center Act requests it receives for use of Charter School Improvements to TENANT. All proceeds derived from the use of Charter School Improvements pursuant to the Civic Center Act shall be the property of TENANT.

14. CASUALTY. In the event any of the buildings, structures or improvements erected on the Property are vandalized, burglarized, damaged or destroyed during the term of this Lease, TENANT shall, at its sole cost and expense, repair and restore such buildings, structures or improvements to the original condition prior to said damage or destruction. TENANT shall commence the repair and restoration within forty-five (45) days of the event causing such damage or destruction and shall diligently prosecute such work until completion. TENANT agrees to maintain casualty insurance for the Charter School Improvements in accordance with Section 7, INSURANCE. All proceeds of any property insurance maintained by TENANT pursuant to this Lease shall be used to repair and restore the Charter School Improvements, and for no other purpose, without LANDLORD's express written consent. With respect to the Charter School Improvements, any repair and restoration work shall comply with all the requirements set forth in Section 11, CHARTER SCHOOL IMPROVEMENTS.

15. CONDUCT OF EMPLOYEES. TENANT shall be responsible for the conduct of its employees, volunteers, agents, members, invitees, guests, patrons and spectators in the Charter School Improvements and on the Property.

16. SPECIAL USE COVENANTS AND RESTRICTIONS.

A. Hazardous Substances

1. Definitions. The following terms shall have the meanings set forth in this paragraph A of Section 16:

i. Applicable Requirements shall mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of LANDLORD's engineers and/or consultants, relating in any manner to the subject matter of this Lease now in effect or which may hereafter come into effect.

ii. Hazardous Substance shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Property, is either: (i) potentially injurious to the public health, safety or welfare, or the environment, the Property; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of LANDLORD to any governmental agency or third party under any Applicable requirements or common law theory. Hazardous Substance shall include, but not be limited to fuel, hydrocarbons, petroleum products, gasoline, crude oil or any products or by-products thereof.

iii. Reportable Use shall mean the installation or use of any above or below ground (i) storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority; and (iii) the presence in, on, under or about the Property of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Property or neighboring properties.

2. Use of Hazardous Substances by Tenant. TENANT shall not engage in any activity in, on, under or about the Property which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LANDLORD, in its sole discretion, and compliance in a timely manner (at TENANT's sole cost and expense) with all Applicable Requirements. Notwithstanding the foregoing, TENANT may, without LANDLORD's prior consent, but upon notice to LANDLORD and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by TENANT in the normal course of the Use set forth on the Reference Pages, so long as such use is not a Reportable Use (other than the Reportable Use of a Hazardous Substance in a science lab facility constructed in

compliance with Applicable Requirements) and does not expose the Property, or neighboring properties to any meaningful risk of contamination or damage or expose LANDLORD to any liability therefore. LANDLORD may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by TENANT upon TENANT's giving LANDLORD such additional assurances as LANDLORD, in the reasonable discretion of the COUNTY's Director of Risk Management, deems necessary to protect itself, the public, the Property, and the environment against damage, contamination or injury and/or liability therefore, including, but not limited to, the installation (and, at LANDLORD's option, and TENANT's sole cost and expense) of reasonably necessary protective modifications to the Property. TENANT shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Property (including, without limitation, through the plumbing or sanitary sewer system).

3. Covenants. TENANT, at its sole cost, shall comply with any and all the Applicable Requirements with respect to Hazardous Substances, including but not limited to the following:

i. California Health & Safety Code, Division 20, Chapters 6.5, Hazardous Waste Control (inclusive); 6.7, Underground Storage of Hazardous Substances (inclusive); and 6.95, Hazardous Materials Release Response Plans and Inventory (inclusive);

ii. California Code of Regulations Title 22, Division 4.5; Title 23, Division 3, Chapter 16, Underground Storage Tank Regulations; and

iii. Title 2, Division 3, entitled "Fire Protection and Explosives and Hazardous Materials", and Title 3, Division 3, Chapter 8, entitled "Waste Management" of the San Bernardino County Code.

4. Duties to Inform.

A. TENANT's Duty to Inform LANDLORD. If TENANT knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Property, other than as previously consented to by LANDLORD, TENANT shall immediately give LANDLORD notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including, but not limited to, all such documents as may be involved in any Reportable Use involving the Property to be followed up in writing within two (2) days. TENANT will provide to LANDLORD, prior to the termination of this Lease, a soil test and a fuel tank test that will indicate if any leakage has occurred from any tank located on or under the Property and used by TENANT. If any leakage is found, TENANT shall repair the tanks and remove any contaminated soil at TENANT's sole cost and expense.

B. COUNTY's Duty to Inform TENANT and CITY. If COUNTY knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Property, other than as previously consented to by TENANT or CITY, respectively, shall immediately give CITY and TENANT notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including, but not limited to, all such documents as may be involved in any Reportable Use involving the Property.

5. Indemnification. TENANT shall indemnify, protect, defend (with counsel reasonably approved by LANDLORD) and hold CITY and COUNTY, their officers, agents, employees, and volunteers and the Property, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties and loss of permits (including CITY and COUNTY's attorneys' and consultants' fees) arising out of or involving any Hazardous Substance generated, possessed, stored, used, transported, or disposed in, on, upon, or at the Property by or for TENANT or by anyone under TENANT's control. TENANT's obligations under this paragraph shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by TENANT, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by LANDLORD and TENANT shall release TENANT from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by LANDLORD in writing at the time of such agreement.

6. Right to Perform Tests. At any time prior to the expiration of the Term, upon no less than ten (10) days prior written notice, LANDLORD shall have the right to enter upon the Property in order to conduct tests of air, water, and soil.

7. Soil Removal by TENANT. LANDORD and TENANT agree that TENANT shall remove any soil that is determined to have concentrations of lead contamination in excess of 80 mg/kg (the "Remediation Standard") as part of TENANT or GUARANTOR's performance of its obligations under Section 4.A of this Agreement. Upon completion, TENANT shall provide documentation from a third-party consultant demonstrating compliance with the Remediation Standard to the reasonable satisfaction of LANDLORD.

B. Charter Authorization. Before commencing its operation of the Charter School Improvements and during the entire Term of this Lease, TENANT shall acquire, provide and maintain a Charter with the San Bernardino County Board of Education, or such other authorizer as permitted under California law, which shall include renewal or appeal determinations by the State Board of Education, if any. Failure to comply with this provision will constitute grounds for Default under Section 18, DEFAULT and subject to Section 19, DISPUTE RESOLUTION.

C. Rules and Regulations. TENANT agrees to abide by, keep and observe the conditions imposed by the San Bernardino County Superintendent of Schools, if any, regarding the management, safety, care, cleanliness of the grounds, parking areas, and the preservation of good order, as well as conditions necessary for the convenience of other tenants, occupants, or visitors to the Charter School Improvements and the Property.

D. Auctions. Except for an auction that is conducted for charity purposes and which does not involve the sale of any school equipment or trade fixtures, TENANT shall not conduct, nor permit to be conducted, either voluntarily or involuntary, any auction on the Property without LANDLORD's prior written consent. Notwithstanding Section 22, LANDLORD shall not be obligated to exercise any standard of reasonableness in determining whether to consent to any such auction.

17. CONDEMNATION. If the Property or any part thereof are taken under the power of eminent domain, this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession thereof. If more than twenty percent (20%) of the floor area of the Charter School Improvements or more than fifty percent (50%) of the surface area on the Property but not occupied by any building, is taken by condemnation, TENANT may, at TENANT's option, terminate this Lease. If TENANT elects to exercise its option to terminate this Lease pursuant to this paragraph, TENANT shall give written notice of termination to LANDLORD within thirty (30) days after the condemning authority takes such possession and this Lease shall terminate sixty (60) days thereafter. If TENANT does not exercise TENANT's right to terminate this Lease, then this Lease shall remain in full force and effect. Any compensation awarded as damages for the taking of the Property, together with any severance damage, shall be the joint property of the CITY and LANDLORD, except that any compensation awarded for TENANT's Charter School Improvements, trade fixtures, equipment and moving costs shall be paid to TENANT.

18. DEFAULT.

A. Definitions. A "Default" shall refer to any failure by TENANT to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to TENANT under this Lease. The term "Breach" shall refer to the occurrence of any one or more of the following Defaults, and, where a grace period for cure after notice is specified herein, the failure of TENANT to cure such Default prior to the expiration of the applicable grace period:

1. TENANT's failure to comply with Section 4.A of the Lease or any default of GUARANTOR under the Improvement Agreement.

2. Other than regular (e.g., summer) break periods, vacating the Property without the evident intention to reoccupy same, an abandonment of the Property, notice of intent to abandon Property expressed in written notice, failing to continuously and uninterruptedly operate the Charter School Improvements for the Use, or TENANT's

failure to secure and continuously maintain a charter for the Charter School Improvements in accordance with Section 16.B of this Lease.

3. TENANT's failure to make any monetary payment of Monthly Rent or any other monetary payment required to be made by TENANT hereunder as and when due where such failure continues for a period of three (3) days or more after it is due, the failure of TENANT to provide LANDLORD with reasonable evidence of insurance or surety bond required under this Lease where such failure continues for a period of ten (10) days or more, or TENANT's failure to fulfill any obligation under this Lease which poses an immediate threat to life or property, where such failure continues for a period of ten (10) days or more after notice to TENANT, provided, however, that if the nature of the foregoing default is such that additional time is reasonably required to cure such default, except as to the monetary payment of Monthly Rent, an extension of the applicable cure periods in this Section 18.A.3 may be requested by TENANT in writing prior to the expiration of the stated cure period; in which case, LANDLORD may, in its sole and absolute discretion, extend the applicable cure period for a reasonable time as agreed in writing by LANDLORD. In the event LANDLORD serves TENANT with a Notice to Pay Rent or Quit pursuant to the California Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subsection.

4. The failure by TENANT to provide LANDLORD with reasonable written evidence (in duly executed original form, if applicable) (in compliance with such minimum standards as may be promulgated by LANDLORD) of (a) compliance with Applicable Requirements per Paragraph A of Section 16 concerning Hazardous Substances, (b) the rescission of an unauthorized assignment or subletting, (c) an executed guaranty substantially in the form of Exhibit "E" attached hereto and incorporated herein by reference for the performance of TENANT'S obligations under this Lease, if required by the Reference Pages, or (iv) any other documentation or information which LANDLORD may reasonably require under the terms of this Lease, where each of the foregoing failures continues for a period of twenty (20) days or more following written notice by LANDLORD.

5. A Default by TENANT as to any other terms, covenants, conditions or provisions of this Lease, or of the rules applicable to the Charter School Improvements that are to be observed, complied with or performed by TENANT, including but not limited to, the Conditional Use Permit, other than those described in the preceding subparagraphs (1) through (4) inclusive of Paragraph A of this Section 18, where such Default continues for a period of thirty (30) days or more after written notice thereof by LANDLORD to TENANT; provided, however, that if the nature of TENANT's Default is such that more than thirty (30) days are reasonably required for its cure, then TENANT shall not be deemed to be a Breach of this Lease if TENANT provides written notice along with documentation of the need for an extended cure period to LANDLORD and, if verified by LANDLORD, commences such cure within said thirty (30) day period and thereafter continuously and diligently prosecutes such cure to completion.

6. A Default by TENANT as to the terms of any Approved Encumbrance, where such Default continues for a period of thirty (30) days or more after written notice thereof by LANDLORD;

7. The occurrence of any of the following events: (a) the making by TENANT of an assignment for the benefit of creditors; (b) TENANT's becoming a "debtor" as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against TENANT, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Property or of TENANT's leasehold interest in this Lease, where possession is not restored to TENANT within thirty (30) days; or (d) the attachment, execution, or other judicial seizure of substantially all of TENANT'S assets located at the Property or of TENANT's leasehold interest in this Lease, where such seizure is not discharged within thirty (30) days.

8. If the performance of TENANT's obligations under this Lease is guaranteed: The discovery by LANDLORD that any financial statement of TENANT or of any Guarantor, given to LANDLORD by TENANT or GUARANTOR, was materially false when made.

9. If the performance of TENANT's obligations under this Lease is guaranteed: (a) the death of a Guarantor, if a person, or the dissolution or cessation of business of a Guarantor, if an entity, (b) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (c) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, or (d) a Guarantor's failure or refusal to execute and/or honor the guaranty, and TENANT'S failure, within sixty (60) days following written notice by LANDLORD to TENANT of any such event, to provide LANDLORD with written alternative assurances of security, which, when coupled with the then existing resources of TENANT, equals or exceeds the combined financial resources of TENANT and the Guarantors that existed at the time of execution of this Lease.

B. Remedies.

1. Other than as provided in Paragraph A of this Section 18, if TENANT fails to perform any affirmative duty or obligation of TENANT under this Lease within ten (10) days after written notice to TENANT (or in case of an emergency which endangers life or property, without notice), LANDLORD may at its option (but without obligation to do so), perform such duty or obligation on TENANT's behalf, including, but not limited to, the obtaining of reasonably required insurance policies or governmental licenses, permits, or approvals. The costs and expenses of any such performance by LANDLORD shall be due and payable by TENANT to LANDLORD within ten (10) days of LANDLORD's demand.

2. In the event of a Breach of the Lease by TENANT (as defined Paragraph A of Section 18), with or without further notice or demand, and without limiting

LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such Breach, LANDLORD may:

a. Terminate TENANT's right to possession of the Property by any lawful means, in which case this Lease and the term hereof shall terminate and TENANT shall immediately surrender possession of the Property to LANDLORD. In such event LANDLORD shall be entitled to recover from TENANT: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the TENANT proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the TENANT proves could be reasonably avoided; and (iv) any other amount necessary to compensate LANDLORD for all the detriment proximately caused by the TENANT's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation and alteration of the Property, reasonable attorneys' fees, and that portion of any leasing commission paid by LANDLORD in connection with this Lease and applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco or the Federal Reserve Bank District in which the Property is located at the time of award plus one percent (1%). LANDLORD's attempt to mitigate damages caused by TENANT's Default or Breach of this Lease shall not waive LANDLORD's right to recover damages under this Section 18. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, LANDLORD shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or LANDLORD may reserve the right to recover all or any part thereof in a separate suit for such rent and/or damages.

b. Continue the Lease and TENANT'S right to possession in effect under California Civil Code Section 1951.4 after TENANT'S Breach and recover the rent as it becomes due, provided TENANT has the right to sublet or assign, subject only to reasonable limitations. LANDLORD and TENANT agree that the limitations on assignment and subletting in this Lease are reasonable. LANDLORD maintenance of the Property or efforts to relet the Property, or the appointment of a receiver to protect the LANDLORD interest under this Lease, shall not constitute a termination of the TENANT'S right to possession.

c. Pursue any other remedy now or hereafter available to LANDLORD under the laws or judicial decisions of the State of California.

3. Except for TENANT's failure to pay monetary Monthly Rent during the Extended Term, TENANT's failure to comply with Section 4.A of the Lease, or GUARANTOR's failure to construct and complete the Preschool Improvements in

accordance with the Improvement Agreement, for which LANDLORD shall immediately have the remedies available in this Lease or the Improvement Agreement, respectively, without first going through the dispute resolution procedures set forth below, compliance with the Dispute Resolution procedures specified in Section 19 shall be a precondition to the availability of the Remedies of LANDLORD (for TENANT's Breach) specified in the foregoing subparagraph 2 of Paragraph B of this Section 18. For avoidance of doubt, LANDLORD may deliver notices of Default and/or Breach during the pendency of the dispute resolution procedures.

C. Survival of Indemnity Provisions. The expiration or termination of this Lease and/or the termination of TENANT's right to possession shall not relieve TENANT from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term or by reason of TENANT's use of the Property.

D. Tenant's Personal Property. TENANT covenants and agrees that immediately upon termination of this Lease, TENANT shall remove and properly dispose of all of TENANT's personal property, machinery or fixtures from the Property. If TENANT fails to remove any such personal property, LANDLORD may remove such personal property and place the same in storage at the expense of TENANT and without liability to LANDLORD for losses. TENANT agrees to pay LANDLORD for all expenses incurred by LANDLORD in connection with the removal, and storage charges of TENANT's personal property, including attorney's fees and court costs. Alternatively, LANDLORD may at its option and on not less than ten (10) days written notice to TENANT sell all or any part of said personal property at public or private sale for such prices as LANDLORD may obtain. LANDLORD shall apply the proceeds of any such sale to the amounts due from TENANT under this Lease and to any expense incidental to such sale. Any surplus arising from such sale shall be refunded to TENANT.

E. No Waiver by Landlord. Receipt of any rent or of any other amounts of money paid by TENANT after the termination and forfeiture of this Lease, or after the giving by LANDLORD of any notice to effect such termination, shall not waive the Default, reinstate, continue or extend the Term of this Lease, or destroy or impair the efficacy of LANDLORD notice of termination, unless otherwise agreed in writing by LANDLORD.

19. DISPUTE RESOLUTION.

A. Negotiations Between Designated Representatives. If required by Section 18.B.3 of this Lease, LANDLORD and TENANT agree to promptly negotiate in good faith to resolve any applicable outstanding default arising out of this Lease (a "Dispute").In the event of a Dispute, the Parties shall continue to perform their respective obligations in good faith and shall not suspend performance during the Dispute resolution procedure. The Party raising the Dispute shall give written notice to each of the other Parties of such Dispute, provided that any notices of Default or Breach delivered by LANDLORD in accordance with this Lease shall constitute the notice of Dispute required herein. In the event of a Dispute, within five (5) business days after the other Party's receipt of written notice, the Parties agree to meet through their Designated

Representatives in good faith in an attempt to resolve the Dispute through informal negotiations. The Designated Representatives shall record the date of the Parties' first in-person meeting. The Designated Representatives for the Parties are as follows: the COUNTY's Director of the Real Estate Services Department (or authorized designee) for COUNTY, the CITY's City Manager (or authorized designee) for CITY, and TENANT's Charter School Executive Director/CEO (or authorized designee) for TENANT. If the Parties are unable to resolve the Dispute within thirty (30) business days from the date of said first in-person meeting, the Parties shall proceed to the dispute resolution method in Section 19.B. Any Dispute resolutions that would amend the Lease shall be set forth in writing and shall be approved by the governing bodies of the Parties.

B. Mediation. The Parties agree in the event any Dispute is not resolved after commencement of good faith negotiations under Paragraph A of this Section, the Dispute shall be submitted to a formal mediation process prior to commencing an action or the LANDLORD exercising its remedies under this Agreement. The mediation shall be convened within forty-five (45) business days of the first meeting of the Designated Representatives and shall conclude within sixty (60) business days of the first meeting of said Designated Representatives. The costs of the mediation shall be shared equally by the Parties. The Parties agree to mediation using then current mediation procedures of JAMS or its successor.

C. Litigation. Any Dispute which remains unresolved after participation in the foregoing Dispute resolution procedures may thereafter be submitted to litigation in the main branch of the San Bernardino County Superior Court and shall permit LANDLORD to exercise its remedies under the Lease or at law or in equity (without any further notice requirements).

20. TIME OF ESSENCE. Except as otherwise specifically provided in the Lease, time is of the essence for each provision of this Lease which specifies a time within which performance is to occur. In the absence of any specified time for performance, performance may be made within a reasonable time.

21. PROVISIONS ARE COVENANTS AND CONDITIONS. All provisions, whether covenants or conditions on the part of either party shall be deemed to be both covenants and conditions.

22. CONSENT. Except as otherwise specifically provided in the Lease, whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

23. EXHIBITS. All exhibits referred to in this Lease or attached to this Lease are incorporated herein by reference.

24. LAW. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

25. ATTORNEYS' FEES AND COSTS. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party,

must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the CITY or COUNTY, including such costs and attorneys' fees payable under Section 8, INDEMNIFICATION, Sections 11.E and 11.F, CHARTER SCHOOL IMPROVEMENTS, Section 16.A.5, HAZARDOUS SUBSTANCES, and Section 34, PUBLIC RECORDS DISCLOSURE.

26. VENUE. The parties acknowledge and agree that this Lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be the main (downtown) branch of the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to California Code of Civil Procedure Section 394) or rule of court that would allow it to request or demand a change of venue. If any action or claim concerning this Lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the main (downtown) branch of the Superior Court of California, County of San Bernardino.

27. COMPLIANCE WITH LAW. TENANT and its officers, employees, agents, contractor, agents, invitees, and assigns shall be bound by and comply with all applicable federal, state and local laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations, rights and performance under the terms of this Lease.

28. CAPTIONS, TABLE OF CONTENTS AND COVER PAGE. The paragraph captions, table of contents and the cover page of this Lease are for the convenience of the Parties and shall have no effect on its interpretation.

29. NOTICES. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, including but not limited to, notices required under the California unlawful detainer statutes, or any other person, shall be in writing and either served personally, sent by United States mail, postage prepaid, first-class mail, certified or registered, return receipt requested, or by overnight courier to the other party at the address listed in the Reference Pages. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt if personally delivered on a business day; otherwise on the next business day, or (ii) the date of delivery or refusal of the addressee to accept delivery if delivered on a business day, otherwise on the next business day, if such notice is sent by or United States mail, postage prepaid, certified or registered, return receipt requested, or overnight courier.

30. RECORDATION OF LEASE. Any Party may record a short form memorandum of this Lease at its own cost. Upon termination or expiration of this Lease, TENANT shall, within ten (10) days of such termination or expiration, execute and record a quitclaim deed (or any other document required by LANDLORD) as to its leasehold interest.

31. SEVERANCE. If any provision of this Lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

32. SURVIVAL. The obligations of the parties, which by their nature continue beyond the term of this Lease, will survive the termination of this Lease.

33. REPRESENTATIONS AND AUTHORITY. If TENANT is a corporation, each of the persons executing this Lease on behalf of TENANT represents or warrants that TENANT has been and is qualified to do business in the State of California, that the corporation has full right and authority to enter into this Lease, and that all persons signing on behalf of the corporation were authorized to do so by the appropriate corporate actions. If TENANT is a partnership, limited liability company, trust or other legal entity, each of the persons executing this Lease on behalf of TENANT represents or warrants that TENANT has complied with all applicable laws, rules and governmental regulations relative to its right to do business in the State of California and that all persons signing on behalf of such entity were authorized to do so by any and all appropriate actions. TENANT agrees to furnish upon LANDLORD's request a corporate resolution, or other appropriate documentation evidencing the authorization of TENANT to enter into this Lease.

34. PUBLIC RECORDS DISCLOSURE. All information received by the LANDLORD from TENANT or from any source concerning this Lease, including the Lease itself, may be treated by the LANDLORD as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Sections 6250 et seq. (the "Public Records Act"). TENANT acknowledges and understands that although all materials received by the LANDLORD in connection with this Lease are intended for the exclusive use of the LANDLORD, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which TENANT has reasonably requested LANDLORD to hold in confidence is made to the LANDLORD, LANDLORD shall endeavor to notify the TENANT of the request and shall thereafter disclose the requested information unless the TENANT, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides LANDLORD a legally sound basis for the nondisclosure, and agrees to indemnify, defend (with counsel reasonably approved by LANDLORD), and hold the CITY or COUNTY harmless in any/all actions brought to require disclosure. TENANT waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event LANDLORD fails to notify TENANT of any such disclosure request and/or releases any information concerning the contract received from the TENANT or any other source.

35. INTERPRETATIONS. As this Lease was jointly prepared by the Parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

36. ENTIRE AGREEMENT. This agreement, including recitals, constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this agreement, and this agreement supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.

37. AMENDMENT. No waiver, modification or amendment of any term condition or provision of this Lease shall be valid or shall have any force or effect unless made in writing and signed by all of the parties hereto.

38. NO RELIANCE. LANDLORD makes no warranties or representations of any kind concerning the condition of the Property or the fitness of the Property for the use intended by TENANT, and hereby disclaim any knowledge with respect thereto, it being expressly understood by the parties that TENANT has inspected the Property, knows its condition, finds it fit for TENANT's intended use, accepts the Property AS-IS, and has ascertained that it can be used for the limited purposes specified in the Use section on the Reference Pages. In entering into this agreement, each of the parties acknowledges, represents and warrants that it has not relied upon any promise, statement or representation, express or implied, of any other party or such other party's agents, employees, or attorneys, not contained in this agreement.

39. FORMER COUNTY OFFICIALS. TENANT agrees to provide information on former COUNTY administrative officials (as defined below) who are presently employed by or currently represent TENANT. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of TENANT. The information also includes the employment with and/or representative capacity and the date those individuals began employment with or representation of TENANT. The information does not include COUNTY administrative officials who served in a volunteer capacity with, represented, or were employed by TENANT prior to January 1, 2019. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "D", List of Former County Officials.)

40. MATERIAL MISREPRESENTATION. If during the course of the administration of this Lease, the LANDLORD determines that the TENANT has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the LANDLORD, this Lease may be immediately terminated by LANDLORD. If this Lease is terminated according to this provision, the LANDLORD is entitled to pursue any available remedies at law or in equity.

41. BROKER'S COMMISSIONS: Each Party represents and warrants to the other that no real estate broker, agent, commissioned salesperson or other person has represented said Party in the negotiations of this Lease. Each party agrees to indemnify and hold the other harmless from and against any claim, loss, liability or expense,

including reasonable attorneys' fees, incurred by the other party as a result of a breach of its respective representations herein.

42. EASEMENTS. LANDLORD reserves the right, from time to time, to grant such easements, rights and dedications on the Property that LANDLORD, in its sole discretion, deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not materially interfere with the permitted use of the Property by TENANT. TENANT shall sign any of the aforementioned documents upon request of LANDLORD and failure to do so shall constitute a material breach of this Lease.

43. INDEPENDENT CONTRACTOR. It is agreed that TENANT shall act and be an independent contractor and not an agent nor employee of LANDLORD.

44. NON-DISCRIMINATION. TENANT covenants it shall not discriminate based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry in any activity pursuant to this Lease.

45. AUTHORITY. The Parties represent and warrant that the individuals signing this Lease have the requisite authority to bind their respective organizations to the terms and conditions of this Lease. This Lease has been adopted by noticed public hearings of the Parties hereto and all Parties are fully authorized to enter into this agreement.

46. ASSIGNMENT AND SUBLETTING BY TENANT.

1. TENANT shall not voluntarily, by operation of law, or by merger, sale, transfer, or otherwise assign this Lease in its entirety, sublease the Property in whole or in part, or permit any third-party use of the Property in whole or in part without the prior written consent of CITY and COUNTY. Notwithstanding anything to the contrary in the foregoing, TENANT may assign the Lease in its entirety or sublease the Property in whole or in part to (a) the GUARANTOR or (b) any entity which controls, is controlled by, or is under common control with TENANT or the GUARANTOR without CITY and COUNTY consent but with prior notice to LANDLORD ("Affiliate Transferee"), provided that TENANT is not then in default under the Lease and any such subleases to an Affiliate Transferee shall be substantially in the form of Exhibit "F" attached, which shall provide that this Lease controls in the event of conflict, the premises in the sublease does not exceed the Property, the use under the sublease is consistent with the use in this Lease, the term of the sublease does not exceed the Term of this Lease, and if not earlier terminated, the sublease terminates concurrently with the termination of this Lease, TENANT remains responsible for the acts and omissions of its subtenant, and neither TENANT nor GUARANTOR shall be released from any of its obligations under this Lease or the Guaranty, respectively. For any such assignments to an Affiliate Transferee, the assignment shall be on the same terms and conditions, which shall be assumed by the Affiliate Transferee, TENANT remains responsible for the acts and omissions of its assignee and neither TENANT nor GUARANTOR shall be released from its obligations under this Lease or the Guaranty, respectively.

2. If LANDLORD consent is required for any assignment or subletting, other than as provided in Paragraph (1) of this Section 46, such consent shall be on terms and conditions reasonably acceptable to LANDLORD, including but not limited to that TENANT is not in Default at the time of consent, that TENANT shall submit an assignment or sublease agreement in a form acceptable to the LANDLORD, documentation regarding the financial strength of the proposed assignee or subtenant, a current credit report of the assignee or subtenant, including credits reports for each of its principals, and information related to the responsibility and appropriateness, expertise, and expertise of the proposed assignee or subtenant for the Use, which shall be equal to or greater than that of TENANT.

3. Whether LANDLORD consent is required or not, any assignment or sublease shall not: (i) be effective without the express written assumption by such assignee or subtenant of all of TENANT's obligations under this Lease; (ii) release TENANT of any of its obligations hereunder; (iii) alter the primary liability of TENANT for the payment of the monthly rent and other amounts due COUNTY pursuant to this Lease or for the performance of any of TENANT's other obligations under this Lease; nor (iv) alter, discharge or release the liability of any Guarantor on this Lease.

4. Except as provided in Paragraph 1 of Section 46, any assignment or sublease without LANDLORD's consent shall be voidable and, at LANDLORD's election, shall constitute a default under this Lease. LANDLORD's consent to any assignment or sublease shall not constitute a waiver of LANDLORD's right to require consent to any subsequent assignment or sublease. COUNTY's RESD Director and the CITY's City Manager shall have the authority to review assignment and subletting requests for the COUNTY and CITY, respectively and to provide LANDLORD consent, if such assignment or subletting is approved by both the COUNTY and the CITY.

47. LANDLORD RIGHT OF ENTRY. TENANT shall permit LANDLORD and its authorized employees, agents, contractors, and representatives to enter the Property and the Charter School Improvements thereon at all reasonable times upon not less than twenty-four (24) hours prior notice (except in the event of an emergency, in which case no prior notice is required) for the purposes of (i) serving or posting or keeping posted thereon notices required or permitted by law, (ii) conducting periodic inspections for compliance with the terms of the Lease, (iii) exercising LANDLORD's rights under this Lease, and (iv) showing the Property to brokers, potential buyers and tenants, and lenders.

48. HOLDOVER. If TENANT continues in possession or occupancy of the Property after the expiration or earlier termination of this Lease, and if said possession or occupancy is with the express written consent of the LANDLORD, then TENANT shall be deemed to be holding the Property on a month-to-month tenancy subject to all the provisions of this Lease except the monthly rent and either Party may terminate the Lease at any time during the holdover period by providing not less than thirty (30) days prior written notice to the other Party. The monthly rent payable during such permitted period of holding over after the Initial Term shall the fair market monthly rental rate then prevailing based on the monthly rental rate of comparable leased properties in the County

of San Bernardino, as reasonable determined by LANDLORD. The monthly rent payable during such permitted period of holding over after the Extended Term shall be monthly rent that was payable in the last month of the Extended Term plus the annual escalation applicable during the Extended Term.

49. GUARANTOR. If the Reference Pages provide that TENANT's obligations pursuant to this Lease are to be guaranteed by one or more Guarantors, then each Guarantor shall execute the form of the guaranty attached hereto as Exhibit "E" "Guaranty of Lease" and each such Guarantor shall have the same obligations as TENANT under this Lease.

IN WITNESS THEREOF, the parties executed this agreement.

COUNTY: County of San Bernardino

By: _____
Curt Hagman, Chair
Board of Supervisors

Dated: APR 07 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors of the County of San Bernardino

By: _____
Deputy
Dated: APR 07 2020

APPROVED AS TO LEGAL FORM
MICHELLE D. BLAKEMORE,
County Counsel,
San Bernardino County Counsel
By: _____
Deputy County Counsel
Dated: 4/21/2020

CITY: City of San Bernardino

By: _____
Teri Ledoux, City Manager

Dated: _____

TENANT: 230 SOUTH WATERMAN AVENUE, LLC

By: _____

Title: CHAIRMAN
Dated: 4/20/20

of San Bernardino, as reasonable determined by LANDLORD. The monthly rent payable during such permitted period of holding over after the Extended Term shall be monthly rent that was payable in the last month of the Extended Term plus the annual escalation applicable during the Extended Term.

49. GUARANTOR. If the Reference Pages provide that TENANT's obligations pursuant to this Lease are to be guaranteed by one or more Guarantors, then each Guarantor shall execute the form of the guaranty attached hereto as Exhibit "E" "Guaranty of Lease" and each such Guarantor shall have the same obligations as TENANT under this Lease.

IN WITNESS THEREOF, the parties executed this agreement.

COUNTY: County of San Bernardino

By: _____
_____, Chair
Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors of the
County of San Bernardino

By: _____
Deputy
Dated: _____

APPROVED AS TO LEGAL FORM
MICHELLE D. BLAKEMORE,
County Counsel,
San Bernardino County Counsel
By: _____
Deputy County Counsel
Dated: _____

CITY: City of San Bernardino

By: _____
Teri Ledoux, City Manager

Dated: _____

TENANT: 230 SOUTH WATERMAN AVENUE, LLC

By: _____

Title: _____
Dated: _____

EXHIBIT A

PROPERTY

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 0136-261-24-0-000)

THAT PORTION OF LOT 3, BLOCK 7, OF RANCHO SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7, PAGE 2 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 3, DISTANT SOUTH THEREON 20 FEET FROM THE NORTHEAST CORNER OF SAID LOT 3; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT TO A POINT ON A LINE THAT IS PARALLEL WITH AND DISTANT EAST 693 FEET FROM THE WEST LINE OF LOT 10, SAID BLOCK 7; THENCE SOUTH ALONG SAID PARALLEL LINE TO A POINT ON A LINE THAT IS PARALLEL WITH AND DISTANT NORTH 50 FEET FROM THE SOUTH LINE OF THE NORTH 3 ACRES OF COMBINED LOTS 3 AND 10 OF SAID BLOCK 7; THENCE EAST ALONG SAID PARALLEL LINE TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE NORTH TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE EAST 8.75 FEET THEREOF AS CONVEYED TO THE CITY OF SAN BERNARDINO BY DEED RECORDED NOVEMBER 27, 1967 AS INSTRUMENT NO. 78, IN BOOK 6930, PAGE 31 OF OFFICIAL RECORDS.

PARCEL 2: (APN: 0136-261-23-0-000)

ALL THAT PORTION OF THE NORTHERLY 3 ACRES OF LOTS 3 AND 10 IN BLOCK 7 OF THE RANCHO SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY,

EXCEPT THEREFROM THE WESTERLY 528 FEET THEREOF.

SAID LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT TO A POINT 50 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE EAST 165 FEET; THENCE NORTH TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID TRACT; THENCE EAST TO A POINT ON THE EAST

LINE OF SAID TRACT 20 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING.

ALSO EXCEPT THE EAST 8.75 FEET OF THE NORTH 20.00 FEET DEEDED TO THE CITY OF SAN BERNARDINO FOR ROAD PURPOSES IN DEED RECORDED MARCH 25, 1968, BOOK 6996, PAGE 793, OFFICIAL RECORDS.

PARCEL 3: (APN: 0136-261-25-0-000; 0136-261-26-0-000; 0136-261-27-0-000)

THE NORTH 10-1/2 ACRES OF COMBINED LOTS 3, 4, 9 AND 10, BLOCK 7, RANCHO SAN BERNARDINO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2 OF MAPS, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM THE WEST 150 FEET OF THE NORTH 3 ACRES OF COMBINED LOTS 10 AND 3 OF SAID BLOCK 7.

ALSO EXCEPT THEREFROM THE EAST 2 ACRES OF THE SOUTH 5 ACRES OF THE NORTH 10-1/2 ACRES OF SAID COMBINED LOTS 3, 4, 9 AND 10.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 15.95 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 9, OF SAID BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7, PAGE 2 OF MAPS, RECORDS OF SAID COUNTY; THENCE EASTERLY 135 FEET TO A POINT WHICH IS 16.24 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE SOUTH 8.86 FEET; THENCE WEST 135 FEET; THENCE NORTH 9.15 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 347 FEET, MORE OR LESS, TO A POINT THAT IS 528 FEET EAST OF THE WESTERLY LINE OF SAID LOT 10; THENCE SOUTH PARALLEL WITH LINES OF SAID LOT 10 TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO EDWARD L. FLEMING, ET UX., BY DEED RECORDED JULY 31, 1956 AS INSTRUMENT NO. 202, IN BOOK 4000, PAGE 212 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE EAST ALONG THE NORTH LINE OF SAID FLEMING LAND TO THE NORTHEAST CORNER THEREOF; THENCE NORTH TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAN BERNARDINO BY DEED RECORDED FEBRUARY 23, 1968 AS INSTRUMENT NO. 747, IN BOOK 6979, PAGE 975 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THE FOLLOWING:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND BEING A PORTION OF LOTS 3, 4, 9 AND 10, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7, PAGE 2 OF MAPS, RECORDS OF SAID COUNTY AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF ALLEN STREET, SAID POINT BEING ALSO IN THE WEST LINE OF LOT 10, BLOCK 7 OF SAID RANCHO SAN BERNARDINO, SAID POINT BEING SOUTH 1149.73 FEET FROM THE SOUTH LINE OF RIALTO AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ALLEN STREET, BEING ALSO ALONG THE WEST LINE OF LOTS 10 AND 9, BLOCK 7 OF RANCHO SAN BERNARDINO, 366.98 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO ADAR BRANEN, ET UX., BY DEED RECORDED FEBRUARY 28, 1949 AS INSTRUMENT NO. 29, IN BOOK 2366, PAGE 126 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED PROPERTY AND THE EASTERLY PROLONGATION THEREOF 520.39 FEET TO A POINT 347 FEET WEST OF THE WEST OF THE WEST LINE OF WATERMAN AVENUE BEING ALSO THE EAST LINE OF BLOCK 7 OF SAID RANCHO SAN BERNARDINO; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF WATERMAN AVENUE, 366.98 FEET TO THE NORTH LINE OF LOTS 3 AND 10, BLOCK 7, RANCHO SAN BERNARDINO; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOTS 3 AND 10, 520.89 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THE FOLLOWING: THE EAST 378 FEET OF THE WEST 528 FEET OF THE NORTHERLY 150 FEET OF LOTS 3 AND 10 IN BLOCK 7 OF RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7, PAGE 2 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL 4: (APN: 0136-261-28)

THE EAST 2 ACRES OF THE SOUTH 5 ACRES OF THE NORTH 10-1/2 ACRES OF LOTS 3, 4, 9 AND 10 BLOCK 7 OF A 5 ACRE SURVEY OF THE RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGES 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 7.75 FEET, AS CONVEYED TO THE CITY OF SAN BERNARDINO, A MUNICIPAL CORPORATION, BY DEED RECORDED OCTOBER 11, 1968 IN BOOK 7109, PAGE 502, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THE INTEREST IN AN UNDIVIDED 1/2 INTEREST IN AND TO THE 10 INCH WELL AND PUMPING PLANT LOCATED ON SAID LAND.

PARCEL 5: (APN: 0136-261-41-0-000)

THE NORTH 1/2 OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7, PAGE 2
OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 150 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 150 FEET;
THENCE EAST 290 FEET;
THENCE SOUTH 150 FEET;
THENCE WEST 290 FEET TO THE POINT OF BEGINNING.

PARCEL 6: (APN: 0136-261-42-0-000)

THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 150 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 150 FEET;
THENCE EAST 290 FEET;

THENCE SOUTH 150 FEET;
THENCE WEST 290 FEET TO THE POINT OF BEGINNING.

PARCEL 7-A: (PORTION APN 0136-261-57-0-000)

ALL THAT PORTION OF LOT 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT A POINT ON THE CENTER LINE OF IRWIN STREET, AS SHOWN BY MAP OF HEARSH SUBDIVISION, RECORDED IN BOOK 25 OF MAPS, PAGE 62, RECORDS OF SAN BERNARDINO COUNTY, 300 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11; THENCE WEST AT RIGHT ANGLES TO WATERMAN AVENUE, 89.27 FEET, MORE OR LESS, TO A POINT 290 FEET EAST OF THE WEST LINE OF SAID LOT; THENCE AT RIGHT ANGLES SOUTH 75 FEET; THENCE AT RIGHT ANGLES EAST, 89.27 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTER LINE OF SAID IRWIN STREET; THENCE NORTHERLY TO THE POINT OF BEGINNING.

PARCEL 7-B: (PORTION APN 0136-261-57-0-000)

A PORTION OF LOTS 2 AND 11 IN BLOCK 7 OF RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 2, 225 FEET NORTH, OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 75 FEET; THENCE WEST AT RIGHT ANGLES TO A POINT 290 FEET EAST OF THE WEST LINE OF SAID LOT 11; THENCE AT RIGHT ANGLES SOUTH 75 FEET; THENCE AT RIGHT ANGLES EAST TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THE EAST 190 FEET THEREOF.

ALSO SAVING AND EXCEPTING THAT PORTION LYING WEST OF THE CENTER LINE OF IRWIN STREET EXTENDING SOUTHERLY.

PARCEL 7-C: (PORTION APN 0136-261-57-0-000)

A PORTION OF LOT 2, BLOCK 7 OF RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 2, 262.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 37.5 FEET; THENCE, WEST AT RIGHT ANGLES, 90 FEET; THENCE SOUTH AT RIGHT ANGLES 37.5 FEET; THENCE EAST AT RIGHT ANGLES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EAST 8.75 FEET, AS CONVEYED TO THE CITY OF SAN BERNARDINO, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 12, 1968 IN BOOK 7128, PAGE 488 OF OFFICIAL RECORDS.

PARCEL 7-D: (PORTION APN 0136-261-57-0-000)

THAT PORTION OF LOT 2, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 2, 262-1/2 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST 90 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DEEDED TO WILLIAM ARMSTRONG, ET UX., BY DEED RECORDED AUGUST 10, 1946, AS INSTRUMENT NO. 83. RECORDS OF SAID COUNTY, FOR TRUE POINT OF BEGINNING; THENCE NORTH 37.5 FEET TO THE NORTHWEST CORNER OF SAID ARMSTRONG LAND; THENCE WEST AT RIGHT ANGLES TO A POINT 100 FEET WEST OF THE NORTHWEST CORNER OF SAID ARMSTRONG LAND; THENCE SOUTH 37.5 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DEEDED TO RAYBURN L. DIXON, ET UX., BY DEED RECORDED AUGUST 20, 1946, AS INSTRUMENT NO. 48, RECORDS OF SAID COUNTY; THENCE EAST ALONG THE NORTH LINE OF SAID DIXON LAND TO THE POINT OF BEGINNING.

PARCEL 7-E: (PORTION APN 0136-261-57-0-000)

A PORTION OF LOT 2, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 2, 225 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE, NORTH 37.5 FEET; THENCE, WEST AT RIGHT ANGLES TO A POINT 190 FEET WEST OF THE EAST LINE OF SAID LOT 2; THENCE SOUTH AT RIGHT ANGLES 37.5 FEET; THENCE AT RIGHT ANGLES EAST TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PROPERTY DEEDED TO THE CITY OF SAN BERNARDINO, BY DEED RECORDED JANUARY 26, 1968, IN BOOK 6965, PAGE 30 OF OFFICIAL RECORDS: DESCRIBED AS FOLLOWS:

THE EAST 8.75 FEET OF THE SOUTH 262.50 FEET OF LOT 2, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE WESTERLY LINE OF SAID EAST 8.75 FEET BEING 50.00 FEET WEST, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF WATERMAN AVENUE, 82.50 FEET WIDE.

PARCEL 7-F: (PORTION APN 0136-261-57-0-000)

THAT PORTION OF LOTS 2 AND 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 225 FEET; THENCE WEST TO A POINT ON THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF IRWIN STREET AS SHOWN ON THE MAP OF HEARSH SUBDIVISION, AS PER MAP RECORDED IN BOOK 24 OF MAPS, PAGE 62, RECORDS OF SAID COUNTY; AND 225 FEET NORTH OF THE SOUTH LINE OF SAID LOT 11; THENCE SOUTH ALONG SAID SOUTHERLY PROLONGATION OF CENTER LINE OF IRWIN STREET, 225 FEET TO POINT ON SOUTH LINE OF SAID LOT 11; THENCE EAST TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PROPERTY DEEDED TO THE CITY OF SAN BERNARDINO, BY DEED RECORDED JANUARY 26, 1968, IN BOOK 6965, PAGE 30 OF OFFICIAL RECORDS: DESCRIBED AS FOLLOWS:

THE EAST 8.75 FEET OF THE SOUTH 262.50 FEET OF LOT 2, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE WESTERLY LINE OF SAID EAST 8.75 FEET BEING 50.00 FEET WEST, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF WATERMAN AVENUE, 82.50 FEET WIDE.

PARCEL 7-G: (PORTION APN 0136-261-57-0-000)

THAT PORTION OF LOT 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF IRWIN STREET, AS SHOWN ON MAP OF HEARSH SUBDIVISION, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24, PAGE 62, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE NORTH LINE OF THE SOUTH 100 FEET OF SAID LOT 11; THENCE SOUTH 100 FEET ALONG SAID PROLONGED CENTER LINE TO THE SOUTH LINE OF SAID LOT; THENCE WEST ALONG SAID SOUTH LINE TO A POINT

290 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 100 FEET PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 7-H: (PORTION APN 0136-261-57-0-000)

THE NORTH 50 FEET OF THAT PORTION OF LOT 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTH 150 FEET; THENCE EAST 290 FEET; THENCE SOUTH 150 FEET; THENCE WEST 290 FEET TO THE POINT OF BEGINNING.

PARCEL 7-I: (PORTION APN 0136-261-57-0-000)

THAT PORTION OF LOT 11, BLOCK 7 OF RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY PROLONGATION OF THE CENTER LINE OF IRWIN STREET AS SHOWN ON MAP OF HEARSH SUBDIVISION, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24, PAGE 62, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE NORTH LINE OF THE SOUTH 225 FEET OF SAID LOT 11; THENCE SOUTH ALONG SAID PROLONGED CENTER LINE 125 FEET; THENCE WEST TO A POINT 290 FEET EAST OF THE WEST LINE OF SAID LOT 11, THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 11, 125 FEET; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 8: (APN: 0136-261-43-0-000)

THAT PORTION OF LOT 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTH 150 FEET; THENCE EAST 290 FEET; THENCE SOUTH 150 FEET; THENCE WEST 290 FEET TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 50 FEET THEREOF AS DESCRIBED IN DEED RECORDED FEBRUARY 10, 1955 IN BOOK 3565, PAGE 240 OFFICIAL RECORDS.

ALSO EXCEPT THE SOUTH 50 FEET THEREOF AS DESCRIBED IN DEED RECORDED MAY 13, 1963 IN BOOK 5907, PAGE 666 OFFICIAL RECORDS.

PARCEL 9: (APN: 0136-261-44-0-000)

THAT PORTION OF LOTS 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7 PAGES 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE NORTH 50 FEET; THENCE EAST 290 FEET; THENCE SOUTH 50 FEET; THENCE WEST 290 FEET, TO THE POINT OF BEGINNING.

PARCEL 10: (APN: 136-261-37-0-000)

THE WEST 528 FEET OF THE NORTHERLY 3 ACRES OF LOTS 3 AND 10, IN BLOCK 7, OF THE RANCHO SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY.

EXCEPT THE EAST 378 FEET OF SAID WEST 528 FEET.

PARCEL 11: (APNS 0136-261-11 AND 0136-261-50):

ALL THAT CERTAIN PIECE OF PARCEL OF LAND BEING A PORTION OF LOTS 3, 4, 9 AND 10, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF ALLEN STREET SAID POINT BEING ALSO IN THE WEST LINE OF LOT 10, BLOCK 7 OF SAID RANCHO SAN BERNARDINO, SAID POINT BEING SOUTH 1149.73 FEET FROM THE SOUTH LINE OF RIALTO AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ALLEN STREET, BEING ALSO ALONG THE WEST LINE OF LOTS 10 AND 9, BLOCK 7 OF RANCHO SAN BERNARDINO, 366.98 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO ADAR BRANAN ET UX BY DEED RECORDED FEBRUARY 28, 1949 IN BOOK 2366, PAGE 126 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED PROPERTY

AND THE EASTERLY PROLONGATION THEREOF 520.39 FEET TO A POINT 347 FEET WEST OF THE WEST OF THE WEST LINE OF WATERMAN AVENUE BEING ALSO THE EAST LINE OF BLOCK 7, OF SAID RANCHO SAN BERNARDINO; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF WATERMAN AVENUE, 366.98 FEET TO THE NORTH LINE OF LOTS 3 AND 10 BLOCK 7, RANCHO SAN BERNARDINO; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 3 AND 10, 520.89 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 15.95 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 9, OF SAID BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2 RECORDS OF SAID COUNTY; THENCE EASTERLY 135 FEET TO A POINT WHICH IS 16.24 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9; THENCE SOUTH 8.86 FEET; THENCE WEST 135 FEET; THENCE NORTH 9.15 FEET TO THE POINT OF BEGINNING.

PARCEL 12 (APN: 0136-261-36):

THE EAST 378 FEET OF THE WEST 528 FEET OF THE NORTHERLY 150 FEET OF LOTS 3 AND 10 IN BLOCK 7 OF RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2 RECORDS OF SAID COUNTY.

PARCEL 13: (APN: 0136-261-29)

THE EAST 2 ACRES OF THE SOUTH 5 ACRES OF THE NORTH 15.50 ACRES OF LOTS 3, 4, 9 AND 10 BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7, PAGE 2, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE SOUTH 2.25 ACRES OF LOT 4, OR WITHIN THE SOUTH 2.25 ACRES OF LOT 9, IN SAID BLOCK 7.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF SAN BERNARDINO, BY DEED RECORDED JULY 16, 1968 AS INSTRUMENT NO. 400, IN BOOK 7060, PAGE 355, OFFICIAL RECORDS.

SAID LAND IS ALSO SHOWN ON LICENSED LAND SURVEYORS MAP FILED IN BOOK 36, PAGE 4, RECORDS OF SURVEY.

EXCEPTING THEREFROM ALL OF THE FOLLOWING DESCRIBED PROPERTY:

(APN: 0136-261-41-0-000, APN: 0136-261-42-0-000, APN: 0136-261-43-0-000, PORTION APN 0136-261-44-0-000 & PORTION APN 0136-261-57-0-000)

ALL OF PARCELS 5, 6, & 8, AND PORTIONS OF PARCELS 7 & 9 DESCRIBED AS:

THAT PORTION OF LOT 11, BLOCK 7, RANCHO SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7, PAGE 2 OF MAPS, RECORDS OF SAID COUNTY, CONTAINING 2.23 ACRES AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF HEREINABOVE DESCRIBED PARCEL 5, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF ALLEN STREET (41.25 FOOT HALF-WIDTH) AND THE WESTERLY LINE OF SAID LOT 11; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 5 AND ITS EASTERLY EXTENSION THEREOF, NORTH 89°31'12" EAST (RECORD - EAST) 352.27 FEET; THENCE SOUTH 00°29'57" EAST 275.24 FEET; THENCE SOUTH 89°30'03 WEST 352.27 FEET TO SAID EASTERLY RIGHT-OF-WAY OF ALLEN STREET; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 00°29'57" WEST 275.36 FEET TO THE **POINT OF BEGINNING.**

Exhibit B
Plat

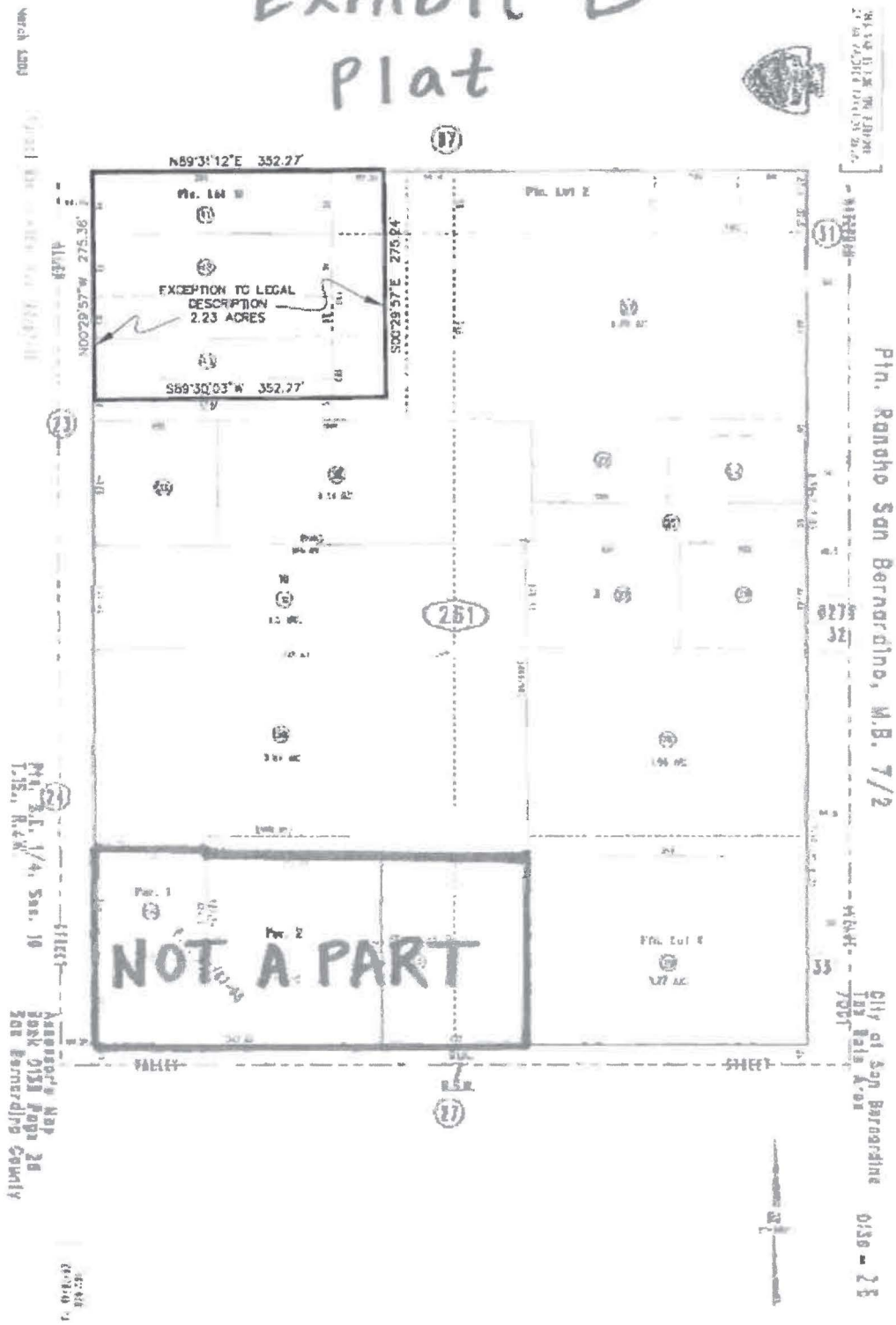

EXHIBIT C

FORM OF CONSENT, RECOGNITION AND ATTORNMENT AGREEMENT

This CONSENT, RECOGNITION AND ATTORNMENT AGREEMENT ("Agreement") is entered into by and among the COUNTY OF SAN BERNARDINO, and the CITY OF SAN BERNARDINO, hereinafter collectively referred to as "LANDLORD", 230 SOUTH WATERMAN AVENUE, LLC, hereinafter referred to as "TENANT", HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE FOUNDATION, INC., hereinafter referred to as "SUBTENANT", and _____ hereinafter referred to as "LENDER."

Recitals

A. LANDLORD and TENANT entered into that certain Ground Lease Agreement, Agreement No. _____ dated April _____, 20__, hereinafter referred to as "Ground Lease", whereby LANDLORD agreed to lease to TENANT and TENANT agreed to lease from LANDLORD certain real property legally described on Exhibit "A" attached hereto and known as 230 S. Waterman Avenue, San Bernardino, California, comprising approximately 15.6 acres ("Property") for use as a public charter school.

B. TENANT and SUBTENANT have entered into that Sublease dated _____, 20__, hereinafter referred to as "Sublease" whereby TENANT agreed to sublease to SUBTENANT and SUBTENANT agreed to sublease from TENANT the Property for SUBTENANT to construct certain charter school improvements and to operate the public charter school facility known as the Norton Science and Language Academy under a charter granted by the San Bernardino County Board of Education.

C. TENANT has made, executed and delivered, or is about to make, execute and deliver to LENDER a leasehold deed of trust dated substantially contemporaneously herewith ("Leasehold Deed of Trust"), encumbering TENANT's leasehold interest and SUBTENANT's subleasehold interest in the Property created by the Lease and the Sublease, respectively, to secure financing or refinancing for the construction of certain charter school improvements at the Property and certain preschool improvements for the County of San Bernardino on a separate parcel of LANDLORD-owned real property known as 205 Allen Street, San Bernardino, California, comprising approximately 2.23 acres (the "Head Start Parcel").

D. TENANT represents that it is a condition precedent of the loan that the Leasehold Deed of Trust shall be and remain at all times until said loan is repaid a lien upon SUBTENANT's subleasehold interest and TENANT's leasehold interest in the Property created by the Sublease and the Lease, respectively.

Covenants

In consideration of the recitals set forth above, which are incorporated herein, and the covenants and agreements contained herein, the parties agree as follows:

1. Subject to the terms of this Agreement, LANDLORD hereby consents to TENANT entering into the Leasehold Deed of Trust to encumber TENANT's leasehold interest and SUBTENANT's subleasehold interest in the Property created by the Lease and the Sublease, respectively, provided that the Leasehold Deed of Trust shall be subordinate to LANDLORD's fee interest in the Property. For avoidance of doubt, the parties hereby acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, the Lease, the Sublease, or any financing documents, the Leasehold Deed of Trust does not encumber LANDLORD's fee interest in the Property nor does it in any manner encumber the Head Start Parcel or any improvements thereon even if a portion of the loan proceeds is intended to or shall be used for the construction of certain preschool improvements on the Head Start Parcel.

2. Upon repayment of the loan described in the Leasehold Deed of Trust, LENDER agrees to fully re-convey all of LENDER's interest in the Property created by the Leasehold Deed of Trust (and any rights exerted thereunder), and LENDER shall, at its sole cost and expense, execute such documents as reasonably requested by LANDLORD to release said Leasehold Deed of Trust.

3. In the event of any conflict between the provisions of the Lease and the provisions of this Agreement, the Sublease, the Leasehold Deed of Trust, or any other financing agreements, the terms of such provisions shall be construed to be as consistent as possible, but if such reading is not possible, the provisions of the Lease shall control.

4. Any material additions or modifications to the Leasehold Deed of Trust shall first be approved in writing by the LANDLORD. The approvals described in this Paragraph shall not be unreasonably withheld, delayed or conditioned.

5. No amendment to the Lease that modifies any of its material economic terms, Lender's rights or the Term shall be valid without LENDER's prior written consent. TENANT shall be required to obtain LENDER's prior written consent prior to the execution of such amendment.

6. The proceeds of the loan to TENANT shall be used solely for payment of expenses incident to construction of certain charter school improvements for the operation of the Norton Science and Language Academy at the Property and certain preschool improvements for the County of San Bernardino on the separate Head Start Parcel and to pay the costs of the financing. Neither SUBTENANT nor TENANT shall have the right to encumber its subleasehold interest or leasehold interest in the Property created by the Sublease and Lease, respectively to finance any other charter schools, programs, or foundations operated by SUBTENANT or TENANT or any of its affiliates.

7. Until the loan described in the Leasehold Deed of Trust is repaid in full, LANDLORD shall provide LENDER with notice at the same time that it provides notice to TENANT of any Default, and thereafter shall provide a copy of any notice provided to TENANT to LENDER, including, without limitation, those that would result in any surrender of the Property or termination of the Lease. LENDER shall have the same rights as the TENANT has under the Lease, at any time during the Term, to enter the Property to (A) do any act or thing required of TENANT hereunder, within the time TENANT is required to perform such act or thing hereunder, whenever failure to do such act or thing would constitute a default hereunder, provided that prior to any Default, LENDER shall provide written notice to LANDLORD if LENDER acts on behalf of TENANT; and/or (B) cure any Default; and LANDLORD shall accept such performance or cure by a LENDER as if TENANT had performed. No LENDER shall be required to cure any default of TENANT unless such LENDER has elected to acquire the leasehold interest in writing or via foreclosure or deed in lieu thereof. Any notice to TENANT given pursuant to the Lease, including notice of a default or a termination of the Lease, shall be delivered simultaneously to any such LENDER if LENDER has provided its notice address to LANDLORD. LANDLORD agrees that if TENANT fails to cure any default under the Lease within the time provided for in the Lease, except for defaults due to TENANT's failure to pay monetary Monthly Rent, TENANT's failure to comply with Section 4.A of the Lease, or SUBTENANT'S failure to construct and complete the Preschool Improvements on the Head Start Parcel in accordance with the Improvement Agreement for which no additional time shall be granted to LENDER unless expressly set forth in the Improvement Agreement, LENDER shall have an additional ten (10) business days after LENDER's receipt of written notice of Default within which to cure such default, provided if such Default is of a nature that it cannot reasonably be cured within ten (10) business days then so long as LENDER commences cure within said ten (10) business days and thereafter diligently prosecutes such cure to completion, (A) if possession of the Property is not required to prosecute and complete a cure of the Default, LENDER shall have a reasonable period to cure such Default, not to exceed 30 days from LENDER's receipt of the written notice of Default, (B) if possession of the Property is required to prosecute and complete a cure of a Default (other than a Default described in Section 18.A.2 of the Ground Lease), LENDER shall have a reasonable period to cure such Default, not to exceed such time as reasonably necessary to obtain possession of the Property plus 60 days or (C) LENDER shall have a reasonable period to cure any Eligible Default described in Section 18.A.2 of the Ground Lease by entering into a new sublease agreement with a duly authorized replacement charter school operator or other lawful educational user, provided that, immediately upon obtaining possession, and until commencement of the new sublease, LENDER covenants and agrees to diligently perform building maintenance and groundskeeping services as necessary to immediately remedy any condition of blight or unsightly appearance in the Charter School Improvements.

8. Upon default by TENANT under any of the terms of the Leasehold Deed of Trust, LENDER may exercise any rights provided in the Leasehold Deed of Trust, provided that before any sale of TENANT's leasehold interest in the Property, whether under power of sale or foreclosure, LENDER shall give to LANDLORD written notice of

the same character and duration as is required to be given to TENANT by the terms of the Leasehold Deed of Trust or the laws of the State of California.

9. If any default under the Leasehold Deed of Trust shall continue after the giving of LENDER's notice to LANDLORD pursuant to Paragraph 8 of this Agreement, LANDLORD, prior to sale of the leasehold interest in the Property, shall have the right to correct such default at TENANT's cost, which costs shall be reimbursed by TENANT upon demand and/or exercise LANDLORD's remedies under the Lease.

10. If a sale or foreclosure under the Leasehold Deed of Trust occurs or if the LENDER or its permitted assignee (as defined below) acquires the TENANT's leasehold interest by assignment in lieu of foreclosure, this Lease shall continue in full force on the same terms and conditions and LENDER or said permitted assignee, as successor in interest to TENANT will be bound by all the terms of this Lease and will assume all the rights and obligations of TENANT under the Lease and LANDLORD shall recognize LENDER or said permitted assignee as TENANT under the Lease with all rights of TENANT thereunder and LANDLORD shall, after such event and upon such condition, have the same rights and remedies against LENDER or its permitted assignee for the default or breach of the Lease that LANDLORD has under the Lease against TENANT if LENDER or its permitted assignee had not succeeded to the interest of TENANT. Neither LENDER nor its permitted assignee shall assign this Lease, sublease any portion of the Property or appoint an agent to operate any portion of the Property without obtaining the prior written approval of CITY and COUNTY, and if approved, a "permitted assignee". Such approval shall not be unreasonably withheld, conditioned or delayed so long as the proposed assignee, subtenant or agent has demonstrated substantial experience in the operation of facilities similar to the Charter School Improvements. Notwithstanding the foregoing, LENDER, or such permitted assignee, shall upon assignment of the Lease in accordance with the terms thereof, be released of any all obligations under the Lease accruing thereafter. Nothing in this Agreement shall be deemed to be a recognition of the Sublease as a direct agreement between LANDLORD and SUBTENANT.

11. Any notice, demand, request, consent, approval or communication that a Party desires or is required to give to another Party or any other person, shall be in writing and either served personally, sent by United States mail, postage prepaid, first-class mail, certified or registered, return receipt requested, or by overnight courier to another Party at the address set forth below. A Party may change its address by notifying the other Parties of the change of address. Notices shall be deemed delivered and effective upon the earlier of (i) actual receipt if personally delivered on a business day; otherwise on the next business day, or (ii) the date of delivery or refusal of the addressee to accept delivery if delivered on a business day, otherwise on the next business day, if such notice is sent by or United States mail, postage prepaid, certified or registered, return receipt requested, or overnight courier.

COUNTY's Notice Address:

CITY's Notice Address:

TENANT's Notice Address:

SUBTENANT's Notice Address:

LENDER Notice Address:

12. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators.

13. If any legal action is instituted to enforce or declare a party's rights hereunder, each party, including the prevailing party, must bear its own attorneys' fees and costs.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in the County of San Bernardino, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Agreement, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

COUNTY: County of San Bernardino

By: _____
_____, Chair
Board of Supervisors

Dated: _____

CITY: City of San Bernardino

By: _____
Teri Ledoux, City Manager

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors of the County of San Bernardino

By: _____
Deputy
Dated: _____

APPROVED AS TO LEGAL FORM
MICHELLE D. BLAKEMORE,
County Counsel,
San Bernardino County Counsel
By: _____
Deputy County Counsel
Dated: _____

TENANT: 230 SOUTH WATERMAN AVENUE, LLC

By: _____

Title: _____
Dated: _____

LENDER

By: _____
(Authorized signature- sign in blue ink)

Name: _____
Title: _____
Dated: _____

HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE FOUNDATION, INC.

By: _____
(Authorized signature- sign in blue ink)

Name: _____
Title: _____
Dated: _____

EXHIBIT D

LIST OF FORMER COUNTY OFFICIALS

INSTRUCTIONS: List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the TENANT, the date the Official entered TENANT's employment and/or representation.

OFFICIAL'S NAME:	REQUIRED INFORMATION
None	

TENANT certifies that the foregoing information is true and accurate.

TENANT:

By: _____

Title: CHAIRMAN

Date: 4/20/20

EXHIBIT E

FORM OF GUARANTY OF LEASE

This Guaranty of Lease ("Guaranty") dated as of _____*[date]* is executed by High Desert Partnership in Academic Excellence Foundation, Inc., a California nonprofit public benefit corporation ("Guarantor") in favor of the City of San Bernardino ("City") and the County of San Bernardino ("County"). The City, County, and Guarantor are the "Parties" to this Guaranty.

Recitals

A. City and County, collectively as landlord ("Landlord"), and 230 South Waterman Avenue, LLC, a California limited liability company, as tenant ("Tenant") have entered into a Ground Lease Agreement dated as of _____ [*date-identify as Lease referenced date or execution date*] ("Lease"), whereby Landlord agreed to lease to Tenant and Tenant agreed to lease certain real property known as 230 S. Waterman Avenue, San Bernardino, California, comprising approximately 15.66 acres ("Property") for use as a public charter school.

B. Guarantor operates two public charter schools, the Norton Science and Language Academy ("NSLA"), which the Guarantor intends to operate on the Property, and the Academy for Academic Excellence ("AAE"), which operates in Apple Valley, California. Guarantor also operates the Goldstone Apple Valley Radio Telescope ("GAVRT") Radio Astronomy Program, the Apple Valley Center for Innovation ("AVCI"), and the Lewis Center Foundation (the "Foundation").

C. As a condition to entering into the Lease, Landlord has required that Guarantor execute and deliver to Landlord this Guaranty.

D. In addition to this Guaranty, as TENANT's consideration for the Lease, Guarantor has entered into that certain Improvement and Maintenance Agreement with County on even date with the Lease wherein Guarantor shall perform certain obligations as set forth in said agreement.

In consideration of Landlord entering into the Lease of the Property to Tenant, Guarantor covenants and agrees as follows:

Section 1. Guaranty.

Guarantor absolutely and unconditionally guarantees to Landlord the full, faithful, and timely performance by Tenant of the Lease, or any extensions, renewals, or modifications of the Lease; provided, however, that Guarantor's obligations hereunder and under the Improvement Agreement are limited to Guarantor's revenues, income, receipts, proceeds, and money attributable to the operation of, and the assets related to,

the NSLA (the "NSLA Property") and explicitly excludes any revenue, income, receipts and money attributable to the operations of, and assets related to, AAE, GAVRT, AVCI or the Foundation (the "Excluded Property"). The Parties acknowledge and agree that timely and complete performance of the Improvement Agreement by Guarantor is deemed a material covenant of Tenant under the Lease. If Tenant shall default at any time in the performance of any covenant or obligation under the Lease, then Guarantor, at Guarantor's expense, shall on demand by Landlord fully and promptly perform all covenants and obligations to be performed by Tenant pursuant to the Lease, but such performance shall be limited to the NSLA Property, and Guarantor shall not be obligated to use any Excluded Property in its performance of its obligations under the Improvement Agreement or the Guaranty. In addition, and not withstanding any contrary language in the Lease, Guarantor shall on demand by Landlord pay to Landlord all amounts due to Landlord, including, without limitation, all interest on past due obligations of Tenant, costs advanced by Landlord, damages, and all expenses (including, without limitation, court costs and reasonable attorney fees) that may arise in consequence of Tenant's default, but solely from the NSLA Property.

Section 2. Waivers.

Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability under this Guaranty, to:

(a) consent to any extensions, accelerations, or other changes in the time for any payment provided for in the Lease, or consent to any other alteration of any covenant, term, or condition of the Lease in any respect, and to consent to any assignment, subletting, or reassignment of the Lease;

(b) take and hold security for the performance of any covenant, term, or condition of the Lease, or exchange, waive, or release any security, but only from the NSLA Property; and

(c) apply this security and direct the order or manner of its sale as LANDLORD may determine. Notwithstanding any termination, renewal, extension or holding over of the Lease, this Guaranty of Lease shall continue until all of the covenants and obligations on the part of Tenant under the Lease to be performed have been fully and completely performed by Tenant and Guarantor shall not be released of any obligation or liability under this Guaranty so long as there is any claim against Tenant arising out of the Lease that has not been settled or discharged in full.

Section 3. Independent Obligations.

The obligations of Guarantor under this Guaranty are independent of, and may exceed, the obligations of Tenant. A separate action may, at Landlord's option, be brought and prosecuted against Guarantor, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any action, and Guarantor may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with, or based upon the Lease. Guarantor waives any right to

(a) require Landlord to proceed against Tenant or any other person or entity or pursue any other remedy in Landlord's power;

(b) complain of delay in the enforcement of Landlord's rights under the Lease; and

(c) require Landlord to proceed against or exhaust any security held from Tenant or Guarantor. Guarantor waives any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause of the liability of Tenant. Guarantor waives all demands upon and notices to Tenant and to Guarantor, including, without limitation, demands for performance, notices of nonperformance, notices of non-payment, and notices of acceptance of this Guaranty of Lease.

Section 4. Definition of Tenant; Limitations.

For purposes of this Guaranty of Lease and the obligations and liabilities of Guarantor, the term "Tenant" shall be deemed to include any and all affiliates, concessionaires, licensees, franchisees, department operators, assignees, subtenants, or others directly or indirectly leasing or occupying the Property leased under the Lease or operating or conducting a business in or from the Property, as permitted by the Lease. Notwithstanding the foregoing or anything to the contrary in this Guaranty, the Parties acknowledge and agree that Guarantor's obligations under this Guarantee shall be satisfied in their entirety by the NSLA Property. The Parties further acknowledge and agree that no revenue of Guarantor derived from its operation of AAE, GAVRT, AVCI, the Foundation or any operations other than NSLA shall be available to satisfy the obligations of Guarantor hereunder or under the Improvement Agreement, and the facilities from which Guarantor operates AAE, GAVRT, AVCI, and the Foundation and other assets related to such operations are not pledged hereunder.

Section 5. No Reporting Duty.

Guarantor assumes full responsibility for keeping fully informed of the financial condition of Tenant and all other circumstances affecting Tenant's ability to perform Tenant's obligations under the Lease, and agrees that Landlord will have no duty to report to Guarantor any information that Landlord receives about Tenant's financial condition or any circumstances bearing on Tenant's ability to perform such obligations.

Section 6. Continuing Guaranty.

This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under an insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute, whether now existing or later amended or enacted, or the disaffirmance of the Lease in any action or otherwise.

Section 7. Joint and Several Obligations.

If this Guaranty of Lease is signed, or if the obligations of Tenant are otherwise guaranteed, by more than one party, their obligations shall be joint and several, and the release or limitation of liability of any one or more of the guarantors shall not release or limit the liability of any other guarantors.

Section 8. Successors and Assigns.

This Guaranty of Lease shall be binding upon Guarantor and Guarantor's heirs, administrators, personal and legal representatives, successors, and assigns, and shall inure to the benefit of Landlord and Landlord's successors and assigns. Landlord may, without notice, assign this Guaranty of Lease, the Lease, or the rents and other amounts payable under the Lease, in whole or in part.

Section 9. Guaranty of Costs and Fees.

In addition to the amounts guaranteed, Guarantor agrees to pay reasonable attorney fees and all other costs and expenses incurred by Landlord in enforcing this Guaranty of Lease or in any action or proceeding arising out of, or relating to, this Guaranty of Lease.

Section 10. Governing Law

This Guaranty of Lease shall be deemed to be made under and shall be governed by California law in all respects, including matters of construction, validity, and performance, and the terms and provisions of this Guaranty may not be waived, altered, modified, or amended except in a writing signed by an authorized officer of Landlord and by Guarantor.

Section 11. Severance.

If any of the provisions of this Guaranty of Lease shall contravene or be held invalid under the laws of any jurisdiction, this Guaranty of Lease shall be construed as if it did not contain those provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 12. Counterparts.

This Guaranty of Lease may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument.

Guarantor has executed this Guaranty as of the date first written above.

HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE FOUNDATION, INC.

_____

Lisa Lamb, Executive Director

EXHIBIT F

FORM OF SUBLEASE FOR AFFILIATE TRANSFEREES

SUBLEASE AGREEMENT

by and between

230 SOUTH WATERMAN AVENUE LLC
as Lessor

and

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

Dated as of June 1, 2020

Pursuant to the Loan Agreement (as defined herein), the Lessor has granted, bargained, sold, alienated, pledged, set over and confirmed to the Authority (as defined herein) all rights and interests of the Lessor in this Lease Agreement, except for the Lessor's Unassigned Rights (as defined herein).

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, dated as of June 1, 2020 (this "Lease Agreement"), is by and between **230 SOUTH WATERMAN AVENUE LLC**, a California limited liability company (the "Lessor"), and **THE HIGH DESERT "PARTNERSHIP IN ACADEMIC EXCELLENCE" FOUNDATION, INCORPORATED** ("Lessee"), a California nonprofit public benefit corporation designated as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and authorized to operate charter schools by the State of California (the "State").

W I T N E S S E T H:

WHEREAS, the California Enterprise Development Authority (the "Authority") is authorized pursuant to the provisions of Article 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the "Act"), to issue its revenue bonds for the purpose of financing the acquisition, renovation, improvement, furnishing and equipping of the Series 2020 Project (as hereinafter defined); and

WHEREAS, the Lessee has requested the assistance of the Authority in financing or refinancing the acquisition, renovation, improvement, furnishing and equipping of land and charter school facilities located at 230 South Waterman Avenue, San Bernardino, California 92408, and operated by the Lessee as the charter school known as Norton Science and Language Academy; and

WHEREAS, the Authority has determined to assist the Lessee by issuing its $[PARA] Charter School Revenue Bonds (Norton Science and Language Academy Project), Tax-Exempt Series 2020A (the "Series 2020A Bonds"), and its $[PARB] Charter School Revenue Bonds (Norton Science and Language Academy Project), Taxable Series 2020B (the "Series 2020B Bonds" and, together with the Series 2020A Bonds, the "Series 2020 Bonds") pursuant to an Indenture of Trust dated as of June 1, 2020 (the "Indenture"), by and between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee"), in order to make one or more loans to the Lessor pursuant to the Loan Agreement (as defined herein) for purposes of (i) financing or refinancing the costs of the acquisition, renovation, improvement, furnishing and equipping of land and charter school facilities to be leased to the Lessee for use as Norton Science and Language Academy (the "School") and located at 230 South Waterman Avenue, San Bernardino, California (the "Series 2020 Facilities"); (ii) funding a debt service reserve fund for the Series 2020 Bonds; and (iii) paying certain expenses incurred in connection with the issuance of the Series 2020 Bonds (collectively, the "Series 2020 Project"); and

WHEREAS, the Lessee is authorized pursuant to Part 26.8 of Division 4 of Title II of the Education Code of the State of California (the "Charter School Act"), to lease facilities for the purpose of operating its charter schools; and

WHEREAS, the Lessor proposes to lease to the Lessee and the Lessee desires to lease from the Lessor the Leased Property, upon the terms and conditions hereinafter set forth in this Lease Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

All terms defined in Article I of the Indenture and not otherwise defined herein shall have the same meaning in this Lease Agreement. In addition, the following terms, except where the context indicates otherwise, shall have the respective meanings set forth below:

"*Accountant*" means any independent certified public accounting firm licensed to practice in the State (which may be the firm of accountants that regularly audits the books and accounts of the Lessee) from time to time selected by the Lessee.

"*Actual Annual Debt Service*" means the principal and interest payment requirements with respect to all Indebtedness for the Fiscal Year being tested.

"*Actual Annual Lease Payments*" means the actual amount of Base Lease Payments to be paid hereunder with respect the Fiscal Year being tested.

"*Additional Lease Payments*" means the cost of the (a) reasonable expenses of the Authority related to the performance of the provisions of the Loan Agreement, or otherwise incurred at the request of the Lessee, including but not limited to the fees and expenses described in Section 5.01(e), (f), (h) and (i) of the Loan Agreement, (b) the reasonable expenses and fees of the Trustee, the Custodian, the Dissemination Agent and Rebate Analyst and any amounts required to be deposited and replenished in the Rebate Fund, (c) any amounts required to be deposited and replenished in the Debt Service Reserve Fund, (d) any amounts required to be deposited to and replenished in the Repair and Replacement Fund, and (e) other charges and costs (together with all interest and penalties that may accrue thereon) in the event that the Lessee shall fail to pay the same, as specifically set forth herein which the Lessee assumes or agrees to pay hereunder. Additional Lease Payments do not include Base Lease Payments.

"*Administrative Services Agreement*" means any agreement between the Lessee and a charter school, including charter schools operated or managed by the Lessee, pursuant to which the Lessee provides administrative or support services.

"*Annual Administration Fees*" means any annual fees of the Trustee related to the Bonds, annual fees of the Dissemination Agent under the Continuing Disclosure Agreement, and the Authority Annual Fee (as defined in the Indenture).

"*Authorized Representative*" means, (a) in the case of the Lessor, the Chair, Vice Chairman, President or Secretary of its sole member or any other person designated as such by a statement of the Lessor or its sole member signed by one of the foregoing officers and filed with the Trustee, acting on behalf of the Lessor and, when used with reference to the performance of any act, the discharge of any duty or the execution of any certificate or other document, any officer, employee or other person authorized to perform such act, discharge such duty or execute such certificate or other document and (b) in the case of the Lessee, the Chair, Vice Chairman or

Secretary of the Lessee or any other person designated as such by a statement of the Lessee signed by one of the foregoing officers and filed with the Trustee and, when used with reference to the performance of any act, the discharge of any duty or the execution of any certificate or other document, any officer, employee or other person authorized to perform such act, discharge such duty or execute such certificate or other document.

"*Balloon Amount*" means the largest amount maturing on any Balloon Indebtedness during any twelve consecutive months in which such Balloon Indebtedness is outstanding.

"*Balloon Indebtedness*" means Long-Term Indebtedness where the principal of (and premium, if any) and interest and other debt service charges on such Long-Term Indebtedness due (or payable in respect of any required purchase of such Long-Term Indebtedness by such person on demand) in any fiscal year either are equal to at least 25% of the total principal of (any premium, if any) and interest and other debt service charges on such Long-Term Indebtedness. Balloon Indebtedness does not include Indebtedness which otherwise would be classified as Put Indebtedness.

"*Base Lease Payment Date*" means each Business Day on which the Lessee is required to make the Base Lease Payments pursuant to the schedule attached hereto as Exhibit A.

"*Base Lease Payments*" means the payments payable by the Lessee during the Lease Term as set forth in Exhibit A, as such Exhibit A may be amended hereunder from time to time, which constitute the payments payable by the Lessee for and in consideration of the right to use the Facilities during the Lease Term.

"*Bond Proceeds of a Series*" means all amounts actually or constructively received from the sale of the related Series of Tax-Exempt Bonds (including underwriters' discount or compensation, but excluding pre-issuance accrued interest), plus all investment earnings thereon.

"*Capital Improvements*" means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions which, under Generally Accepted Accounting Principles as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

"*Charter School Contract*" means, collectively, the charter contract entered into pursuant to the Charter School Act by and between the Lessee and [_____], with a term from June 1, [____] through and including June 30, [____], and any subsequent renewal thereof, as amended and modified from time to time.

"*Commitment Indebtedness*" means the obligation of any Person to repay amounts disbursed pursuant to a commitment from a Qualified Provider to pay, refinance or purchase when due, when tendered or when required to be purchased or tendered, or to extend funds for such purpose, other Indebtedness of such Person or any other obligation of any other Person, and the obligation of any Person to pay interest payable on amounts disbursed for such purposes, plus any fees, costs or expenses payable to such Qualified Provider for, under or in connection with such commitment, in the event of disbursement pursuant to such commitment or in connection with

enforcement thereof, including without limitation any penalties payable in the event of such enforcement and any indemnification, if enforceable, or contribution obligation related thereto.

"*Completion Indebtedness*" means any Long-Term Indebtedness incurred by any Person for the purpose of financing the completion of Capital Improvements, for which such Long-Term Indebtedness was incurred under the Indenture, to the extent necessary to provide for completion of the Capital Improvements in substantially the same type and scope contemplated at the time that such Long-Term Indebtedness was incurred. Completion Indebtedness may also finance interest on the Completion Indebtedness for a period up to three years from the date of issuance thereof, any reserve funds related to such Completion Indebtedness and the costs and expenses of issuing such Completion Indebtedness.

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement dated as of June 1, 2020, by and among the Lessee, the Borrower and the Dissemination Agent, as may be amended, supplemented or restated from time to time.

"*County*" means the County of San Bernardino, California.

"*Coverage Ratio*" means the ratio obtained by dividing (i) Net Income Available for Lease Payments for the Fiscal Year being tested by (ii) the sum (without duplication) of Actual Annual Lease Payments and Actual Annual Debt Service (which Actual Annual Debt Service shall not include any payments with respect to the Series 2020 Bonds); provided, however, for the purposes of Subsection 8.13(b) herein, "Coverage Ratio" means the ratio obtained by dividing (i) Net Income Available for Lease Payments for the Fiscal Year being tested by (ii) the sum (without duplication) of Maximum Annual Lease Payments and Maximum Annual Debt Service (which Maximum Annual Debt Service shall not include any payments with respect to the Series 2020 Bonds).

"*Custodian*" means Wilmington Trust, National Association, as custodian under the Lease Blocked Account Agreement.

"*Days Cash on Hand*" means as of any date of determination, the product of 365 times a fraction, (i) the numerator of which is the sum of (a) the aggregate amount of School's unrestricted cash and unrestricted investments and board designated funds that are not otherwise restricted (either permanently or temporarily) as to their use for payment of total Operating Expenses as of such date of determination and (b) amounts on deposit in the Repair and Replacement Fund and, (ii) the denominator of which is total Operating Expenses, in each case, for the period of four fiscal quarters ended on the date of determination, and determined in accordance with Generally Accepted Accounting Principles.

"*Days Cash on Hand Requirement*" means for the Fiscal Year ending June 30, 2020, and for each Fiscal Year thereafter, 45 Days Cash on Hand.

"*Debt Service*" means the Principal and Interest Requirements on Indebtedness, for the period of time for which calculated, excluding Non-Recourse Indebtedness and Subordinated Indebtedness; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service if amounts have been deposited in trust, escrowed or otherwise set aside with the Trustee for the payment thereof.

"*Dissemination Agent*" means Urban Futures, Inc., or another dissemination agent appointed pursuant to the Continuing Disclosure Agreement.

"*Electronic Means*" means telecopy, facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission.

"*Environmental Damages*" means all claims, judgments, damages, losses, penalties, fines, Liabilities (including strict liability), encumbrances, Liens (as defined in the Indenture), privileges, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and expert consultants' fees and disbursements, any of which are incurred at any time as a result of the existence of Regulated Chemicals upon, about, beneath or migrating, or threatening to migrate, onto or from the Facilities, or the existence of a violation of Environmental Requirements pertaining to the Facilities, regardless of whether or not such Environmental Damages were caused by or within the control of the Lessee.

"*Environmental Law*" means the Comprehensive Environmental Response, Compensation and Liability Act of 1976, 42 U.S.C. §§ 6901 *et seq.*, Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. §§ 1820 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1810 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 9601 *et seq.*; the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.* and the Clean Air Act, 42 U.S.C. §§ 7412 *et seq.*, and any other applicable federal or State laws pertaining to the protection of the environment, as any such laws may be amended, modified or supplemented and any regulations promulgated pursuant to any of the foregoing.

"*Environmental Report*" means any Environmental Assessment, Tests (each as defined in Section 6.08 herein), or other environmental report or audit conducted at the Facilities for any reason.

"*Environmental Requirements*" means all applicable federal, State, regional or local laws, statutes, rules, regulations or ordinances, concerning public health, safety or the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601, *et seq.*, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901, *et seq.*, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251, *et seq.*, the Toxic Substances Control Act of 1976, 15 U.S.C. §2601, *et seq.*, the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §11001, *et seq.*, the Clean Air Act of 1966, as amended, 42 U.S.C. §7401, *et seq.*, the National Environmental Policy Act of 1975, 42 U.S.C. §4321, the Rivers and Harbors Act of 1899, 33 U.S.C. §401 *et seq.*, the Endangered Species Act of 1973, as amended 16 U.S.C. §1531, *et seq.*, the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §651, et. seq., the Safe Drinking Water Act of 1974, as amended 42 U.S.C. §300(f), *et seq.*, and all rules, regulations, policies and guidance documents promulgated or published thereunder, and any State, regional, county or local statute, law, rule, regulation or ordinance relating to public health, safety or the environment, including, without limitation those relating to:

(a) releases, discharges, emissions or disposals to air, water, land or groundwater;

(b) the withdrawal or use of groundwater;

(c) the use, handling, or disposal of polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde;

(d) the transportation, treatment, storage, disposal, release or management of hazardous substances or materials (including, without limitation, petroleum, its derivatives, by-products or other hydrocarbons), and any other solid, liquid, or gaseous substance, exposure to which is prohibited, limited or regulated, or may or could pose a hazard to the health and safety of the occupants of the Facilities or any property adjacent to or surrounding the Facilities;

(e) the exposure of persons to toxic, hazardous; or other controlled, prohibited or regulated substances; and

(f) any Regulated Chemical.

"*Event of Default*" means those defaults specified in Section 10.01 hereof.

"*Facilities*" means the Series 2020 Facilities and any other facilities hereafter owned by the Borrower at any time and leased to the Lessee under the Lease for the operation of the School, and pledged to the Trustee to secure the Bonds.

"*Financial Products Agreement*" means an interest rate swap, cap, collar, floor, forward or other hedging agreement, arrangement or security, however denominated, identified to the Trustee and the Lessor in a certificate signed by an Authorized Representative of the Lessee as having been entered into by the Lessee with a Qualified Provider not for investment purposes but with respect to Indebtedness (which Indebtedness shall be specifically identified in the certificate) for the purpose of (1) reducing or otherwise managing the Lessee's risk of interest rate changes or (2) effectively converting the Lessee's interest rate exposure from a fixed rate exposure to a variable rate exposure, or from a variable rate exposure to a fixed rate exposure.

"*Indebtedness*" means all indebtedness of the Borrower or the Lessee (as consolidated for financial reporting purposes) for borrowed moneys related to or payable from, in whole or in part, revenues of the School, including, but not limited to, indebtedness which has been incurred or assumed in connection with the acquisition, construction, improvement, renovation or equipping of the Facilities, all indebtedness, no matter how created, secured by the Facilities, whether or not such indebtedness is assumed by the Borrower or the Lessee, any leases with a term longer than one year or required to be capitalized in accordance with Generally Accepted Accounting Principles, installment purchase obligations and guaranties.

"*Insurance Consultant*" means an independent insurance consultant and/or risk management firm or an insurance broker or an insurance agent (which may be a consultant, firm, broker or agent with whom the Lessee regularly transacts business) selected by the Lessee.

"*Interest Rate Swap*" means an agreement with a Swap Provider pursuant to which the interest rate on variable rate Indebtedness is synthetically fixed.

"*Lease Blocked Account Agreement*" means the Lease Blocked Account Agreement, dated on or before the Bond Closing, by and between the Lessee and the Custodian.

"*Lease Payments*" means the Base Lease Payments and the Additional Lease Payment due hereunder.

"*Lease Term*" means the time during which the Lessee is the lessee of the Facilities under this Lease Agreement, as provided in and subject to Article III hereof; provided that certain provisions of this Lease Agreement survive the termination of the Lease Term, as provided in Article III hereof.

"*Leased Property*" means the Series 2020 Facilities and any other facilities hereafter owned by the Lessor at any time and leased to the Lessee under this Lease Agreement, and pledged to the Trustee to secure the Bonds.

"*Lessee*" means The High Desert "Partnership in Academic Excellence" Foundation, Incorporated, a California nonprofit public benefit corporation designated as an organization described in Section 501(c)(3) of the Code and authorized to operate charter schools by the State under the Charter School Act, or any successor thereto, and any surviving, resulting or transferee entity thereof, as provided in this Lease Agreement.

"*Lessee Actual Annual Debt Service*" means the principal and interest payment requirements with respect to all Lessee Indebtedness for the Fiscal Year being tested.

"*Lessee Coverage Ratio*" means the ratio obtained by dividing (i) Lessee Net Income Available for Lease Payments for the Fiscal Year being tested by (ii) the sum (without duplication) of Actual Annual Lease Payments and Lessee Actual Annual Debt Service (which Lessee Actual Annual Debt Service shall not include any payments with respect to the Series 2020 Bonds).

"*Lessee Documents*" means this Lease Agreement, the Tax Regulatory Agreement, the Lease Blocked Account Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and each of the other agreements, certificates, contracts or instruments to be executed by the Lessee in connection with the Loan Agreement and the issuance of the Bonds.

"*Lessee Indebtedness*" means all indebtedness of the Borrower or the Lessee (as consolidated for financial reporting purposes) for borrowed moneys, including, but not limited to, indebtedness which has been incurred or assumed in connection with the acquisition, construction, improvement, renovation or equipping of facilities, all indebtedness, no matter how created, whether or not such indebtedness is assumed by the Borrower or the Lessee, any leases with a term longer than one year or required to be capitalized in accordance with Generally Accepted Accounting Principles, installment purchase obligations and guaranties.

"*Lessee Net Income Available for Lease Payments*" means, for any period of determination thereof, the aggregate Lessee Revenues for such period, plus the interest earnings on moneys held in any debt service reserve fund related to any Lessee Indebtedness, minus the total Lessee Operating Expenses for such period but excluding (i) any profits or losses which would be regarded as extraordinary items under Generally Accepted Accounting Principles, (ii) gain or loss in the extinguishment of Lessee Indebtedness, (iii) proceeds of the Bonds and any other Lessee

Indebtedness permitted by this Lease Agreement, (iv) proceeds of insurance policies, other than policies for business interruption insurance, maintained by or for the benefit of Lessee, (v) proceeds of any sale, transfer or other disposition of any of Lessee's assets by the Lessor or the Lessee, (vi) proceeds of any condemnation or any other damage award received by or owing to Lessee, (vii) amounts expended for Base Lease Payments; and (viii) subordinated Support Office Service Fees.

"*Lessee Operating Expenses*" means fees and expenses of the Lessee, including Base Lease Payments and Additional Lease Payments, maintenance and repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, rental payments, interest expenses, advertising costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Lessee, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Lessee not otherwise mentioned herein, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with Generally Accepted Accounting Principles, and amounts payable under the Ground Lease that are the responsibility of the Lessor and not otherwise accounted for under this definition, all in such amounts as reasonably determined by the Lessee; provided, however, "Lessee Operating Expenses" shall not include (a) depreciation and amortization expenses, (b) other non-cash expenses, (c) those expenses which are actually paid from revenues of the Lessee which are not Lessee Revenues, (d) those expenses which are actually paid from any proceeds of Long-Term Indebtedness or Long-Term Indebtedness Unrelated to the School, (e) one-time expenses, and (f) expenditures for capitalized assets.

"*Lessee Revenues*" means, regardless of source and to the extent permitted by law, all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of the Lessee, including the rights to receive such revenues, all as calculated in accordance with Generally Accepted Accounting Principles, proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by the Lessee; and all gifts, grants, bequests and contributions (including income and profits therefrom) related to the Lessee to the extent permitted by the terms thereof.

"*Lessor*" means 230 South Waterman Avenue LLC, a California limited liability company or any successor thereto, or any surviving, resulting or transferee entity thereof, as provided in this Lease Agreement.

"*Lessor Documents*" means this Lease Agreement, the Continuing Disclosure Agreement, the Deed of Trust, the Loan Agreement, the Promissory Note, the Bond Purchase Agreement, and each of the other agreements, certificates, contracts or instruments to be executed by the Lessor in connection with this Lease Agreement and the issuance of the Bonds.

"*Lessor's Unassigned Rights*" means the rights of the Lessor to (a) inspect books and records of the Lessee, (b) give or receive notices, approvals, consents, requests and other communications, (c) receive payment or reimbursement for expenses, (d) immunity from and limitation of liability, (e) indemnification from liability by the Lessee, and (f) security for the Lessee's indemnification obligation.

"*Liabilities*" means any causes of action (whether in contract, tort or otherwise), claims, costs, damages, demands, judgments, liabilities, losses, suits and expenses (including, without limitation, reasonable costs of investigation, and attorney's fees and expenses) of every kind, character and nature whatsoever.

"*Loan*" means the loan by the Authority to the Lessor of the proceeds from the sale of a Series of Bonds pursuant to the Loan Agreement.

"*Long-Term Indebtedness*" means any Indebtedness incurred, assumed or guaranteed by the Lessee payable from or secured by Revenues or assets of the School, maturing on or after the expiration of the one year period after it is incurred.

"*Long-Term Indebtedness Unrelated to the School*" means indebtedness (including leases with a term longer than one year or required to be capitalized in accordance with in accordance with Generally Accepted Accounting Principles) incurred, assumed or guaranteed by the Lessee not payable from or secured by Revenues, the Facilities or assets of the School, maturing on or after the expiration of the one year period after it is incurred

"*Management Consultant*" means a Person, including an Accountant (as defined in the Lease Agreement), qualified to study the operations of facilities like the charter school facilities operated by the Lessee, and having a favorable reputation in the industry and, unless otherwise specified herein, retained by the Lessee.

"*Maximum Annual Debt Service*" means, as of any date of calculation, the highest Principal and Interest Requirements on Long-Term Indebtedness (provided the final maturity payment for a Series of Bonds shall be reduced by amounts on deposit in the Debt Service Reserve Fund and available for such payment) for any current or any succeeding Fiscal Year, taking into account the provisions for determining the Principal and Interest Requirements on Long-Term Indebtedness set forth in Section 8.13 hereof.

"*Maximum Annual Lease Payments*" means, as of any date of calculation, the highest amount of Base Lease Payments to be paid hereunder with respect to the current or any succeeding Fiscal Year; provided that for purposes of this calculation, the Base Lease Payments due in the final year of the Lease Term shall be reduced by amounts on deposit in the Debt Service Reserve Fund and available for such payment.

"*Net Income Available for Lease Payments*" means, for any period of determination thereof, the aggregate Revenues for such period, plus the interest earnings on moneys held in the Debt Service Reserve Fund, minus the total Operating Expenses for such period but excluding (i) any profits or losses which would be regarded as extraordinary items under Generally Accepted Accounting Principles, (ii) gain or loss in the extinguishment of Indebtedness, (iii) proceeds of the Bonds and any other Indebtedness permitted by this Lease Agreement, (iv) proceeds of insurance policies, other than policies for business interruption insurance, maintained by or for the benefit of Lessee, (v) proceeds of any sale, transfer or other disposition of any of Lessee's assets by the Lessor or the Lessee, (vi) proceeds of any condemnation or any other damage award received by or owing to Lessee, (vii) amounts expended for Base Lease Payments; and (viii) subordinated Support Office Service Fees.

"*Net Proceeds*" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof payable to the Lessor or the Lessee, as applicable, or to which the Lessor or the Lessee, as applicable, has a right, less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

"*Non-Recourse Indebtedness*" means Long-Term Indebtedness incurred for the purpose of financing Capital Improvements or tangible personal property secured by a lien on, or security interest in, the property being financed and evidenced by an instrument which expressly provides that such Long-Term Indebtedness is not on a parity with the Bonds under the Indenture and upon default in the payment of the principal thereof or interest thereon the obligee thereof may look only to the property securing the same and not to the credit of the Lessee nor to any other assets of the Lessee.

"*Operating Expenses*" means fees and expenses of the School, including Base Lease Payments and Additional Lease Payments, maintenance and repair expenses, utility expenses, administrative and legal expenses, subordinated Support Office Service Fees, miscellaneous operating expenses, rental payments, interest expenses, advertising costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the School, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the School not otherwise mentioned herein, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with Generally Accepted Accounting Principles, all in such amounts as reasonably determined by the School; provided, however, "Operating Expenses" shall not include (a) depreciation and amortization expenses, (b) other non-cash expenses, (c) those expenses which are actually paid from revenues of the School which are not Revenues, (d) those expenses which are actually paid from any proceeds of Long-Term Indebtedness, (e) one-time expenses, and (f) expenditures for capitalized assets.

"*Person*" includes an individual, association, corporation, partnership, limited liability company, joint venture or a government or an agency or a political subdivision thereof.

"*Principal and Interest Requirements on Long-Term Indebtedness*" means, for any Fiscal Year, the amount required to pay the interest and principal for Long-Term Indebtedness in such Fiscal Year, excluding "funded interest" from the proceeds of Indebtedness. Principal and Interest Requirements on Indebtedness shall be calculated in accordance with Section 8.13(j) hereof.

"*Projected Rate*" means, in connection with any calculation of Balloon Amount, either (a) the interest rate on an Interest Rate Swap related to Balloon Indebtedness for which such Balloon Amount is being determined or (b) the projected yield at par of an obligation, as set forth in the report of a Management Consultant that states in determining the Projected Rate such Management Consultant reviewed the yield evaluations at par of not less than three obligations selected by such Management Consultant, the interest on which is excludable from gross income for federal income tax purposes (or, if it is not expected that it would be possible to issue such tax-exempt obligations to refinance the Indebtedness with respect to which debt service is being estimated or if it is not intended that the interest on the obligation for which the Projected Rate is being determined be excludable from gross income for federal income tax purposes, the obligations the interest on

which is subject to federal income tax), which obligations such Management Consultant states in its opinion are reasonable comparators to be utilized in developing such Projected Rate.

"*Put Date*" means (i) any date on which an owner of Put Indebtedness may elect to have such Put Indebtedness paid, purchased or redeemed by or on behalf of the underlying obligor prior to its stated maturity date; or (ii) any date on which Put Indebtedness is required to be paid, purchased or redeemed from the owner by or on behalf of the underlying obligor (other than at the option of the owner) prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund or other than by reason of acceleration upon the occurrence of an event of default.

"*Put Indebtedness*" means Indebtedness incurred, assumed or guaranteed by the Lessee payable from or secured by Revenues or assets of the School which is (a) payable or required to be purchased or redeemed by or on behalf of the underlying obligor, at the option of the owner thereof, prior to its stated maturity date; or (b) payable or required to be purchased or redeemed from the owner by or on behalf of the underlying obligor (other than at the option of the owner) prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund or other than by reason of acceleration or required purchase upon the occurrence of an event of default.

"*Qualified Provider*" means any financial institution or insurance company which is a party to a Financial Products Agreement if the unsecured long-term debt obligations of such financial institution or insurance company (or of the parent or a subsidiary of such financial institution or insurance company if such parent or subsidiary guarantees the performance of such financial institution or insurance company under such Financial Products Agreement), or obligations secured or supported by a letter of credit, contract, guarantee, agreement, insurance policy issued by such financial institution or insurance company (or such guarantor parent or subsidiary), are rated in one of the three highest rating categories (without regard to numerical or similar modifiers) of Rating Agency at the time of the execution and delivery of the Financial Products Agreement, provided that if such rating requirement is not satisfied, the Financial Products Agreement must be collateralized by obligations deposited with the Lessee or the Lessee's agent, which would be legal investments for a public entity pursuant to California Government Code section 53600 *et seq.* and which maintains a market value of not less than one hundred percent of the principal amount relating to such Financial Products Agreement.

"*Refunding Indebtedness*" means any Indebtedness issued for the purpose of refunding any outstanding Long-Term Indebtedness or Put Indebtedness and financing the funding of related reserve funds, costs of issuance and other costs related to such refunding.

"*Regulated Chemicals*" means any substance, the presence of which requires investigation, permitting, control or remediation under any federal, State or local statute, regulation, ordinance or order, including without limitation:

(a) any substance defined as "hazardous waste" under the Resource Conservation and Recovery Act, as amended (42 U.S.C. §6901 *et seq.*);

(b) any substance defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §9601 *et seq.*);

(c) any substance defined as a "hazardous material" under the Hazardous Materials Transportation Act (49 U.S.C. § 1800 *et seq.*);

(d) any substance defined under any California statute analogous to (a), (b) or (c), to the extent that said statute defines any term more expansively;

(e) asbestos;

(f) urea formaldehyde;

(g) polychlorinated biphenyls;

(h) petroleum, or any distillate or fraction thereof;

(i) any hazardous or toxic substance designated pursuant to the laws of the State; and

(j) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority.

"*Revenues*" means, regardless of source and to the extent permitted by law, all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of the School, including the rights to receive such revenues, all as calculated in accordance with Generally Accepted Accounting Principles, including State Payments, proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by the Lessee related to the School; and all gifts, grants, bequests and contributions (including income and profits therefrom) related to the School to the extent permitted by the terms thereof.

"*School*" means the Norton Science and Language Academy and any charter school operated by the Lessee pursuant to the Charter School Contract.

"*Series 2020 Facilities*" means the land and educational facilities located at 230 South Waterman Avenue, San Bernardino, California 92408.

"*Short-Term Indebtedness*" means Indebtedness incurred, assumed or guaranteed by the Lessee payable from or secured by Revenues or assets of the School having an original maturity less than or equal to one year and not renewable at the option of the Lessee for a term greater than one year beyond the date of original incurrence.

"*Short-Term Indebtedness Unrelated to the School*" means indebtedness incurred, assumed or guaranteed by the Lessee not payable from or secured by Revenues, the Facilities or assets of the School, having an original maturity less than or equal to one year and not renewable at the option of the Lessee for a term greater than one year beyond the date of original incurrence.

"*State Payments*" means any and all payments made to or for the benefit of the Lessee allocable to the School pursuant to the Charter School Act and that are permitted to be used for the purposes set forth in this Lease Agreement.

"*Subordinated Indebtedness*" means Indebtedness incurred, assumed or guaranteed by the Lessee payable from or secured by Revenues or assets of the School which, with respect to any issue thereof, is evidenced by instruments, or issued under an indenture or other document, containing provisions for the subordination of such Indebtedness to the Bonds or any other Indebtedness issued following the date thereof (to which appropriate reference shall be made in the instrument evidencing such Indebtedness).

"Support Office Service Fees" means any fee or charge, including any funds transfer recognized as an expenditure for accounting purposes, charged by the Lessee for administrative or support services provided to the School, including pursuant to an Administrative Services Agreement, which fee shall be subordinate to the payment of Lease Payments due under this Lease.

"*Swap Provider*" means is any financial institution or insurance company, which has an Investment Grade Rating on its unsecured long-term obligations, acting as the counterparty to the Lessee under any Interest Rate Swap.

"*Variable Rate Indebtedness*" means any portion of Long-Term Indebtedness the interest rate on which varies periodically such that the interest rate on any future date cannot accurately be calculated.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by Lessor. The Lessor represents and covenants that:

(a) The Lessor is duly organized and existing as a limited liability company under the laws of the State, it is in good standing and authorized to transact business in the State, it will maintain, extend and renew its existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) The Lessor's sole member is the Lessee. The Borrower has not filed Form 8832 to treat the Borrower as a corporation and has not otherwise made an election to be treated as a corporation for federal income tax purposes. The Lessee has not filed Form 8832 to treat the Borrower as a corporation and has not otherwise made an election to treat the Borrower as a corporation for federal income tax purposes. The Borrower continues to be treated as a single member disregarded entity for federal income tax purposes.

(c) The Lessor is organized and operated for the purpose and with the specific power to own the Series 2020 Facilities, has been duly authorized to execute each of the Lessor Documents and consummate all of the transactions contemplated thereby, and by the Offering Document, and the execution, delivery and performance of the Lessor Documents will not conflict with or constitute a breach of or default by the Lessor under

any other instrument or agreement to which it is a party or to which its property is bound and to carry out and consummate all the transactions contemplated hereunder, thereunder and by the Offering Document.

(d) The Lessor Documents have been duly authorized, executed and delivered by the Lessor.

(e) This Lease and the other Lessor Documents will constitute the legal, valid and binding agreements of the Lessor enforceable against the Lessor by the Trustee in accordance with their terms for the benefit of the Beneficial Owners of the Bonds, and any rights of the Authority and obligations of the Lessor not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Lessor enforceable against the Lessor by the Authority in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(f) The execution and delivery of the Lessor Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Lessor's articles of organization or operating agreement, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Lessor is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessor, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Lessor Documents, or the financial condition, assets, properties or operations of the Lessor.

(g) No consent or approval of any trustee or holder of any indebtedness of the Lessor or any guarantor of indebtedness of or other provider of credit or liquidity to the Lessor, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Lessor Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(h) The Lessor has good and marketable title to the Facilities free and clear from all encumbrances other than Permitted Encumbrances (as defined in the Indenture).

(i) The Lessor is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) (1) under the Lessor Documents, or (2) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental

authority, which default could reasonably be expected to have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Lessor Documents or the Indenture, or the financial condition, assets, properties or operations of the Lessor.

(j) All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the acquisition, construction and installation of the Facilities and the Facilities will be acquired, constructed and installed and the Facilities will be operated pursuant to and in accordance with such certificates, approvals, permits and authorizations.

(k) The Lessor will not conduct any other business or incur any other indebtedness or liabilities of any kind, except for such as is related to the ownership of the Facilities and the leasing thereof to the Lessee as provided in this Lease Agreement.

(l) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Lessor, after reasonable investigation, threatened, against or affecting the Lessor or the assets, properties or operations of the Lessor which, if determined adversely to the Lessor or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by or the validity of the Lessor Documents, or upon the financial condition, assets, properties or operations of the Lessor.

(m) None of the representations of the Lessor contained in the Lessor Documents, the Offering Document or any oral or written statement, furnished by or on behalf of the Lessor to the Authority, the Lessee, Bond Counsel or the Underwriter in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that any Lessor has not disclosed to the Authority, the Lessee, Bond Counsel or the Underwriter in writing that materially and adversely affect or in the future may (so far as the Lessor can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Lessor, or the ability of any Lessor to perform its obligations under the Lessor Documents or any documents or transactions contemplated hereby or thereby.

(n) Subsequent to the Bond Closing for the Series 2020 Bonds, the Lessor will not grant any Liens on the Series 2020 Facilities (other than the lien effected by the Deed of Trust and Permitted Encumbrances).

Section 2.02. Representations by Lessee. The Lessee represents and covenants that:

(a) It is duly organized and existing as a California nonprofit public benefit corporation qualified to do business in the State; it is an educational institution or organization established under the Charter School Act; it is in good standing under the laws of the State; it will maintain, extend and renew its corporate existence under the laws of

the State; and it will not do, suffer or permit any act or thing to be done whereby its right to transact it functions might or could be terminated or its activities restricted.

(b) It is an organization described in Section 501(c)(3) of the Code, does not constitute a private foundation under Section 509(a) of the Code, and the income of the Lessee is exempt from federal taxation under Section 501(a) of the Code. The Lessee has received a determination from the Internal Revenue Service to the foregoing effect, and none of the bases for such determination have changed since the date thereof.

(c) It has been duly authorized to execute each of the Lessee Documents and consummate all of the transactions contemplated thereby, and by the Offering Document, and the execution, delivery and performance of the Lessee Documents will not conflict with or constitute a breach of or default by the Lessee under any other instrument or agreement to which it is a party or to which its property is bound and to carry out and consummate all the transactions contemplated hereunder, thereunder and by the Offering Document.

(d) The Lessee Documents have been duly authorized, executed and delivered by the Lessee.

(e) This Lease and the other Lessee Documents will constitute the legal, valid and binding agreements of the Lessee enforceable against the Lessee by the Trustee in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the Authority and obligations of the Lessee not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Lessee enforceable against the Lessee in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(f) The execution and delivery of the Lessee Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Lessee's articles of organization or operating agreement, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Lessee is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Lessee Documents, or the financial condition, assets, properties or operations of the Lessee.

(g) No consent or approval of any trustee or holder of any indebtedness of the Lessee or any guarantor of indebtedness of or other provider of credit or liquidity to the Lessee, and no consent, permission, authorization, order or license of, or filing or

registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Lessee Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(h) All financial statements and information heretofore delivered to the Authority by Lessee, including without limitation, information relating to the financial condition of Lessee, the Series 2020 Project, the partners, joint venturers or members of Lessee, and/or any guarantor, fairly and accurately present the financial position thereof and all financial statements have been prepared (except where specifically noted therein) in accordance with Generally Accepted Accounting Principles consistently applied. Since the date of such statements, there has been no material adverse change in the financial condition or results of operations of the Lessee or the other subjects of such statements.

(i) The Lessee is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) (1) under the Lessee Documents, or (2) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default could reasonably be expected to have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Lessee Documents or the Indenture, or the financial condition, assets, properties or operations of the Lessee.

(j) All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the acquisition, construction and installation of the Facilities and the Facilities will be acquired, constructed and installed and the Facilities will be operated pursuant to and in accordance with such certificates, approvals, permits and authorizations.

(k) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Lessee, after reasonable investigation, threatened, against or affecting the Lessee or the assets, properties or operations of the Lessee which, if determined adversely to the Lessee or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by or the validity of the Lessee Documents, or upon the financial condition, assets, properties or operations of the Lessee.

(l) None of the representations of the Lessee contained in the Lessee Documents, the Offering Document or any oral or written statement, furnished by or on behalf of the Lessee to the Authority, the Lessor, Bond Counsel or the Underwriter in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that any Lessee has not disclosed to the Authority, the Lessor, Bond Counsel or the Underwriter in writing that materially and adversely affect or in the future may (so far as the Lessee can now reasonably foresee)

materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Lessee, or the ability of any Lessee to perform its obligations under the Lessee Documents or any documents or transactions contemplated hereby or thereby.

(m) The Lessee (i) understands the structure of the transactions related to the financing of the Facilities; (ii) is familiar with all the provisions of the documents and instruments related to such financing and refinancing to which the Lessee is a party or of which the Lessee is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Facilities; (iv) has not relied on the Authority or the Underwriter for any guidance or expertise in analyzing the financial consequences of such financing transactions or otherwise relied on the Authority in any manner, except to issue the Series 2020 Bonds in order to provide funds for the Loan; and (v) acknowledges that the Authority makes no warranty, either express or implied, as to the Facilities or that it will be suitable for the Lessee's or the Lessor's purposes or needs.

(n) Subsequent to the Bond Closing for the Series 2020 Bonds, the Lessee will not grant any Liens on the Facilities (other than the lien effected by the Deed of Trust and Permitted Encumbrances).

(o) The Lessee hereby acknowledges receipt of the Indenture, agrees to be bound by its terms, and accepts all obligations and duties imposed thereby.

(p) The federal employer identification number of the Lessee is 33-0542733.

(q) To the best of the Lessee's knowledge, none of the Authority Indemnified Parties has any significant or conflicting interest, financial, employment or otherwise, in the Lessee, the Facilities or in any of the transactions contemplated under the Lessee Documents.

(r) There has been no material adverse change in the financial condition, prospects or business affairs of the Lessee subsequent to the date on which the Authority adopted its resolution approving the issuance of the Series 2020 Bonds.

(s) The Lessee will comply with the Charter School Contract in all material respects and will take all reasonable action to maintain, extend and renew the Charter School Contract as long as any amounts under this Lease Agreement are due and payable.

(t) Each of the Lessee's charter schools is operated exclusively for charitable and educational purposes as a charter school under Part 26.8 of Division 4 of Title II of the California Education Code.

Section 2.03. Lessee's Tax Covenants. (a) The Lessee represents and covenants that it will not take any action or omit to take any action, which, if taken or omitted, respectively, would adversely affect the excludability of interest on the Tax-Exempt Bonds from the gross income of the owners thereof for federal income tax purposes or cause the interest on the Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code, and in the event of such action or omission, it will, promptly

upon having such brought to the Lessee's attention, take such reasonable actions based upon an Opinion of Bond Counsel, and in all cases at the sole expense of the Lessee, as may rescind or otherwise negate such action or omission. The Lessee will not, directly or indirectly, use or permit the use of any Bond Proceeds of a Series of Tax-Exempt Bonds or any other funds of the Lessee, or take or omit to take any action, that would cause the Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code (or its statutory predecessor) or to fail to meet any other applicable requirement of Sections 141, 148, 149 and 150 of the Code (or their statutory predecessor) or cause the interest on the Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code or would cause interest on the Tax-Exempt Bonds to lose their exclusion from California taxable income under present California law. To that end, the Lessee will comply with all requirements of Sections 141, 148, 149 and 150 of the Code (or their statutory predecessor) to the extent applicable to the Tax-Exempt Bonds. In the event that at any time the Lessee is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee or otherwise, the Lessee shall so instruct the Trustee in writing.

(b) The Lessee hereby covenants and agrees that it shall not enter into any arrangement, formal or informal, pursuant to which the Lessee (or any "related party," as defined in Treasury Regulations §1.150-1(b)) shall purchase the Tax-Exempt Bonds. This covenant shall not prevent the Lessee from purchasing Bonds in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(c) The Lessee covenants to comply with the covenants and procedures set forth in the Indenture and the Tax Regulatory Agreement and to deposit in the Rebate Fund such amounts as may be necessary to maintain the deposit in the Rebate Fund at an amount at least equal to the amount required to be deposited therein.

(d) All covenants and obligations of the Lessee contained in this Section 2.03 shall remain in effect and be binding upon the Lessee until all of the Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Lease Agreement or any provision for prepayment of the Lease Payments and release and discharge of the Indenture.

(e) Notwithstanding any provision of this Section 2.03, if the Lessee provides, at the Lessee's expense, to the Lessor, the Trustee and the Authority an opinion of Bond Counsel to the effect that any action required under this Section 2.03 of the Indenture or under the Tax Regulatory Agreement is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Lessor, the Lessee, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions of this Section 2.03 and the Tax Regulatory Agreement, and the covenants hereunder shall be deemed modified to that extent.

(f) The Lessee agrees that it will not take any action or omit to take any action or cause or permit any circumstance to arise or continue if such action or circumstance or omission would cause any revocation or adverse modification of such federal income tax status, unless it obtains, at the Lessee's expense, an opinion of Bond Counsel, addressed to

the Authority and the Trustee that such revocation or modification will not adversely affect the exclusion from gross income under Section 103(a) of the Code of interest paid on the Tax-Exempt Bonds or cause the interest on the Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

Section 2.04. Lessee's Covenant to Comply With Charter School Act. The Lessee covenants to comply fully and in all respects with the provisions of the Charter School Act so long as any Bonds remain Outstanding.

ARTICLE III

TERM OF AGREEMENT

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Facilities pursuant to the terms of this Lease Agreement, and this Lease Agreement shall remain in full force and effect from and after the date of delivery hereof until such time as all of the Lease Payments shall have been fully paid and all reasonable and necessary fees and expenses of the Trustee accrued and to accrue through final payment of the Lease Payments, all fees and expenses of the Authority accrued and to accrue through final payment of the Lease Payments and all other liabilities of the Lessee accrued and to accrue through final payment of the Lease Payments under this Lease Agreement have been paid; provided, however, that notwithstanding any other provision herein (a) the indemnification provisions of Sections 6.06 and 8.06 hereof and agreements contained in Section 10.04 hereof shall survive after the termination of the Lease Term; (b) all agreements, representations and certifications by the Lessee as to the exclusion from gross income of interest on the Tax-Exempt Bonds shall survive termination of the Lease Term until the expiration of statutes of limitation applicable to the liability of the Beneficial Owners of the Tax-Exempt Bonds for federal and state income taxes with respect to interest on the Tax-Exempt Bonds; and (c) upon the defeasance of the Bonds under the Indenture, all the indemnification provisions of Sections 6.06 and 8.06 hereof shall be enforceable by the Indemnified Parties, and all such agreements, representations and certifications regarding the exclusion from gross income of the interest on the Tax-Exempt Bonds shall be enforceable by the Beneficial Owners of the Tax-Exempt Bonds, directly against the Lessee.

ARTICLE IV

GROUND LEASE

The Lessor is the lessee of the Series 2020 Facilities under that certain Ground Lease Agreement, dates as of [____], 2020 (the "Ground Lease"), by and between Lessor and the County of San Bernardino and the City of San Bernardino (together, the "Ground Lessor"). Lessee will and hereby agrees to be subject to and bound by and to comply with the Ground Lease and to satisfy all applicable terms and conditions of the Ground Lease for the benefit of both the Ground Lessor and the Lessor, and that upon the breach of any of such terms, conditions or covenants of the Ground Lease by Lessee or upon failure by the Lessee to pay any applicable rents or other amounts thereunder or to comply with any of the provisions of the Lease, Lessor may exercise any and all rights and remedies granted to Ground Lessor by the Ground Lease, as well as any and all

rights and remedies granted to Lessor by this Lease. It is further understood and agreed that the Lessor has no duty or obligation to Lessee under the Ground Lease other than to maintain the Ground Lease in full force and effect during the term of this Lease; provided, however, that Lessor will not be liable to Lessee for any earlier termination of the Ground Lease which is not due to the fault of the Lessor. Whenever the provisions of the Ground Lease which have been incorporated as provisions of this lease require the written consent of the Ground Lessor, such provisions will be construed to require the written consent of the Ground Lessor and the Lessor. Lessee hereby acknowledges that it has read and is familiar with the terms of the Ground Lease and that any termination thereof will likewise terminate the Lease. In the event of any inconsistencies between any provisions of the Lease and the Ground Lease, the terms of the Ground Lease shall govern.

ARTICLE V

PAYMENT PROVISIONS

Section 5.01. Lease Payments; Limited Obligation. The Lessee and the Lessor acknowledge and agree that the Base Lease Payments and Additional Lease Payments required hereunder during the Lease Term shall be payable from the Revenues and any other legally available funds of the School. Notwithstanding any other provision in this Lease Agreement to the contrary, no indebtedness of any kind incurred or created hereunder shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the Lessee hereunder shall involve or be secured by the faith, credit or taxing power of the State or its political subdivisions.

Section 5.02. Base Lease Payments, Additional Lease Payments and Other Amounts Payable.

(a) The Lessee shall pay directly to the Trustee, or the Custodian on behalf of the Trustee, all Base Lease Payments at least one Business Day prior to the Base Lease Payment Dates and in the amounts set forth in Exhibit A attached hereto and made a part hereof, as it may be amended from time to time hereunder.

(b) [Reserved]

(c) The Lessee shall pay all Additional Lease Payments directly to the party to whom owed at the times and as otherwise provided herein or in the Loan Agreement, Indenture or Lease Blocked Account Agreement; *provided, however,* that Additional Lease Payments for Annual Administration Fees shall be paid to the Trustee, or the Custodian on behalf of the Trustee, at least one Business Day prior to the Base Lease Payment Date and in the amounts set forth in Exhibit A attached hereto, for deposit into the Expense Fund established under the Indenture.

(d) On or before any redemption date pursuant to Section 5.01 of the Indenture (other than sinking fund redemption), the Lessee shall pay an amount of money that, together with the Lease Payments made by the Lessee and then on deposit in the Bond Fund and any amounts transferred from the Debt Service Reserve Fund to the Bond Fund, is sufficient to pay the principal of, premium, if any, and interest to the redemption date on the Bonds called for redemption.

(e) As further described in Sections 6.02 and 6.03 hereof, the Lessee shall pay or provide for the payment of all taxes and assessments, general or special, concerning or in any way related to the Facilities or any part thereof, and any other governmental charges or impositions whatsoever related to the Facilities, and premiums for insurance policies maintained on the Facilities as required by this Lease Agreement.

(f) In the event the Lessee should fail to make or fail to cause to be made any of the payments required by this Section 5.02, the item or installment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same and, with respect to the payments required by subsections (a), (b), (c) and (d) of this Section 5.02, to pay interest thereon at the highest rate of interest borne by any of the Bonds, or the maximum rate permitted by law if less than such rate.

Section 5.03. Manner of Payment. The Base Lease Payments shall be paid by the Lessee by certified funds or other method of payment acceptable to the Trustee in lawful money of the United States of America to the Trustee at its designated corporate trust office. The obligation of the Lessee to pay the Base Lease Payments and Additional Lease Payments during the Lease Term shall be absolute and unconditional, payable from Revenues and other legally available funds of the School and payment of the Base Lease Payments and Additional Lease Payments shall not be abated through accident or unforeseen circumstances, or for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Facilities, commercial frustration of purpose, or failure of the Lessor to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease Agreement, it being the intention of the parties that the payments required by this Lease Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the Lessee's rights under Section 6.02 hereof. Notwithstanding any dispute between the Lessee and Lessor, the Lessee shall, during the Lease Term, make all payments of Base Lease Payments and Additional Lease Payments when due and shall not withhold any Base Lease Payments or Additional Lease Payments pending final resolution of such dispute (except to the extent permitted by Section 6.02 hereof with respect to certain Additional Lease Payments), nor shall the Lessee assert any right of set-off, recoupment or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Lessor shall affect the Lessee's obligation to pay all Base Lease Payments and Additional Lease Payments (except to the extent provided by Section 6.02 hereof with respect to certain Additional Lease Payments), during the Lease Term.

Section 5.04. Pledge by Lessee. In fulfillment of its obligations hereunder and in order to secure the payment of the Lease Payments, the Lessee hereby pledges to Lessor, and grants Lessor a security interest in and to, the following:

(a) All of the Lessee's right, title and interest in and to the Facilities, including all related additions, replacements, substitutions and proceeds;

(b) To the extent permitted by law, all Revenues;

(c) All furniture, furnishings, equipment, supplies and other tangible personal property, used in connection with the Facilities, wherever located, whether in the possession of the Lessee, warehousemen, bailee or any other person; and

(d) Any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated, as and for additional security by the Lessee or by anyone on its behalf.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.01. Maintenance and Modifications of Facilities By Lessee.

(a) The Lessee agrees that during the Lease Term the Facilities shall be operated and maintained, in compliance with all governmental laws, building codes, ordinances and regulations and zoning laws applicable to the Facilities, unless the same are being contested in good faith by appropriate proceedings. The Lessee agrees that during the Lease Term it will at its own expense (i) keep the Facilities in as safe a condition as required by law, and (ii) except to the extent the Lessee has determined that any portion of the Facilities is obsolete or not useful in its operations, keep the Facilities in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof, all of which shall be accomplished in a workmanlike manner in accordance with all applicable laws. The Lessee may, at its own expense, make from time to time any additions, modifications or improvements to the Facilities it may deem desirable for its purposes that do not substantially reduce its value; provided that all such additions, modifications and improvements made by the Lessee which are affixed to the Facilities shall become a part of the Facilities. The Lessee will not permit the removal of any personal property from the Facilities unless such personal property is obsolete, sold for fair market value or will be replaced with personal property of an equal or greater value.

(b) The Lessee will not permit any Liens, security interests or other encumbrances, other than Permitted Encumbrances, to be established or to remain against the Facilities for any additions, modifications, improvements, repairs, renewals or replacements made by the Lessee to the Facilities. However, if no Event of Default has occurred and is continuing, and after notifying the Trustee in writing of its intention to do so, the Lessee may permit the Liens to remain undischarged and unsatisfied while the Lessee is diligently prosecuting, in good faith and at its own expense, a contest of any mechanics' or other Liens filed or established against the Facilities, including any appeal therefrom. The Lessee's right to contest a Lien shall not apply, however, if the Facilities or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items.

Section 6.02. Taxes, Other Governmental Charges and Utility Charges. The Lessee will pay, as the same become due, (a) all taxes and governmental charges of any kind whatsoever

or payments in lieu of taxes that may at any time be lawfully assessed or levied against or with respect to the Facilities or any interest therein, or any machinery, equipment or other property installed or brought by the Lessee therein or thereon which, if not paid, will become a Lien on the Facilities prior to or on a parity with the lien thereon under this Lease Agreement or the Deed of Trust, (b) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities and (c) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a Lien on the Facilities; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as may have become due during the term of this Lease Agreement. The Lessee may, at its own expense, but only if no Event of Default (excluding the issue being contested hereunder) has occurred and is continuing, diligently prosecute and in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, after notifying the Trustee in writing of its intention to do so, may permit the taxes, assessments or other charges contested to remain unpaid during the period of such contest and any appeal therefrom if, in the Opinion of Counsel, the Facilities shall not be subject to loss or forfeiture.

Section 6.03. Insurance Required.

(a) Throughout the term of this Lease Agreement, the Lessee shall keep or cause to be kept, the following insurance coverages relating to the Facilities, paying as the same become due and payable all premiums with respect thereto:

(i) Insurance against loss or damage to the Facilities and all improvements thereon and therein (including, during any period of time when the Lessee is making alterations, repairs or improvements to the Facilities, improvements and betterments coverage), all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, in an amount equal to the full replacement value of the Facilities (excluding the Land);

(ii) Commercial comprehensive general liability and automobile liability insurance against claims arising in, on or about the Facilities, including in, on or about the sidewalks or premises adjacent to the Facilities, providing coverage limits not less than $1,000,000 per occurrence and $2,000,000 in aggregate;

(iii) Business interruption or rent loss insurance equal to 12 months' debt service on the Bonds and 12 months' Operating Expenses for the School; and

(iv) Such other forms of insurance as are customary in the industry or as the Lessee is required by law to provide with respect to the School, including, without limitation, any legally required worker's compensation insurance and disability benefits insurance.

(b) The Lessee shall, at its own expense, maintain and keep in force insurance of the types and in amounts customarily carried in lines of business similar to that of the Lessee, including but not limited to fire, extended coverage, public liability, flood (if Lessor's property is located in a flood zone), property damage and workers' compensation, and deliver to Lessor from time to time at Lessor's request schedules setting forth all insurance then in effect.

(c) All the insurance coverage required by this Section may be subject to deductible clauses in such amounts as are customary for facilities of similar size, type and character within the State. At least every three years, commencing not later than July 1, 2022, the Lessee shall employ (or cause to be employed), at its own expense, an Insurance Consultant to review the insurance coverage required by this Section and to render to the Lessor and the Trustee a report as to the adequacy of such coverage and as to its recommendations, if any, for adjustments thereto. The Trustee shall have no duty to review or analyze any such report and shall not be required to act upon the same. The insurance coverage required by this Section may be reduced or otherwise adjusted by the Lessee without the consent of the Trustee or the Lessor, provided that all coverages after such reduction or other adjustment are certified by the Insurance Consultant to be adequate and customary for facilities of like size, type and character, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance and the effect of such terms and such cost upon the Lessee's costs and charges for the use of the Facilities.

(d) The insurance coverage required by the Lease shall be increased or otherwise adjusted by the Lessee if as a result of such review the Insurance Consultant finds that the existing coverage is inadequate, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance, and the effect of such terms and such cost upon the Lessee's costs and charges for its services. The insurance coverage required by this Section, and modification thereof permitted or required by this paragraph, shall at all times be adequate and customary for facilities of like size, type and character, and the Lessee shall request that the Insurance Consultant so certify in the report required by this Section. The Lessee shall pay any fees charged by such Insurance Consultant and any expenses incurred by the Authority and the Trustee.

(e) All policies maintained (or caused to be maintained) by the Lessee pursuant to this Section shall be taken out and maintained with (a) generally recognized, responsible insurance companies rated not less than "A-" by A.M. Best, authorized by the State, which may include "captive" insurance companies or governmental insurance pools, selected by the Lessee and shall name the Lessee as an insured or (b) a joint powers authority. The insurance policies required by subsection (a)(i) of this Section shall name the Trustee, the Authority and the Lessor as additional insureds as their respective interests may appear (provided that with respect to insurance maintained pursuant to subsection (a)(i) of this Section, the Trustee shall also be named as a mortgagee under the terms of a standard California mortgagee loss payable endorsement), and the Trustee shall also be named as an additional insured on the policies required by subsections (a)(ii) and (a)(iii) of this Section, and, provided further that all insurance proceeds for losses related to the Facilities,

and except for worker's compensation, fidelity insurance and liability insurance, shall be paid directly to the Trustee. Such policies or certificates of insurance shall provide that the Lessee will mail and that, to the extent practicable, the insurer will endeavor to mail thirty (30) days' written notice to the Authority and the Trustee of any amendment or cancellation prior to expiration of such policy.

(f) The Lessee shall deliver to the Trustee (a) upon the date of issuance of each Series of Bonds, a certificate or certificates of insurance evidencing the coverages which the Lessee is then required to maintain pursuant to this Section, together with evidence as to the payment of all premiums then due thereon, (b) at least thirty (30) days prior to the expiration of any such policies, evidence as to the renewal thereof, if then required by this Section, and the payment of all premiums then due with respect thereto, and (c) promptly upon request by the Authority or the Trustee, but in any case within ninety (90) days after the end of each Fiscal Year, a certificate of an Authorized Representative of the Lessee setting forth the particulars as to all insurance policies maintained by the Lessee pursuant to this Section and certifying that such insurance policies are in full force and effect, that such policies comply with the provisions of this Section and that all premiums then due thereon have been paid. The Trustee shall not be responsible for the sufficiency of coverage or the amounts of any such policies.

Section 6.04. Application of Net Proceeds of Insurance. The Net Proceeds of the insurance carried pursuant to subsections (i) of Section 6.03(a) hereof shall be applied as provided in Section 7.02 hereof and Article VII of the Loan Agreement. The Net Proceeds of insurance carried pursuant to subsections (ii), (iii) and (iv) of Section 6.03(a) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

Section 6.05. Advances by Trustee. In the event the Lessee shall fail to maintain the full insurance coverage required by this Lease Agreement or shall fail to keep the Facilities in the condition required hereby (except as otherwise herein permitted), and such failure creates an Event of Default hereunder, the Trustee may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same, or make the required repairs, renewals and replacements; and all amounts advanced therefor by the Trustee shall become an additional obligation of the Lessee under this Lease Agreement, which amounts the Lessee agrees to pay on demand together with interest thereon at a rate equal to the highest interest rate borne by any of the Bonds or the maximum rate permitted by law if less than such rate.

Section 6.06. Environmental Indemnity.

(a) In addition to the indemnification set forth in Section 8.06 hereof, the Lessee and its successors, heirs and assigns, shall and do hereby indemnify and hold harmless the Registered Owners, the Beneficial Owners, the Trustee and the Authority and their successors, assigns, trustees, directors, officers, employees, agents, contractors, subcontractors, licensees and invitees (collectively referred to in this Section 6.06 as "Indemnified Parties"), for, from and against any and all Environmental Damages that the Indemnified Parties may incur as well as any and all loss, costs, damages, exemplary damages, natural resources damages, Liens and expenses, (including, but not limited to,

attorneys' and paralegals' fees and any and all other costs incurred in the investigation, defense and settlement of claims) that Indemnified Parties may incur as a result of or in connection with the assertion against Indemnified Parties, or against all or a portion of the Facilities, of any claim, civil, criminal or administrative, which:

(i) arises out of the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of any Regulated Chemical, including, but not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, medical waste and waste (including materials to be recycled, reconditioned or reclaimed); or

(ii) actually or allegedly arises out of the use of any Regulated Chemical, the existence or failure to detect the existence or proportion of any Regulated Chemical in the soil, air, surface water or groundwater, or the performance or failure to perform the abatement or removal of any Regulated Chemical or of any soil, water, surface water or groundwater containing any Regulated Chemical; or

(iii) arises out of the actual or alleged existence of any Regulated Chemical on, in, under, or affecting all or a portion of the Facilities; or

(iv) arises out of any misrepresentations of the Lessee concerning any matter involving Regulated Chemicals or Environmental Requirements; or

(v) arises out of the Lessee's failure to provide all information, make all submissions and filings, and take all steps required by appropriate government authority under any applicable Environmental Law, regulation, statute or program, whether federal, state or local, whether currently existing or hereinafter enacted.

(b) Without prejudice to the survival of any other agreements of the Lessee hereunder, this indemnification shall survive any termination, payment or satisfaction of the Bonds and the termination of this Lease Agreement, and any foreclosure or any other transfer of any kind of the Facilities and shall continue and survive *ad infinitum*.

(c) The Lessee's indemnification contained herein to each Indemnified Party is intended to be for his or her active or passive negligence or misconduct; provided, however, nothing contained herein shall be deemed to provide indemnification to any Indemnified Party with respect to any Liabilities arising from the successful allegation of fraud, gross negligence or willful misconduct of such party.

(d) The Lessee's indemnification contained herein shall be effective not only with any existing Environmental Requirements affecting the Lessee, Indemnified Parties and/or the Facilities, but also for any hereinafter enacted Environmental Law, regulation, statute or program, whether federal, State or local affecting the Lessee, Indemnified Parties and/or the Facilities.

(e) The Lessee's indemnification contained herein shall extend to any and all like claims which arise from the acts or omissions of any user, tenant, lessee, agent or invitee of the Lessee.

(f) The obligations under this Section shall not be affected by any investigation by or on behalf of Indemnified Parties, or by any information which Indemnified Parties may have or obtain with respect thereto.

(g) The Lessee's indemnification shall include the duty to defend any and all claims of the types described in this Section, and Indemnified Parties may participate in the defense of any claim of the type described in this Section without relieving the Lessee of any obligation hereunder. This duty to defend shall apply and constitute an obligation of Lessee regardless of any challenge by Lessee to this provision, the indemnification contained herein, or any other provision of this Lease Agreement. This duty to defend shall apply regardless of the validity of Lessee's indemnification, as may ultimately be determined by a court of competent jurisdiction.

Section 6.07. Environmental Covenants.

(a) *Use of Facilities.* The Lessee will not intentionally or unintentionally conduct, or allow to be conducted, any business, operation or activity on, under or in the Facilities, or employ or use the Facilities or allow for it to be employed or used, to manufacture, transport, treat, store or dispose any Regulated Chemical which would violate or potentially violate Environmental Requirements, including, but not limited to, any action which would:

(i) bring the Lessee or the Facilities within the ambit of, or otherwise violate, the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901, *et seq.*;

(ii) cause, or allow to be caused, a release or threat of release, of hazardous substances on, under, in or about the Facilities as defined by, and within the ambit of, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601, *et seq.*;

(iii) violate the Clean Air Act of 1970, as amended, 42 U.S.C. §7401, *et seq.*, or other similar State, regional or local statute, law, regulation, rule or ordinance, including without limitation, the laws of the State, or any other statute providing for the financial responsibility for cleanup for the release or threatened release of substances provided for thereunder.

The Lessee will not do or permit any act or thing, business or operation, that materially increases the dangers, or poses an unreasonable risk of harm, or impairs, or may impair, the value of the Facilities, or any part thereof.

(b) *Maintenance of Facilities.* The Lessee shall maintain the Facilities free from contamination by Regulated Chemicals and shall not intentionally or unintentionally allow a release, discharge or emission, or threat of release, discharge or emission, of any Regulated Chemical on, under, in or about the Facilities, and shall not permit the migration or threatened migration from other properties upon, about or beneath the Facilities.

(c) *Notice of Environmental Problem.* The Lessee (provided that the Lessee shall only forward to the Trustee those notices, letters, citations, orders, warnings, complaints, inquiries, claims or demands actually received by the Lessee) and/or any tenant and/or sublessee shall promptly provide a copy to Trustee, and in no event later than fifteen (15) days from the Lessee's and/or any tenants' and/or sublessee's receipt or submission, of any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that:

(i) the Lessee and/or any tenants or sublessees have violated, or are about to violate, any federal, state, regional or local environmental, health or safety statute, law, rule, regulation, ordinance, judgment or order;

(ii) there has been a release, or there is a threat of release, of any Regulated Chemical from the Facilities;

(iii) the Lessee and/or any tenants or sublessees may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of any Regulated Chemical; or

(iv) any portion of the Facilities is subject to a Lien in favor of any governmental entity for any liability, costs or damages, under Environmental Requirements arising from, or costs incurred by such governmental entity in response to, a release of any Regulated Chemical.

(d) *Response Action.* The Lessee shall take all appropriate responsive action, including any removal and remedial action ("Response Action"), in the event of a release, emission, discharge or disposal of any Regulated Chemical in, on, under or about the Facilities, so as to remain in compliance with the above, and to keep the Facilities free from and unaffected by Regulated Chemicals. The Lessee shall (i) provide Trustee, within twenty (20) days after providing the notice required under Section 6.07(c) above, with a bond, letter of credit or similar financial assurance which is equal to the cost of the Response Action and which may be drawn upon by the Trustee for the purpose of completing the Response Action if an Event of Default occurs or if the Response Action is not completed within six months of the issuance of the financial assurance, and (ii) discharge any assessment, Lien or encumbrance which may be established on the Facilities as a result thereof.

(e) *No Liens or Encumbrances.* The Lessee shall prevent the imposition of any Liens or encumbrances against the Facilities for the costs of any response, removal or remedial action or cleanup of any Regulated Chemicals. Should such a Lien or encumbrance be levied on the Facilities, the Lessee shall follow the procedure set forth in subsection (d) above.

(f) *Compliance with Environmental Requirements.* The Lessee shall carry on its business and operations at the Facilities to comply in all respects and will continue to remain in compliance with all applicable Environmental Requirements and maintain all permits and licenses required thereunder.

(g) *Additional Environmental Reports.* As long as there are any Bonds Outstanding, the Lessee shall provide the Trustee and post to EMMA a copy of any Environmental Report performed during that time. The Trustee shall have no duty to review or analyze any such environmental report and shall not be required to act upon the same unless the report creates an Event of Default hereunder and a notice of such Event of Default is delivered to the Trustee.

Section 6.08. Additional Environmental Provisions.

(a) *Right to Notify Agencies.* To the extent the Trustee receives written notice, whether from the Lessee or any other party, stating that the Lessee or the Lessor is in violation of any environmental law, statute, regulation, ordinance, rule or order, whether federal, State or local, or that there has been a release or threat of release of any Regulated Chemical from or upon the Facilities, and the Trustee, the Trustee shall promptly notify the Lessee and the Registered Owners of such notice.

(b) *Right of Inspection.*

(i) The Trustee at any time and from time to time, with reasonable cause and notice, either prior to or after the occurrence of any Event of Default hereunder, may require the Lessee to submit to the Trustee and post to EMMA within ninety (90) days of either the notice required under Section 6.07(c) hereof or a written request from the Trustee, a written report of a site assessment and environmental audit ("Environmental Assessment"), in scope, form and substance, and prepared by an independent, competent and qualified engineer, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on, under, in or about the Facilities which could necessitate an environmental response action, and which demonstrates that the Facilities comply with, and do not deviate from, all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder, and that the Lessee is in compliance with, and has not deviated from, the representations and warranties set forth in Sections 2.02 and 6.07 hereof. The Trustee shall have no duty to review or analyze any such environmental report and shall not be required to act upon the same unless the report creates an Event of Default hereunder and a notice of such Event of Default is delivered to the Trustee.

(ii) The Lessee hereby grants, and will cause any tenants or users of the Facilities to grant, to the Trustee, its agents, attorneys, employees,

consultants and contractors, upon reasonable notice and under reasonable conditions established by the Lessee which do not impede the performance of the Environmental Assessment, an irrevocable license and authorization to enter upon and inspect the Leased Property and perform such sampling, tests and analysis ("Tests"), including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Facilities, as the Trustee or its agent determines is necessary; provided, however, that the Trustee shall use its best efforts not to interfere with the operations of the Lessee's charter school or to materially damage the Facilities.

(iii) The Lessee will cooperate with the consultants and supply to the consultants such historical and operational information as may be reasonably requested by the consultants, together with any notices, permits or other written communications pertaining to violations of Environmental Requirements and any and all necessary information and make available personnel having knowledge of such matters as may be required by the Trustee, the Trustee's agents, consultants and engineers to complete an Environmental Assessment.

(iv) Should the Lessee fail to perform an Environmental Assessment within the time period set forth in Section 6.08(b)(i) hereof, and such failure creates an Event of Default hereunder, the Trustee shall have the right but not the obligation to retain an environmental consultant to perform said Environmental Assessment.

(v) The cost of performing any Environmental Assessment shall be paid by the Lessee upon demand of the Trustee and any such obligations shall be deemed to be an Additional Lease Payment due hereunder.

(c) *Event of Default.* If an Environmental Assessment reveals any violations of Environmental Requirements or the Lessee receives a notice of a violation of Environmental Requirements, and the Lessee fails to cure the violation in the time period and the manner specified in Section 10.01(b) hereof, such action will constitute an Event of Default.

(d) *No Assumption of Risk.* The Trustee's rights under this Section shall be exercised by it in its sole discretion and not for the benefit of the Lessee. The Trustee shall have no obligation (unless directed and indemnified as provided in the Indenture) to enter onto the Facilities or to take any other action which is authorized by this Article for the protection of its security interest. The Lessee specifically agrees and acknowledges that any action permitted under this Section shall not be construed to be the management or control of the Facilities by the Trustee.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.01. Damage, Destruction and Condemnation. If, during the Lease Term (a) the Facilities or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (b) title to, or the temporary or permanent use of, the Facilities or any portion thereof or the estate of the Lessee or the Lessor in the Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (c) a breach of warranty or a material defect in the construction, manufacture or design of the Facilities shall become apparent; or (d) title to or the use of all or any portion of the Facilities shall be lost by reason of a defect in title thereto; then the Lessee shall be obligated to continue to pay the amounts specified in Section 5.02 of this Lease Agreement.

Section 7.02. Treatment of Net Proceeds. The Lessee and, to the extent such Net Proceeds are within its control, the Lessor, shall cause the Net Proceeds of any insurance policies, payment of performance bonds or condemnation awards to be applied in accordance with the terms of Article VII of the Loan Agreement and Section 3.22 of the Indenture.

Section 7.03. Continuation of Operations in Event of Casualty. In the event of any damage to or destruction of the Facilities or any part thereof by fire, lightning, vandalism, malicious mischief and extended coverage perils, the Lessee shall make all diligent and reasonable efforts to continue operation of the Facilities in such a manner that will ensure continuation of State Payments or shall obtain or use other financing resources to continue operation of the Facilities and ensure due and timely payment of the Lease Payments.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.01. Annual Budget. The Lessee agrees to annually budget sufficient expenditures to provide for all Base Lease Payments, Additional Lease Payments and other amounts due under this Lease Agreement.

Section 8.02. Consolidation, Merger, Sale or Conveyance. The Lessee agrees that during the term of this Lease Agreement it will maintain its corporate existence, will continue to be a nonprofit corporation under the laws of the State of California, will not merge or consolidate with, or sell or convey all or substantially all of its assets to, any Person unless (i) no Event of Default has occurred and is continuing, (ii) it first acquires the consent of the Authority to such transaction, (iii) it provides to the Trustee notice of its intent at least ninety (90) days in advance of such consolidation, merger, sale or conveyance, and (iv) the acquirer of the Lessee's interest in the Facilities or the corporation with which it shall be consolidated or the resulting corporation in the case of a merger:

(a) shall assume in writing the performance and observance of all covenants and conditions of this Lease Agreement;

(b) shall provide the Authority and Trustee with an opinion of Bond Counsel to the effect that such merger, consolidation, sale or conveyance would not adversely affect the validity of any of the Bonds or the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds;

(c) shall provide the Authority and the Trustee with an Opinion of Counsel to the Lessee (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other corporations which are a party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business or, has any pending litigation which might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount which exceeds the insurance or reserves therefor by a sum which is more than 2% of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger or transfer and after giving effect thereto;

(d) shall provide evidence to the Authority that the surviving or acquiring entity has a consolidated tangible net worth (after giving effect to such consolidation, merger, sale or conveyance) of not less than the consolidated tangible net worth of the Lessee immediately prior to such consolidation, merger, sale or conveyance;

(e) shall provide evidence to the Authority that the Days Cash on Hand and the Coverage Ratio of the Lessee for its most recently completed Fiscal Year would not have been reduced if such consolidation, merger, sale or conveyance had occurred during such preceding Fiscal Year;

(f) shall deliver to the Trustee within thirty (30) days of the close of such transaction, an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Lessee under the Lessee Documents shall become obligations of the new entity; provided, however, the Lessee shall not be released from same; and

(g) in the case of a consolidation or merger, shall provide to the Trustee and the Authority an Opinion of Counsel to the effect that the surviving entity can continue to operate the Facilities as a charter school in accordance with the Charter School Act and that the entity is entitled to receive the State Payments.

Section 8.03. Further Assurances. The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease Agreement, subject, however, to the terms and conditions of Article X of the Indenture.

Section 8.04. Audits. The Lessee agrees that it will have the books and records of the Lessee and the School audited annually commencing with the Fiscal Year ended June 30, 2020, by an Accountant as soon as practicable after the close of such Fiscal Year. The Lessee shall furnish such audit report as described in Section 8.05 hereof.

Section 8.05. Books and Records; Compliance with Continuing Disclosure Agreement. The Lessee agrees that it will maintain proper books of records and accounts with full, true and correct entries of all of its dealings substantially in accordance with the practices generally accepted for public school accounting. The Lessee shall comply with the terms of the Continuing Disclosure Agreement and shall provide the information required thereby on or before the dates and in the manner set forth therein. The Lessee shall provide the Authority with any of the documents provided under the Continuing Disclosure Agreement upon request by the Authority within thirty (30) days after receipt of the Authority's request. The Trustee shall have no duty to review or analyze documents, including any reports, financial statements, insurance policies or certificates, or other material delivered to the Trustee under the terms of this Lease Agreement. The Trustee shall only be required to act on such information if it creates an Event of Default hereunder and a notice of such Event of Default is delivered to the Trustee.

Section 8.06. Indemnification.

(a) To the fullest extent permitted by law, the Lessee agrees to indemnify, hold harmless and defend the Authority, the Authority's members, the Trustee and each of their respective past, present and future officers, governing members, directors, officials, employees, attorneys and agents (collectively, the "Indemnified Parties"), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees and expenses, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject or under any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Bonds, the Indenture, the Lessee Documents or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Bonds;

(ii) any act or omission of the Lessee or the Borrower or any of their agents, contractors, servants, employees or licensees in connection with the Series 2020 Project, this Lease, or the Facilities, the operation of the Series 2020 Project or the Facilities, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation or construction of, the Series 2020 Project or the Facilities or any part thereof;

(iii) any lien or charge upon payments by the Lessor or the Lessee to the Authority or the Trustee, as the case may be, hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority or the Trustee in respect of any portion of the Series 2020 Project or the Facilities;

(iv) any violation of any Environmental Regulations with respect to, or the release of any Hazardous Substances at, on or under the Facilities or the Series 2020 Project or any part thereof;

(v) any defeasance and/or redemption, in whole or in part, of the Bonds;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Lessee contained in the Offering Document, as may be supplemented from time to time or any other offering statement or disclosure or continuing disclosure document for the Bonds or any of the documents relating to the Bonds to which Lessee is a party, or any omission or alleged omission by the Lessee from the Offering Document, as may be supplemented from time to time or any other offering statement or disclosure or continuing disclosure document for the Bonds of any material fact necessary to be stated therein in order to make the statements made therein by the Lessee, in the light of the circumstances under which they were made, not misleading, or any failure to timely file any continuing disclosure document in connection with the Bonds required by any undertaking or by any applicable law, rule or regulation;

(vii) any declaration that interest on the Tax-Exempt Bonds is included in gross income for federal income tax purposes, or allegations that interest on the Tax-Exempt Bonds is included in gross income for federal income tax purposes or any regulatory audit or inquiry regarding whether interest on the Tax-Exempt Bonds is included in gross income for federal income tax purposes; or

(viii) the Trustee's acceptance or administration of the trust of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Bonds to which it is a party;

except (A) in the case of the foregoing indemnification of the Trustee or any of its officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in the case of the foregoing indemnification of the Authority or any of its officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the willful misconduct including the intentional violation of law of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Lessee, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and

participate in the investigation and defense thereof, and the Lessee shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Lessee if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel, or in the case of the Authority or any of its officers, members, directors, employees, attorneys and agents, such Indemnified Party engages the Attorney General of the State as separate counsel.

(b) The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant to this Section and Sections 5.02 and 10.04 hereof shall survive the final payment or defeasance of the Bonds and in the case of the Trustee any resignation or removal. The provisions of this Section shall survive the termination of this Lease Agreement.

Section 8.07. Authority of Authorized Representative of Lessee. Whenever under the provisions of this Lease Agreement or the Indenture the approval of the Lessee is required, or the Lessor, the Authority or the Trustee is required to take some action at the request of the Lessee, such approval or such request shall be made by the Authorized Representative of the Lessee unless otherwise specified in this Lease Agreement. The Lessor, the Authority or the Trustee shall be authorized to act on any such approval or request and the Lessee shall have no complaint against the Lessor, the Authority or the Trustee as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Lease Agreement, the Loan Agreement or the Indenture by an Authorized Representative of the Lessee shall be on behalf of the Lessee and shall not result in any personal liability of such Authorized Representative.

Section 8.08. Authority of Authorized Representative of Lessor. Whenever under the provisions of this Lease Agreement the approval of the Lessor is required, or the Lessee or the Trustee is required to take some action at the request of the Lessor, such approval or such request shall be made by the Authorized Representative of the Lessor unless otherwise specified in this Lease Agreement, the Loan Agreement or the Indenture. The Lessee or the Trustee shall be authorized to act on any such approval or request and the Lessor shall have no complaint against the Lessee or the Trustee as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Lease Agreement, the Loan Agreement or the Indenture by an Authorized Representative of the Lessor shall be on behalf of the Lessor and shall not result in any personal liability of such Authorized Representative.

Section 8.09. Licenses and Qualifications. The Lessee will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its lessees to comply, with such permits, licenses and other governmental approvals necessary for operation of the Facilities as a charter school (as defined in the Charter School Act) (subject, however, to Section 8.11 hereof).

Section 8.10. Right to Inspect. Following reasonable notice to the Lessee, at any and all reasonable times during business hours, the Trustee, the Authority, the Lessor and their duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the

right (but no duty) fully to inspect the Facilities, including all books and records of the Lessee (excluding records the confidentiality of which may be protected by law), and to make such copies and memoranda from and with regard thereto as may be desired; provided, however, that they shall maintain these books and records in confidence unless required by applicable law to do otherwise and it is necessary to distribute the information to some other third party under applicable law.

Section 8.11. Assignment and Subleasing. This Lease Agreement may not be assigned by the Lessee for any reason other than to a successor by operation of law. However, the Facilities may be subleased to any other person or entity, as a whole or in part, by the Lessee, with the consent of the Lessor, and subject to each of the following conditions:

(a) this Lease Agreement and the obligations of the Lessee hereunder, shall, at all times during the Lease Term remain obligations of the Lessee subject to Sections 5.01 and 5.02 of this Lease Agreement, and the Lessee shall maintain its obligations to the Lessor, notwithstanding any sublease;

(b) the Lessee shall furnish or cause to be furnished to the Lessor a copy of any Lease Agreement;

(c) no sublease by the Lessee shall violate the Constitution or laws of the State; and

(d) the Facilities may be conveyed or subleased, in whole or in part, only to another entity or entities if, in the opinion of nationally recognized Bond Counsel, such conveyance or sublease will not impair the exclusion from gross income for purposes of federal income taxation of the Tax-Exempt Bonds.

Section 8.12. Prohibited Use. No portion of the proceeds of the Bonds shall be used to finance any facility, place or building used or to be used for sectarian instruction or study or as a place of devotional activities or religious worship, in such a manner or to such an extent as would result in any of the Tax-Exempt Bonds being treated as an obligation not described in Section 103(a) of the Code, or by a Person that is not an organization described in Section 501(c)(3) of the Code or a "governmental unit" (as defined in the Code) or by an organization described in Section 501(c)(3) of the Code (including the Corporation) in an "unrelated trade or business" (as defined in the Code), in such a manner or to such an extent as would result in any of the Tax-Exempt Bonds being treated as an obligation not described in Section 103(a) of the Code.

Section 8.13. Limitations on Incurrence of Additional Indebtedness.

(a) *Senior Indebtedness*. The Lessee shall not incur additional Indebtedness or Long-Term Indebtedness Unrelated to the School secured by Liens on any portion of the Facilities or the Revenues that are senior to the Lien of any Deed of Trust on any portion of the Facilities or the security interest in the Revenues granted by this Lease Agreement and any Deed of Trust.

(b) *Long-Term Indebtedness*. The Lessee may incur additional Long-Term Indebtedness if either of the following tests is met:

(i) the Coverage Ratio for the most recent Fiscal Year for which an audit has been completed was at least 1.10 to 1 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby); or

(ii) a Management Consultant reports that (A) the Coverage Ratio for the most recent Fiscal Year for which an audit has been completed was at least 1.10 to 1, and (B) the Coverage Ratio for each of the first three consecutive Fiscal Years following the incurrence of such Long-Term Indebtedness or, if such Long-Term Indebtedness is being issued to finance improvements, equipment or new facilities, the first three consecutive Fiscal Years after such improvements, equipment or new facilities are placed in service, is projected to be at least 1.20 to 1 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby and provided that, such projected Net Income Available for Lease Payments shall be adjusted to provide for any projected revenues and expenses anticipated as the result of any real or personal property acquired, constructed, or completed with the proceeds of any such Long-Term Indebtedness).

For the purposes of calculating "Coverage Ratio" for this subsection (b), "Coverage Ratio" means the ratio obtained by dividing (i) Net Income Available for Lease Payments for the Fiscal Year being tested by (ii) Maximum Annual Lease Payments plus, without duplication, Maximum Annual Debt Service (which Maximum Annual Debt Service shall not include any payments with respect to the Series 2020 Bonds).

(c) *Completion Indebtedness*. The Lessee may issue Completion Indebtedness in an amount not to exceed 10% of the original Indebtedness issued for the purpose of financing certain Capital Improvements, if the following conditions are met: (i) the Lessee certifies, in writing, to the Trustee that at the time the original Indebtedness issued for the purpose of financing certain Capital Improvements was incurred, the Lessee believed or had reason to believe that the proceeds of such Indebtedness together with other moneys then expected to be available to pay for such Capital Improvements would provide sufficient moneys for the completion thereof; (ii) a Consulting Architect provides the Trustee with a written statement specifying the amount necessary to complete such Capital Improvements; and (iii) the Lessee certifies, in writing, to the Trustee that the proceeds of the proposed Completion Indebtedness, together with other legally available moneys of the Lessee, will be in an amount equal to the amount set forth in clause (ii) of this subsection.

(d) *Refunding Indebtedness*. The Lessee may issue Refunding Indebtedness, provided that the Lessee certifies, in writing, to the Trustee that the Maximum Annual Debt Service will not be increased by more than 10% by such refunding.

(e) *Balloon Indebtedness*. The Lessee may issue Balloon Indebtedness if the conditions set forth in subsection 8.13(b)(i) or subsection 8.13(b)(ii) are met when it is assumed that: (A) the Balloon Amount is Long-Term Indebtedness maturing over a term equal to the term of the Balloon Amount or a term of 20 years from the date of issuance of the Balloon Indebtedness, whichever is greater; and (B) the Balloon Amount bears interest

on the unpaid principal balance at the Projected Rate and is payable on a level debt service basis over a 20-year period.

(f) *Put Indebtedness*. The Lessee may issue Put Indebtedness if:

(i) (A) at the time such Put Indebtedness is incurred a Financial Institution has provided a binding commitment that provides for the amortization of Indebtedness incurred under such commitment over a term of at least 24 months commencing with the next succeeding Put Date, to provide financing sufficient to pay such Put Indebtedness on the Put Date occurring during the term of such commitment; and (B) the conditions set forth in subsection 8.13(b)(i) or subsection 8.13(b)(ii) are met when it is assumed that the Put Indebtedness is Long-Term Indebtedness that bears interest at the Projected Rate and is payable on a level debt service basis over a 25-year period; or

(ii) (A) the period from the date of incurrence of the proposed Put Indebtedness to the first Put Date is at least 36 months and (B) the conditions set forth in clause subsection 8.13(b)(i) or subsection 8.13(b)(ii) are met when it is assumed that the Put Indebtedness is Long-Term Indebtedness that either: (i) bears interest at the fixed rate applicable to the Put Indebtedness to be incurred (with such fixed interest rate applied over the entire term of the Indebtedness, for purposes under this subsection 8.13(f)(ii)); or (ii) bears interest at the Projected Rate and is payable on a level debt service basis over a 25-year period.

(g) *Short-Term Indebtedness, Non-Recourse Indebtedness, and Subordinated Indebtedness*. The Lessee may incur Short-Term Indebtedness, Non-Recourse Indebtedness, and Subordinated Indebtedness provided that in no event shall the aggregate principal amount of all Short-Term Indebtedness, Non-Recourse Indebtedness, and Subordinated Indebtedness outstanding at any time exceed the greater of $500,000 or 5% of the Lessee's operating revenues of the School for the last preceding Fiscal Year for which audited financial statements have been prepared pursuant to Section 8.04 hereof.

(h) *Long-Term Indebtedness Unrelated to the School.* The Lessee may incur Long-Term Indebtedness Unrelated to the School if the Lessee Coverage Ratio for the first Fiscal Year following the incurrence of such Long-Term Indebtedness Unrelated to the School or, if such Long-Term Indebtedness Unrelated to the School is being issued to finance improvements, equipment or new facilities, the Fiscal Year after such improvements, equipment or new facilities are placed in service, is projected to be at least 1.00 to 1 (taking into account the proposed additional Long-Term Indebtedness Unrelated to the School and any Long-Term Indebtedness Unrelated to the School to be refinanced thereby).

(i) *Short-Term Indebtedness Unrelated to the School.* The Lessee may incur Short-Term Indebtedness Unrelated to the School without limitation.

Indebtedness may be incurred under any of subsections 8.13(b) through (i) even though other Indebtedness is simultaneously being incurred under a different subsection of this Section 8.13.

(j) The various calculations of the amount of Indebtedness, the amortization schedule of such Indebtedness and the Debt Service payable with respect to such Indebtedness for future periods required under certain provisions hereunder shall be made in a manner consistent with the provisions in this subsection.

In determining the amount of Debt Service payable on Indebtedness (including, but not limited to Balloon Indebtedness and Put Indebtedness) in the course of the various calculations required under certain provisions hereof, with respect to interest rate assumptions, if the terms of the Indebtedness being considered are such that interest thereon for any future period of time is expressed to be calculated at a varying rate per annum, a formula rate or a fixed rate per annum based on a varying index, then for the purpose of making such determination of Debt Service, interest on such Indebtedness for such period (the "Determination Period") shall be computed by assuming that the rate of interest applicable to the Determination Period is equal to the average annual rate of interest (calculated in the manner in which the rate of interest for the Determination Period is expressed to be calculated) that was or would have been in effect for the 12-month period immediately preceding the date on which such calculation is made; provided, however, that if such average annual rate of interest cannot be calculated for such entire 12-month period but can be calculated for a shorter period, then the assumed interest rate for the Determination Period shall be the average annual rate of interest that was or would have been in effect for such shorter period; and provided further, that if such average annual rate of interest cannot be calculated for any preceding period of time, then the assumed interest rate for the Determination Period shall be the initial annual rate of interest which is actually applicable to such Indebtedness upon the incurrence thereof. No Indebtedness shall be deemed to arise when Variable Rate Indebtedness is converted to Indebtedness which bears interest at a fixed rate, or when fixed rate Indebtedness is converted to Indebtedness which bears interest at a variable rate, or when the method of computing the variable rate on Variable Rate Indebtedness is changed if any such conversion is in accordance with the provisions applicable to such Indebtedness in effect immediately prior to such conversion. In determining the amount of Debt Service payable on Indebtedness that is Variable Rate Indebtedness that is subject to a Financial Products Agreement that fits (2) of the definition of Financial Products Agreement converting variable rate exposure to fixed rate exposure, the fixed rate shall be what applies.

No Debt Service shall be deemed payable with respect to Commitment Indebtedness until such time as funding occurs under the commitment which gave rise to such Commitment Indebtedness, except to the extent that the terms of such Commitment Indebtedness are to be considered pursuant to this Section in determining the amortization schedule and Debt Service payable with respect to the Indebtedness supported by the commitment which gave rise to such Commitment Indebtedness. From and after such funding, the amount of such Debt Service shall be calculated in accordance with the actual amount required to be repaid on such Commitment Indebtedness and the actual interest rate and amortization schedule applicable thereto, utilizing the various assumptions in this

Section. No Indebtedness shall be deemed to arise when any funding occurs under any such commitment or any such commitment is renewed upon terms which provide for substantially the same terms of repayment of amounts disbursed pursuant to such commitment as obtained prior to such renewal.

In making any determination of or with regard to Debt Service hereunder, the Trustee may rely on certificates, opinions and reports of Consultants as it deems appropriate.

For the avoidance of doubt, the Lessee may only incur additional Indebtedness pursuant to this Section 8.13 so long as no Event of Default has occurred and is continuing under this Lease Agreement.

In connection with the Lessee's incurrence of parity additional Indebtedness pursuant to this Section 8.13, the Lessee shall enter into such documentation as may be necessary to reflect and implement the parity position of such Indebtedness. Such documentation may consist of, but is not limited to, a custody and parity lien agreement, intercreditor agreement or deposit account control agreement (the "Parity Agreement") with a representative of the holders of the parity Indebtedness (a "Parity Trustee") and a third party (the "Indebtedness Custodian").

The Indebtedness Custodian will (a) hold all sums held by it for the payment of principal of (and premium, if any) or interest or any other amounts on the Bonds and the parity Indebtedness in trust for the benefit of the Trustee and the Parity Trustee until such sums shall be paid to such entities or otherwise disposed of as therein provided; and (b) give the Trustee notice of any default by the Lessee in the making of any such payment of principal (and premium, if any) or interest or any other amounts.

Any Revenues collected by the Indebtedness Custodian under the Parity Agreement and any proceeds of any sale of the Facilities, whether made under any power of sale herein granted or pursuant to judicial proceedings, together with, in the case of an entry or sale as otherwise provided herein, any other sums then held by the Indebtedness Custodian under the Parity Agreement, shall be applied to the payment of the Bonds and the other parity Indebtedness in a prorata fashion based on then Outstanding principal amount of the Bonds and the then outstanding principal amount of parity Indebtedness.

No holder of any parity Indebtedness shall have any right to institute any proceeding, judicial or otherwise, with respect to the documents related to such parity Indebtedness, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless:

(i) such holder has previously given written notice to the Trustee of a continuing event of default; and

(ii) the holders of not less than 50% in principal amount of all parity Indebtedness Outstanding shall have made written request to institute proceedings in respect of such event of default;

it being understood and intended that no one or more holders of any parity Indebtedness shall have any right in any manner whatever by virtue of, or by availing of, any provision of the

documents related to the applicable parity Indebtedness to affect, disturb or prejudice the rights of any other holder of parity Indebtedness, or to obtain or to seek to obtain priority or preference over any other holders, or to enforce any right under their respective documents, except in the manner herein provided and for the equal and ratable benefit of all the holders of parity Indebtedness.

Section 8.14. Operating Leases. The Lessee will not enter into any operating leases for facilities to be paid from Revenues unless the Lessee has delivered to the Trustee:

(a) Evidence that (1) the ratio for the immediately preceding Fiscal Year of (i) Net Income Available for Lease Payments (provided that for purposes of this Section 8.14, the definition of Net Income Available for Lease Payments shall also exclude base lease payments paid pursuant to the operating lease) to (ii) Actual Annual Debt Service plus Actual Annual Lease Payments plus the first year of payments to paid pursuant to the operating lease was at least 1.10 to 1 and (2) an opinion or report based on a feasibility study of an Independent consultant that for each of the two succeeding Fiscal Years occurring after the commencement of the lease term, the ratio of (i) Net Income Available for Lease Payments to (ii) Actual Annual Debt Service plus Actual Annual Lease Payments plus the payments to be paid pursuant to the operating lease is projected to be at least 1.20 to 1; or

(b) Evidence of the consent of the Beneficial Owners (as defined in the Indenture) of not less than a majority in aggregate principal amount of the Bonds then Outstanding (as defined in the Indenture).

Section 8.15. Covenant to Comply with Indenture and Loan Agreement. The Lessee hereby acknowledges receipt of the Indenture and the Loan Agreement, agrees to be bound by the respective terms thereof and accepts all obligations and duties imposed thereby.

Section 8.16. Liens. Except as specifically provided in this Lease Agreement, the Lessee covenants not to create, assume, incur or suffer to be created, assumed or incurred any Lien (other than Permitted Encumbrances) on the Facilities or the Revenues or any accounts holding Revenues.

Section 8.17. Lease Blocked Account Agreement. Lessee hereby pledges to Lessor and covenants and agrees to deposit all monies paid from the San Bernardino Office of Education, immediately upon receipt thereof (or to direct any third party or the San Bernardino County Office of Education to deposit such amounts on the date available, if at any time Lessee determines that the San Bernardino County Office of Education would follow such direction) into the blocked account (the "Blocked Account") established pursuant to the Lease Blocked Account Agreement for disbursement as specified in the Blocked Account Agreement. Except as provided in the Lease Blocked Account Agreement, the Lessee hereby covenants and agrees that it will not terminate or amend the Lease Blocked Account Agreement unless it has delivered to the Lessor and the Trustee written evidence of the consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding regarding such termination or amendment.

Section 8.18. Days Cash on Hand. The Lessee hereby covenants and agrees that the School will maintain the Days Cash on Hand Requirement.

As provided in Section 8.05(d), the Lessee will deliver, not later than December 31 following the end of each of the Borrower's Fiscal Years, commencing with the Fiscal Year ended [June 30, 2020], to the Lessor, the Trustee and the Underwriter a certificate stating the Days Cash on Hand for the Fiscal Year then ended. Commencing with the Fiscal Year ending [June 30, 2020], if such Days Cash on Hand is below the Days Cash on Hand Requirement as of any June 30, the Lessee shall retain a Management Consultant within sixty (60) days following the reporting of such failure at the Lessee's expense. The Lessee shall cause the Management Consultant to submit a written report and make recommendations within forty-five (45) days of being retained (a copy of such report and recommendations shall be filed with the Lessor, the Underwriter and the Trustee) with respect to financial matters of the Lessee which are relevant to increasing the Days Cash on Hand to at least the required level.

Copies of such recommendations shall be filed with the Lessor, the Underwriter and Trustee. The Lessee agrees that promptly upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, or to the extent practical, it shall revise its methods of operation and shall take such other reasonable actions as shall be in conformity with the recommendations. So long as the Lessee shall retain a Management Consultant and complies with such Management Consultant's recommendations to the extent practical or not prohibited by law, no default or Event of Default shall be declared solely by reason of a violation of the requirements of this Section.

Section 8.19. Coverage Ratio. As provided in Section 8.05(d), the Lessee will deliver, not later than December 31 following the end of each of the Lessee's Fiscal Years, to the Trustee and the Underwriter a certificate in the form attached hereto as Exhibit D stating the Coverage Ratio for the Fiscal Year then ended, commencing with the Fiscal Year ending [June 30, 2020]. The Coverage Ratio shall be 1.10 or above for each Fiscal Year commencing with the Fiscal Year ending [June 30, 2020]. Commencing with the Fiscal Year ending [June 30, 2020], if such Coverage Ratio is below 1.10, the Lessee shall retain a Management Consultant within sixty (60) days following the reporting of such failure at the Lessee's expense. The Lessee shall cause the Management Consultant to submit a written report and make recommendations within forty-five (45) days of being retained (a copy of such report and recommendations shall be filed with the Underwriter and the Trustee) with respect to increasing Revenues, decreasing Operating Expenses or other financial matters of the Lessee which are relevant to increasing the Coverage Ratio to at least the required level. The Lessee will, subject to the exceptions in the next sentence, adopt and follow the recommendations of the Management Consultant and will thereafter calculate the Coverage Ratio for each succeeding fiscal quarter. So long as the Management Consultant determines that the Lessee is demonstrating reasonable diligence to comply with the appropriate recommendations (excepting certain limited instances when an Opinion of Counsel is obtained excusing such actions by the Lessee or where the Lessee makes a good faith determination in a statement to the Trustee that the Management Consultant's recommendations would violate State or federal law, the educational or charitable purpose of the Lessee or the Charter School Contract) and the Coverage Ratio does not fall below 1.0 to 1 in any fiscal quarter, the Lessee will be deemed to have complied with its covenants hereunder. The Lessee shall continue to retain the Management Consultant until the Lessee has achieved a Coverage Ratio of at least the required level for at least two consecutive fiscal quarters. In the event that the Coverage Ratio is below 1.0 to 1 an event of default shall have occurred hereunder.

Any contract entered into between the Lessee and any Management Consultant engaged by the Lessee pursuant to this Section 8.19 must meet the requirements of this Lease Agreement and the Tax Regulatory Agreement.

Section 8.20. Subordination. To the extent permitted by Internal Revenue Service Revenue Procedure 2017-13, the Lessee hereby covenants and agrees: (1) this Lease Agreement at all times shall automatically be subordinate to the Deed of Trust (unless waived in writing by the beneficiary pursuant to the Deed of Trust (the "Beneficiary") thereunder), (2) Lessee shall attorn to the Beneficiary and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Property (as that term is defined in the Deed of Trust) by any purchaser at a foreclosure sale or by the Beneficiary in any manner; (3) to execute such further evidences of attornment and subordination as a mortgagee or any purchaser at a foreclosure sale may from time to time request, including a subordination and attornment agreement in form and substance acceptable to the Beneficiary or any purchaser in its sole discretion; (4) this Lease Agreement shall not be terminated by foreclosure or any other transfer of the Property; (5) after a foreclosure sale of the Property, a Beneficiary or any other purchaser at such foreclosure sale may, at the Beneficiary's or such purchaser's option, accept or terminate this Lease Agreement; and (6) the Lessee shall, upon receipt after the occurrence of an Event of Default of a written request from the mortgagee, pay all "Rents" (as that term is defined in the Deed of Trust) payable under this Lease Agreement to the mortgagee.

Section 8.21. Investor Call. On or about each February 15, commencing on or about February 15, 2021, the Borrower and the Lessee shall arrange a conference call with Registered Owners, Beneficial Owners, and potential purchasers of the Series 2020 Bonds, regarding performance of the Lessee and the School for the period ending with the preceding June 30. The Borrower and the Lessee shall provide at least 15 days' notice of such calls to EMMA.

Section 8.22. Subordination of Support Office Service Fees. If the School enters into an Administrative Services Agreement for the payment of Support Office Service Fees to the Lessee or any supporting organization of Lessee under Internal Revenue Code Section 509(a)(3), with respect to the School, so long as Bonds remain outstanding, the Lessee covenants and agrees that such Administrative Services Agreement shall provide (to the extent permitted by Rev. Proc. 2017-13, published by the U.S. Treasury Department on January 17, 2017, or subsequent or supplemental guidance) that: (i) the obligation of the Lessee to pay Support Office Service Fees relating to the School shall be subordinate to its payment of operating expenses of the School and Lease Payments to the Lessor under this Lease; (ii) the obligation of Lessee to pay Support Office Service Fees relating to the School shall be suspended for any such time as the payment of Support Office Service Fees would cause Lessee to fail to meet any of the financial covenants contained in this Lease; and (iii) during any period of time when Support Office Service Fees remain unpaid, such fees shall accrue without interest. If Lessee has not engaged a separate manager with respect to the School, Lessee agrees that it shall not apply any Revenues to costs and expenses of management unless and until all Lease Payments are fully paid and the Loan is not in default. The Lessee covenants and agrees to enter into an Administrative Services Agreement with the School by not later than June 30, 2020, which shall subordinate the obligations to pay Support Office Service Fees thereunder to the payment of operating expenses of the School and Lease Payments to the Lessor under this Lease in accordance with clauses (i) through (iii) above.

ARTICLE IX

ASSIGNMENT AND PLEDGE BY LESSOR

The Lessor shall assign certain of its rights and interests in and under this Lease Agreement to the Authority pursuant to the Loan Agreement as security for payment of the principal of, premium, if any, and interest on the Promissory Note, and the Authority will further assign its rights under the Lease Agreement to the Trustee pursuant to the Indenture as security for payment of the principal of, premium, if any, and interest on the Bonds. The Lessee hereby consents to such assignments.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Events of Default. The following shall be Events of Default of the Lessee under this Lease Agreement, and the term Event of Default shall mean, whenever it is used in this Lease Agreement, any one or more of the following events:

(a) Failure by the Lessee to make the Lease Payments required by Section 5.02 hereof by the Base Lease Payment Date.

(b) Failure by the Lessee to observe or perform any other covenant, condition or agreement on its part to be observed or performed herein other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Lessee by the Lessor, the Authority or the Trustee; provided, with respect to any such failure covered by this subsection (b), no Event of Default shall be deemed to have occurred so long as a course of action adequate in the judgment of the Trustee to remedy such failure shall have been commenced within such thirty-day period and shall thereafter be diligently pursued to completion and the failure shall be remedied within ninety (90) days of such occurrence, unless said remedy cannot be performed within ninety (90) days and the Lessee is actively working toward a remedy.

(c) The dissolution or liquidation of the Lessee, or failure by the Lessee to promptly contest and have lifted any execution, garnishment or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of its charter schools or to make any payments under this Lease Agreement. The phrase "dissolution or liquidation of the Lessee," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another domestic corporation or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 8.02 hereof.

(d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Lessee in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy,

insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Lessee or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

(e) The commencement by the Lessee of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Lessee or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of the Lessee generally to pay its debts as such debts become due, or the taking of corporate action by the Lessee in furtherance of any of the foregoing.

(f) Failure of the Lessee to comply with any covenants contained in the Tax Regulatory Agreement.

(g) Lessee violates or fails to observe or perform any terms or conditions of the Ground Lease, and fails to cure the same within any notice or grace period contained in the Ground Lease.

(h) The occurrence of an Event of Default under the Indenture, the Loan Agreement, the Deed of Trust or any of the Lessee Documents.

(i) Any representation or warranty made by the Lessee herein or made by the Lessee in any statement or certificate furnished by the Lessee either required hereby or in connection with the execution and delivery of this Lease Agreement and the sale and the issuance of the Bonds shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

(j) Judgment for the payment of money in excess of $50,000.00 (which is not covered by insurance) is rendered by any court or other governmental body against the Lessee, and the Lessee does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within sixty (60) days from the date of entry thereof, and within said sixty-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(k) A writ or warrant of attachment or any similar process shall be issued by any court against the Facilities, and such writ or warrant of attachment or any similar process is not released or bonded within sixty (60) days after its entry.

(l) Any of the Lessee's representations and warranties herein or in any of the other Lessee Documents with respect to environmental matters are false in any material respect.

(m) The termination of the Charter School Contract either by its terms or for any other reason.

The foregoing provisions of subsection (b) of this Section 10.01 are subject to the following limitations: If by reason of force majeure the Lessee is unable in whole or in part to carry out its agreements herein contained, other than the obligations on the part of the Lessee contained in Article V and in Sections 6.02, 6.03, 6.06 and 8.06 hereof, the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricane; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee. The Lessee agrees, however, if possible, to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Lessee unfavorable to the Lessee.

Section 10.02. Remedies On Default. (a) Whenever an Event of Default referred to in Section 10.01 hereof shall have occurred and is continuing, the Lessor, or the Trustee where so provided herein, may take any one or more of the following remedial steps:

(i) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture) may declare the Lease Payments payable hereunder for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become due and payable;

(ii) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture) may terminate the Lease Term and give notice to the Lessee to vacate and surrender possession of the Facilities within ten (10) Business Days of such notice;

(iii) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture) may proceed to foreclose through the courts on or otherwise sell, trade-in, repossess or liquidate the Lessee's interest in the Facilities, or any part thereof, in any lawful manner;

(iv) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture) may lease or sublease the Facilities or any portion thereof or sell any interest the Lessor has in the Facilities; and

(v) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture) may take whatever action at law

or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements or covenants of the Lessee under this Lease Agreement.

(b) Notwithstanding the foregoing, prior to the exercise by the Lessor or the Trustee of any remedy that would prevent the application of this paragraph, the Lessee may, at any time, pay all accrued payments hereunder (exclusive of any payments accrued solely by virtue of declaration pursuant to subsection (a)(i) of this Section 10.02) and fully cure all defaults, and in such event, the Lessee shall be fully reinstated to its position hereunder as if such Event of Default had never occurred.

(c) In the event that the Lessee fails to make any payment required hereby, the payment so in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid.

(d) Whenever any Event of Default has occurred and is continuing under this Lease Agreement, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the Lessor under this Article, upon notice as required to the Lessor. In addition, the Trustee shall have available to it all of the remedies prescribed in the Indenture.

(e) Any amounts collected pursuant to action taken under the immediately preceding paragraph (d) (other than sums collected for the Lessor on account of the Lessor's Unassigned Rights, which sums shall be paid directly to the Lessor), after reimbursement of any costs incurred by the Lessor or the Trustee in connection therewith, shall be applied in accordance with the provisions of the Indenture.

(f) If the Lessor or the Trustee shall have proceeded to enforce their rights under this Lease Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Lessor or the Trustee, then and in every such case, the Lessee, the Lessor and the Trustee shall be restored to their respective positions and rights hereunder, and all rights, remedies and powers of the Lessee, the Lessor and the Trustee shall continue as though no such proceedings had been taken.

(g) In the event of any payment by the Lessor, the Lessor shall be subrogated to all of Lessee's rights of recovery therefor against any Person and the Lessee shall execute and deliver all documents and instruments and perform all actions necessary to secure such rights of the Lessor.

Section 10.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised

from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein or by applicable law. Such rights and remedies given the Lessor hereunder shall also extend to the Trustee, the Beneficial Owners and the Registered Owners of the Bonds, subject to the Indenture.

Section 10.04. Agreement to Pay Attorneys' Fees and Expenses. In the event the Lessee should breach any of the provisions of this Lease Agreement and the Lessor or the Trustee should employ attorneys or incur other expenses for the collection of Lease Payments or the enforcement of performance or observance of any obligation or agreement on the part of any Lessee herein contained, the Lessee agrees that it will on demand therefore pay to the Lessor and the Trustee, as the case may be, the reasonable fees of such attorneys and such other reasonable expenses incurred by the Lessor and the Trustee. The obligations of the Lessee arising under this Section 10.04 shall continue in full force and effect notwithstanding the final payment of the Bonds or the termination of this Lease Agreement for any reason.

Section 10.05. Waiver. In the event any agreement contained in this Lease Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder. In view of the assignment of the Lessor's rights in and under this Lease Agreement to the Authority under the Loan Agreement and then to the Trustee under the Indenture, the Lessor shall have no power to waive any Event of Default hereunder without the consent of the Trustee. Notwithstanding the foregoing, a waiver of an Event of Default under the Loan Agreement or the Indenture or a rescission of a declaration of acceleration of the Bonds and a rescission and annulment of its consequences shall constitute a waiver of the corresponding Event of Default under this Lease Agreement and a rescission and annulment of its consequences; provided, that no such waiver or rescission shall extend to or affect any subsequent or other default hereunder or impair any right consequent thereon.

Section 10.06. Treatment of Funds in Bankruptcy. The Lessee acknowledges and agrees that in the event the Lessee commences a case under the United States Bankruptcy Code located at 11 U.S.C. § 101 et. seq. (the "Bankruptcy Code") or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) amounts on deposit in any of the Funds are not, nor shall they be deemed to be, property of the Lessee's bankruptcy estate as defined by § 541 of the Bankruptcy Code; (ii) that in no event shall the Lessee assert, claim or contend that amounts on deposit in any of the Funds are property of the Lessee's bankruptcy estate; and (iii) that amounts on deposit in any of the Funds are held in trust solely for the benefit of the Registered Owners and the Beneficial Owners, shall be applied only in accordance with the provisions of the Indenture, and the Lessee has no legal, equitable or reversionary interest in, or right to, such amounts.

ARTICLE XI

[RESERVED]

ARTICLE XII

MISCELLANEOUS

Section 12.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by Electronic Means, certified mail, return receipt requested, postage prepaid, facsimile or overnight courier, addressed as follows:

If to the Lessee:
The High Desert "Partnership in Academic Excellence" Foundation, Incorporated
17500 Mana Road
Apple Valley, CA 92307
Attention: Lisa Lamb, President/CEO
Telephone: (716) 946-5414
Email: LLamb@lcer.org

with a copy to:
Young, Minney & Corr LLP
655 University Avenue, #150
Sacramento, California 95825
Attention: Sarah Kollman, Esq.
Telephone: (916) 646-1400
Email: skollman@mycharterlaw.com

If to the Lessor:
230 South Waterman Avenue LLC
17500 Mana Road
Apple Valley, CA 92307
Attention: Lisa Lamb, President/CEO
Telephone: (716) 946-5414
Email: LLamb@lcer.org

with a copy to:
Young, Minney & Corr LLP
655 University Avenue, #150
Sacramento, California 95825
Attention: Sarah Kollman, Esq.
Telephone: (916) 646-1400
Email: skollman@mycharterlaw.com

If to the Authority:
California Enterprise Development Authority
2150 River Plaza Drive, Suite 275
Sacramento, California 95833
Attention: Chair
Telephone: (916) 448-8252
Email: gsahota@caled.org

If to the Trustee:	Wilmington Trust, National Association 650 Town Center Drive, Suite 800 Costa Mesa, California 92626 Telephone: (714) 384-4153
If to the Underwriters	BB&T Capital Markets 1880 Century Park East, Suite 400 Los Angeles, California 90067 Attention: Debra Boyd Telephone: (310) 975-8387 Email: dsboyd@bbandtcm.com RBC Capital Markets, LLC 777 S. Figueroa Street, Suite 850 Los Angeles, California 90017 Attention: John Solarczyk Telephone: (213) 362-4115 Email: john.solarczyk@rbccm.com

A duplicate copy of each notice, certificate or other communication given hereunder by the Lessor or the Lessee shall also be given to the Trustee. The Authority, the Lessor, the Lessee or the Trustee may, by notice hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.02. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Lessor and the Lessee, and their respective successors and assigns, subject, however, to the limitations contained in Section 8.02, Article IX and Section 12.12 hereof.

Section 12.03. Severability. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.04. Third Party Beneficiaries. Each of the Authority, Indemnified Parties and the Registered Owners are intended "Third Party Beneficiaries" of this Lease Agreement. Nothing in this Lease Agreement shall confer any right upon any person other than parties hereto, and those specifically designated as Third Party Beneficiaries of this Lease Agreement.

Section 12.05. Net Lease. This Lease Agreement shall be deemed and construed to be a "triple net lease," and the Lessee shall pay absolutely net during the Lease Term, the Base Lease Payments, Additional Lease Payments and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against the Base Lease Payments expressly provided for in this Lease Agreement).

Section 12.06. Amendments, Changes And Modifications. Except as otherwise provided in this Lease Agreement or in the Indenture, this Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Authority and the Trustee.

Section 12.07. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.08. Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State, except as such laws may be preempted by any federal rules, regulations and laws. Unless otherwise required by California law, the parties hereto expressly acknowledge and agree that any judicial action to interpret or enforce the terms of this Lease Agreement shall be brought and maintained in State and federal courts in San Bernardino County, California or the United States Bankruptcy Court in any case involving or having jurisdiction over the Lessee or the Facilities. To the extent that any provision of this Lease Agreement conflicts with any provision of the Charter School Act in effect on the date of final execution of this Lease Agreement, the provisions of the Charter School Act shall control.

Section 12.09. Filing. The Lessee shall cause the security interest in any personal property comprising a part of the Series 2020 Facilities granted to the Authority and the assignment of such security interest to the Trustee to be perfected by the filing of financing statements which shall fully comply with the California Uniform Commercial Code in the office of the Secretary of State of California and in such other office as is at the time provided by law as the proper place for the filing thereof. The parties further agree that all necessary continuation statements shall be filed by the Lessee within the time prescribed by the California Uniform Commercial Code in order to continue such security interests.

Section 12.10. Cancellation at Expiration of Lease Term. Upon the termination of this Lease Agreement, and provided the Bonds have been fully retired and all amounts due hereunder have been paid in full, the Lessor shall deliver to the Lessee any documents and take or cause the Trustee and/or the Authority to take such actions as may be necessary to evidence the termination of this Lease Agreement and the discharge of the Lien of the Deed of Trust.

Section 12.11. No Pecuniary Liability of Authority. No provision, covenant or agreement contained in this Lease Agreement, or any obligations herein imposed upon the Authority, or the breach thereof, shall constitute an indebtedness or liability of the Authority within the meaning of any State constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the Authority, any member, officer or agent of the Authority or a charge against the Authority's general credit. The Authority has no taxing power. In making the agreements, provisions and covenants set forth in this Lease Agreement, the Authority has not obligated itself except with respect to the application of the Lease Payments, as hereinabove provided.

Section 12.12. No Personal Liability of Officials of Lessee, Lessor, Authority or Trustee. None of the covenants, stipulations, promises, agreements and obligations of the Authority, the Trustee, the Lessor or the Lessee contained herein shall be deemed to be covenants, stipulations, promises, agreements or obligations of any official, member, officer, agent or employee of the Authority, the Trustee, the Lessor or the Lessee in his or her individual capacity, and no recourse shall be had for the payment of the principal of or premium, if any, or interest on the Bonds or for any claim based thereon or any claim hereunder against any official, officer,

member, agent or employee of the Authority, the Lessor or the Lessee or any officer, member, agent, servant or employee of the Trustee or any natural person executing any Bond, including any officer or employee of the Trustee.

Section 12.13. No Warranty by Lessor. THE LESSEE RECOGNIZES THAT, BECAUSE THE COMPONENTS OF THE SERIES 2020 FACILITIES HAVE BEEN AND ARE TO BE SELECTED BY IT, THE LESSOR HAS NOT MADE ANY INSPECTION OF THE SERIES 2020 FACILITIES OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE LESSEE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE SERIES 2020 FACILITIES OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE LESSOR, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERIES 2020 FACILITIES OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 12.14. Prior Agreements Superseded. This Lease Agreement, together with all agreements executed by the parties concurrently herewith or in conjunction with the initial issuance of a Series of Bonds, shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Lessor and the Lessee relating to the Facilities.

Section 12.15. Covenant by Lessee With Respect to Statements, Representations and Warranties. It is understood by the Lessee that all such statements, representations and warranties made by it in this Lease Agreement shall be deemed to have been relied upon by the Authority as an inducement to issue the Bonds, and that if any such statements, representations and warranties were false at the time they were made or (with respect to those representations and warranties which are to continue) are breached during the term hereof, such misrepresentation or breach shall constitute a breach of this Lease Agreement which may give rise to an Event of Default hereunder.

Section 12.16. Captions. The captions and headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease Agreement.

Section 12.17. Lease Payments Due on Holidays. If the date for making any Lease Payment or the last date for performance of any act or the exercise of any right, as provided in this Lease Agreement is not a Business Day, such Lease Payments may be made or act performed or right exercised on the next succeeding Business Day unless otherwise provided herein, with the same force and effect as if done on the nominal date provided in this Lease Agreement.

Section 12.18. Provision of General Application. Any consent or approval of the Lessor required pursuant to this Lease Agreement shall be in writing and shall not be unreasonably withheld.

Section 12.19. Survival. Notwithstanding the payment in full of the Bonds, the discharge of the Indenture, and the termination or expiration of the Loan Agreement and the Series 2020 Promissory Note and this Lease Agreement, all provisions in this Lease Agreement concerning (a) the tax-exempt status of the Tax-Exempt Bonds (including, but not limited to provisions concerning the payment of the Rebate Amount), (b) the interpretation of this Lease Agreement, (c) the governing law, (d) the forum for resolving disputes, (e) the Authority's right to rely on facts or certificates, (f) the indemnity of the Indemnified Parties, and (g) the Authority's and Trustee's lack of pecuniary liability shall survive and remain in full force and effect.

Section 12.20. Notice of Change in Fact. The Lessee will notify the Lessor, the Authority, the Underwriter and the Trustee promptly after the Lessee becomes aware of (i) any change in any material fact or circumstance represented or warranted by the Lessee in this Lease Agreement or in connection with the issuance of a Series of Bonds which would make any such representation or warranty false when made, (ii) any default or event which, with notice or lapse of time or both, could become an Event of Default under this Lease Agreement, the Loan Agreement or the Indenture or any of Lessee's Document, specifying in each case the nature thereof and what action the Lessee has taken, is taking, and/or proposes to take with respect thereto, (iii) any Internal Revenue Service audit of the Lessee or the Bonds, (iv) any material litigation affecting the Bonds, the Lessee or the Facilities, and (v) any default in any indebtedness of the Lessee.

Section 12.21. CASp Disclosure. California Civil Code Section 1938 requires Lessor to notify Lessee whether the Premises has undergone inspection by a Certified Access Specialist ("CASp"), as defined in California Civil Code Section 55.52. Lessor hereby states to Lessee that, as of the date this Lease is executed, the property of which the Premises is a part has not undergone such inspection. A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction related accessibility standards under California state law. Although California state law does not require a CASp inspection of the Premises, the Lessor may not prohibit Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the Premises. Notwithstanding the foregoing, Lessee shall be solely responsible for any such inspections and for any repairs that may be deemed necessary in connection with such inspections, and in any case, Lessor shall have the opportunity to have a representative present at any such inspection.

Section 12.22. Energy Use Disclosure Program. Lessee hereby acknowledges that Lessor may be required to disclose certain information concerning the energy performance of the Premises (the "Energy Disclosure Information") pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "Energy Disclosure Requirements"). If and to the extent not prohibited by applicable laws, Lessee hereby waives any right Lessee may have to receive the Energy Disclosure Information, including,

without limitation, any right Lessee may have to terminate this Lease as a result of Lessor's failure to disclose such information. Further, Lessee hereby releases Lessor from any and all losses, costs, damages, expenses and/or liabilities relating to, arising out of and/or resulting from the Energy Disclosure Requirements, including, without limitation, any liabilities arising as a result of Lessor's failure to disclose the Energy Disclosure Information to Lessee prior to the execution of this Lease. Lessee's acknowledgment of the AS-IS condition of the Premises pursuant to the terms of this Lease shall be deemed to include the energy performance of the Premises. Lessee further acknowledges that pursuant to the Energy Disclosure Requirements, Lessor may be required in the future to disclose information concerning Lessee's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and lessees of the Premises (the "Energy Use Disclosure") and Lessee agrees to provide Lessor with all such information as Lessor may require in order to satisfy the Energy Disclosure Requirements. Lessee hereby (i) consents to all such Energy Use Disclosures, and (ii) acknowledges that Lessor shall not be required to notify Lessee of any Energy Disclosure Information. Further, Lessee hereby releases Lessor from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Energy Use Disclosure. The terms of this Section shall survive the expiration or earlier termination of this Lease.

Section 12.23. Waiver of Sections 1932(2) and 1933(4) of the California Code. The Lessor and Lessee hereby waive any rights to remedies under Sections 1932(2) and 1933(4) of the California Civil Code.

(*Remainder of page left blank intentionally*)

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

230 SOUTH WATERMAN AVENUE LLC, a California limited liability company, as Lessor

By: _____
Lisa Lamb, Authorized Signatory

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

By: _____
Sharon Page, Vice Chairman

TERMS ACKNOWLEDGED AND ACCEPTED

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

(*Lease Agreement – Norton Science and Language Academy, Series 2020*)

EXHIBIT A

Base Lease Payment Schedule

[TO BE PROVIDED]

EXHIBIT B

Real Property Description

[TO BE PROVIDED]

EXHIBIT C

Form of No Default Certificate

Date: _____

LESSEE CERTIFICATE

TO: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE"), UNDER THE INDENTURE OF TRUST, DATED AS OF JUNE 1, 2020, BY AND BETWEEN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (THE "AUTHORITY") AND THE TRUSTEE.

The undersigned Authorized Representative of the Lessee hereby certifies that (i) a review of the activities of the Lessee during the preceding Fiscal Year of Lessee and Lessee's performance under the Lessee Documents has been made under his or her supervision; and (ii) he or she is familiar with the provisions of this Lease Agreement and the Tax Regulatory Agreement and, to the best of his or her knowledge, based upon such review and familiarity, the Lessee has fulfilled all of its obligations hereunder and thereunder throughout the Fiscal Year, and that there have been no defaults under this Lease Agreement or the Tax Regulatory Agreement or, if there has been a default in the fulfillment of any such obligation in such Fiscal Year, specifying each such default known to him or her and the nature and the status thereof and the actions taken or being taken to correct such default.

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

By: _____
Authorized Representative

EXHIBIT D

Form of Coverage Ratio Certificate

Date: _____

LESSEE CERTIFICATE

TO: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE"), UNDER THE INDENTURE OF TRUST, DATED AS OF JUNE 1, 2020, BY AND BETWEEN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (THE "AUTHORITY") AND THE TRUSTEE.

The undersigned Authorized Representative of the Lessee hereby certifies that the Debt Service Coverage Ratio for the period ending [DATE] was _____.

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

By: _____
Authorized Representative

APPENDIX D

Management Service Agreement

MANAGEMENT SERVICES AGREEMENT

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

WITNESSETH:

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

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

1. **Term.** This Agreement shall commence immediately and shall continue for the duration of NSLA's operation, unless sooner terminated by either LCER or NSLA.

2. **Duties of LCER.** LCER shall provide the following services:

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

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

4. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5. **Severability**. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

6. **Subordination**. NSLA and 230 South Waterman Avenue LLC, a limited liability corporation whose sole member is LCER, will be pursuing having the California Enterprise Development Authority issue bonds for, among other things, the acquisition, renovation, improvement, furnishing, and equipping of land and charter school facilities located at 230 South Waterman in San Bernardino (the "Facilities"); funding a debt service reserve fund, funding capitalized interest, and paying certain expenses incurred in connection with the issuance of the Bonds. The Facilities will be leased to LCER for use by NSLA. If the Bonds do in fact issue, and the structure as contemplated herein is put in place, NSLA's obligation to pay management fees and LCER's right to receive management fees under the Agreement will be subordinate to LCER's obligation under any lease for the Facilities to pay Rent (as will be defined in the lease) and comply with the Consolidated Days Cash on Hand (as will be defined in the lease) and any obligations of the LLC under the bond documents to pay debt service on the Bonds for so long as the LCER, or an affiliate thereof, is the manager of NSLA. NSLA, LCER, and the LLC hereby acknowledges such subordination.

* * *

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

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

By: Sharon R Page

Name: Sharon Page
Title: Vice chairman

NORTON SCIENCE AND LANGUAGE ACADEMY

By:

Name: Fausto Barragan
Title: Principal - NSLA

Acknowledged by:

230 South Waterman Avenue, LLC

By: Lisa Lamb

Name: Lisa Lamb
Title: President / CEO

APPENDIX E

Conflict of Interest Code and Policy

Board Bylaws

Organizational Chart

Board Experience/Skills/Knowledge Table

CONFLICT OF INTEREST CODE

OF THE

LEWIS CENTER

FOR EDUCATIONAL RESEARCH

CONFLICT OF INTEREST CODE FOR THE

LEWIS CENTER FOR EDUCATIONAL RESEARCH

(Amended July 10, 2024)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Lewis Center for Educational Research** (the "**Center**").

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **President/CEO Executive Assistant** as the Center's Filing Officer. The **President/CEO Executive Assistant** shall retain the original statements filed by all officials and designated positions and make the statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE
OF THE
LEWIS CENTER FOR EDUCATIONAL RESEARCH

(Amended July 10, 2024)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Center Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18700.3, are NOT subject to the Center's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments[1]:

Members of the Board of Directors

President/CEO

Chief Business Officer

Investment Consultants

[1] Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Athletics Director (ALL)	5
Director, Human Resources	5
Director, Information Technology	5
Director, Student Support Services	5
Facilities Manager	4
General Counsel	1, 2
Principal (ALL)	5

Consultants and New Positions[2]

[2] Individuals providing services as a Consultant defined in Regulation 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The President may determine that due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The President's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.[3] "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Center.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the Center.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the Center.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Center.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Center.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the Center or its subdivisions.

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[3] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

Lewis Center for Educational Research

BP 9270: BOARD BYLAWS
CONFLICT OF INTEREST

Adopted: February 7, 2002 **Revised: December 12, 2016, April 13, 2020**

The Lewis Center for Educational Research ("LCER") Board ("Board") members and designated employees shall not engage in any employment or activity which is inconsistent with, or incompatible with the board member's duties as an officer of the school.

Political Reform Act

The Board has adopted a Conflict of Interest Code (the "Code") pursuant to the requirements of the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"). The Code sets forth the required provisions for the disclosure of assets and income, designates the positions subject to the disclosure provisions of the Code, establishes the list of disclosure categories specifying the types of assets and income required to be disclosed by each designated employee to which they are assigned, and provides for the disqualification of designated employees from acting where a conflict of interest exists.

The requirements of the Code are in addition to other requirements of the Political Reform Act and to other state and local laws pertaining to conflicts of interest and have the force and effect of law. Designated positions violating any provision of the Code are subject to the administrative, criminal and civil sanctions provided by the Act. Additionally, a decision in relation to which a violation of the disqualification provisions of the Code or Government Code section 87100 has occurred may be set aside as void pursuant to Government Code section 91003.

All officers and designated positions are directed to refer to the LCER's Conflict of Interest Code for these specific requirements. The Conflict of Interest Code is held in the office of the President/CEO Executive Assistant as the LCER's Filing Officer/Official and is available for review and coping during regular business hours. (Gov. Code § 81008)

Financial Interest in Contracts

A board member, officer, or employee shall not make a contract in which he or she is financially interested. Any participation by a board member, officer, or employee in the process by which such a contract is developed, negotiated and executed is a violation of section 1090. A board member is conclusively presumed to have made any contract executed by the Board or an agency under its jurisdiction, even if the board member has disqualified himself or herself from any and all participation in the making of the contract. (Government Code 1090)

Non-Interests. A board member shall not be deemed to be financially interested in a contract if his/her interest is including, but not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty.

2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the Board.

3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public school of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which event his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091.

4. That of a spouse of an officer or employee of a public agency if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment.

5. That of a non-salaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records.

6. That of a non-compensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the Board or to which the Board has legal obligation to giver particular consideration, and provided further that such interest is noted in its official records.

7. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agency, or real estate broker if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm.

8. In addition, a board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrowers or depositor, debtor or creditor. (Government Code 1091.5)

Remote Interests. A board member shall not be deemed to be financially interested in a contract if he or she has only a remote interest in the contract and if the remote interests is disclosed during a board meeting and noted in the official board minutes. The affected board member shall not vote or discuss the matter or attempt to influence any other board members to enter into the contract. Remote interests include the following: (Government Code 1091)

1. That of an officer or employee of a nonprofit corporation in the contracts, purchases, and sales of the corporation.

2. That of an employee or agent of a private contracting party in its contracts when (1) the private party has 10 or more other employees and (2) the official/employee has been an employee or agent of that party for at least three years.

3. That of a parent in the earnings of his or her minor child for personal services.

4. That of a landlord or tenant of a contracting party in the contracts of that party.

5. That of an attorney of a contracting party or (2) an owner officer, employee, or agent of a firm which renders or has rendered service to the contracting party in the capacity of stockbroker, insurance agent/broker, or real estate agent/broker, under specified conditions set forth in Government Code 1091(b)(6)

6. That of an official in a party that seeks to contract with the official's governmental agency when the official has been a supplier of goods or

services to the contracting party for at least five years prior to the official's election or appointment to office.

7. That of an official who is a director, or holds a 10 percent interest or greater in a bank or savings and loan in the contracts of parties who are depositors or borrowers at the official's institution.

8. That of an engineer, geologist, or architect in a consulting, engineering, or architectural firm if he or she does not serve as an officer, director, or in a primary management capacity.

Gifts

Board members and any employees who manage public investments shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law (Government Code 89503)

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law, if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. (Government Code 89503)

The above limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the above limitations. A gift of travel does not include travel provided by the Lewis Center for board members and designated employees or travel otherwise falling within the exceptions in Government Code 89506. (Government Code 89506)

Honoraria

Board members and any employees who manage public investments shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering. (Government Code 89501, 89502)

Designated employees shall not accept any honorarium which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. (Government Code 89502)

The term "honorarium" does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches.

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the school for donation into the general fund without being claimed as a deduction from income for tax purposes.

Incompatible Offices

No board member shall simultaneously occupy another public office where there exists a potential conflict or overlap in the functions or responsibilities of the two offices. To determine whether there is an incompatibility of public offices, the following issues should be addressed: (1) Whether there is a potential for a significant clash of duties or loyalties between the officers; (2) whether considerations of public policy make it improper for one person to hold both offices; and (3) whether either officer exercises a supervisory, auditory, appointive, or removal power over the other.

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

A California Nonprofit Public Benefit Corporation

ARTICLE I - NAME

Section 1.0 Name.

The name of this Corporation shall be the High Desert "Partnership in Academic Excellence" Foundation, Inc. ("Corporation"). Additionally, the Corporation shall do business as Lewis Center for Educational Research, Academy for Academic Excellence, Norton Science and Language Academy and Lewis Center Foundation.

ARTICLE II - OFFICES

Section 2.0 Principal Offices.

The principal office of the Corporation is at the Lewis Center for Educational Research, 17500 Mana Road, Apple Valley, CA, 92307.

Section 2.1 Change of Address.

The "Board" (as that term is defined in Section 7.0 hereof) hereby is granted full power and authority to change the location of the principal office of the Corporation. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment of these Bylaws.

Section 2.2 Other Offices.

The Board may at any time establish branch or subordinate offices at any place.

ARTICLE III - PURPOSES

Section 3.0 Purposes.

The specific purposes of the Corporation are: (i) to promote and support the educational needs of the students, teachers and community members; and (ii) to receive and utilize funds acquired through the solicitation of donations, gifts, and bequests for the purposes for which this

Corporation is formed. The mission of the Lewis Center for Educational Research is to ensure that the schools and programs operated by the Corporation prepare students for success in a global society through data-driven innovative and research-proven practices in a safe and inclusive culture. In addition, the Corporation may manage, operate, guide, direct and promote public charter schools. In the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 4.0 Construction and Definitions.

Unless the context states otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 5.0 Dedication of Assets.

This Corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon the dissolution or final liquidation of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

ARTICLE VI - MEMBERS

Section 6.0 Members Prohibited.

In accordance with the Articles of Incorporation of the Corporation and with Section 5310 of the California Nonprofit Public Benefit Corporation Law, the Corporation shall have no members within the meaning of Section 5065 of the California Corporations Code ("CCC"). The Board of

Directors may, in its discretion, admit individuals to one or more classes of non-voting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate. The Corporation may allow members of the community to serve on its committees, but they will be considered volunteers, not members of the Corporation.

Section 6.1 Effect of Prohibition. Pursuant to Section 5310 (b) of the CCC, any action that would otherwise require approval by a majority of all members shall only require the approval of the Board.

Section 6.2 Other Persons Associated with the Corporation. The Corporation may refer to persons or entities associated with it as "members," even though those persons or entities are not voting members, but no such reference shall constitute anyone a member within the meaning of Section 5056 of the CCC. The President/Chief Executive Officer of the Corporation shall serve in an ex officio capacity and will not be a voting member of the Corporation.

ARTICLE VII - BOARD OF DIRECTORS

Section 7.0 Board of Directors.

The Board of Directors for the Lewis Center for Educational Research shall meet at a minimum on a quarterly basis to carry out the overall business oversight of the Corporation. Scheduled meeting dates may be modified or cancelled as determined by the Board.

Subject to the provisions and limitations of the California Non-Profit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or Bylaws regarding actions that require approval of the members, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (also known as the "Board").

Section 7.1 Powers.

The Board shall perform such duties as are necessary to carry out the purposes of the Corporation as stated in the Articles of Incorporation, these Bylaws, and applicable laws and shall possess only those powers necessary and required to perform such duties.

(A) Specific Powers. The specific powers of the Board include but are not limited to the following:

(1) Select, evaluate, and remove at the pleasure of the Board, the President/CEO and any officers and/or agents of the Corporation; prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation and with these Bylaws; and fix their compensation, if any.

(2) Change the principal office or the principal business office in the State from one location to another; conduct business within or without the State; designate any place within or without the State for holding of any members' meeting including

any annual meeting.

(3) Borrow money and incur indebtedness for the stated purposes of the Corporation, and cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, or other evidences of debt and securities therefore.

(4) Approve any MOU or Charter for any charter school the Corporation manages. In the case of a conflict between the requirements of the MOU or Charter and provisions of the Articles of Incorporation and/or Bylaws, action taken in accordance with such Articles or Bylaws which conflicts with or is inconsistent with the requirements of the MOU or Charter shall be deemed a violation of the MOU or Charter. In the case of such a conflict, the Board of Directors shall take prompt action to revise the Articles or Bylaws to make them consistent with the requirements of the MOU or Charter or seek a material revision to the MOU or Charter to make the Articles, Bylaws, MOU and Charter consistent.

Section 7.2 Interested Person.

No persons serving on the Board may be interested persons as defined herein:

(A) An interested person means either:

any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; or

any ancestor, descendant, spouse, sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

(B) The provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 7.3 Number, Responsibilities and Qualifications of Directors.

(A) The authorized number of persons to be elected as members ("Directors") of the Board of Directors of this Corporation shall be not less than five (5) nor more than nine (9) until changed by an amendment to these Bylaws duly adopted in accordance with Article XV hereof, and no more than 4 of whom shall be a parent of students attending any charter school the Corporation manages. Collectively, the Directors shall be known as the Board of Directors ("Board").

(B) Any Director elected to the Board must reside in San Bernardino County and have an interest in education and charter school governance. One Director position with no residence requirement shall be reserved for an individual who brings exceptional skills, background, affiliations, or expertise in an area specific to the LCER mission.

(C) The authorizer of any charter school the Corporation may manage shall be entitled to a single representative on the Board of Directors. The authorizer or its designee, at its discretion, shall appoint the representative, but it will be within the authorizer's sole discretion whether or not to appoint such a representative at any time. Any representative appointed by the authorizer shall serve solely at the authorizer's discretion and shall have no limit on the number of consecutive or total terms he or she may serve. The representative shall serve at the pleasure of and be removed only by the action of the authorizer or designee. The representative may not serve as an officer of the Corporation.

Section 7.4 Nomination: Election and Term of Office.

(A) Any non-interested person may be nominated to be a Director by the method of nomination authorized by the Board in Board Policy or by any other method authorized by law.

(B) Directors shall be elected by the Board at the annual meeting.

(C) Directors shall be elected to a three (3) year term and may serve two (2) consecutive three (3) year terms at the pleasure of the Board. A Director may be reelected after a one-year period off the Board.

(D) A vacancy occurring in the office of Director may be filled by the Board for the balance of the unexpired term and until a successor has been qualified and elected.

(E) Terms will be staggered at the discretion of the Board, and in compliance with the CCC, including but not limited to section 5220 (a).

Section 7.5 Resignation and Removal of Directors.

(A) Except as provided in paragraph (C) of this Section 7.5, any Director may resign effective upon giving written notice to the Chairman of the Board, the Secretary, or the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the effectiveness of such resignation. Unless such resignation specifies otherwise, its acceptance by the Corporation shall not be necessary to make it effective.

(B) Any Directors may be removed without cause if such removal is approved by the affirmative vote of a majority of the Directors.

(C) Except on notice to the CA Attorney General, no Director may resign if Corporation could be left without a duly elected Director or Directors.

Section 7.6 Vacancies on Board.

A vacancy or vacancies on the Board of Directors shall exist on the occurrence of the following:

(A) The death, resignation, or removal of any Directors,

(B) An increase in the authorized number of Directors,

(C) The declaration by resolution of the Board of a vacancy in the office of a Director who has been appointed a conservator and/or declared of unsound mind by an order of a court, convicted of a felony, or finding by final order or judgment of any court to have breached a duty under Article 3 of Chapter 2 of the CCC or otherwise.

Section 7.7 Meetings.

Meetings of the Board shall be held at the principal office of the Corporation unless another place is stated in the notice of the meeting. Notwithstanding any other provision in these Bylaws, all meetings of the Board shall be held in compliance with the requirements of the Ralph M. Brown Act as set forth in Section 54950 of the California Government Code.

(A) An annual meeting of the Board shall be scheduled each fiscal year. At the annual meetings, Directors and officers shall be elected and any other proper business may be transacted.

(B) Regular meetings of the Board shall be held at such time and place specified by the Board.

(C) A special meeting of the Board may be called by the Chairman of the Board or any other officer.

(D) Notice of the time and place of special meetings shall be delivered by telephone or electronic communication to each Director or sent by first-class mail addressed to each Director at his or her address as it is shown upon the records of the Corporation. Notice of meetings shall be in accordance with the Brown Act.

(E) Notwithstanding anything in this section to the contrary, the President/CEO or Chairman of the Board may call an emergency meeting of the Board, giving at least one hour notice to the media if such a meeting is, in the opinion of the President or Chairman of the Board, necessary to deal with an unforeseen emergency condition. An "emergency condition," is as defined by the Brown Act.

(F) Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as Brown Act requirements are met.

(G) A majority of the authorized number of Directors shall constitute a required quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a required quorum is present shall be regarded as the act of the Board, subject to the provision

of the California Nonprofit Public Benefit Corporation Law, especially those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of Directors.

(H) A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the adjourned meeting must be given in accordance with the Brown Act.

Section 7.8 Fees and Compensation of Directors.

Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 7.1(A).

Section 7.9 Required Vote of Directors.

(A) Every act or decision done or made by a majority of the Directors present at a meeting duly held at which quorum is present is the act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

(B) Notwithstanding paragraph (A) of this Section 7.9, the appointment or removal of the President/CEO requires the affirmative approval of a majority of the authorized number of Directors.

ARTICLE VIII - OFFICERS

Section 8.0 Officers.

The officers of the Corporation shall be a Chairman of the Board, a Vice Chairman, a Secretary and a Treasurer, and such other officers with such titles and duties as shall be determined and deemed advisable by the Board. The same person may hold any two or more offices, except that neither the Secretary nor the Treasurer may serve concurrently as Chairman of the Board (CCC §5213).

(A) The Chairman of the Board shall preside at all meetings of the Board. The Chairman of the Board is authorized to sign all contracts, notes, conveyances, and other papers, documents, and instruments in writing in the name of the Corporation. The Chairman of the Board has the authority to suspend a Director pending further action by the Board. The Chairman of the Board shall appoint a Board member designee to be a liaison to the Human Resources Department in the area of personnel matters.

(B) The Vice Chairman shall, in the absence of the Chairman or the inability or refusal of the Chairman to act, carry on all duties and powers required by law or conferred by these Bylaws upon the Chairman of the Board.

(C) The Secretary shall keep or cause to be kept the minute book and/or electronic copies of the minutes of the Corporation. The Secretary shall sign in the name of the Corporation, either alone or with one or more other officers, all documents authorized or required to be signed by the Secretary

(D) The Treasurer is the Finance Liaison to the Lewis Center Finance Department.

Section 8.1 Election of Officers.

The officers of the Corporation shall be elected from among the members of the Board at the annual meeting, and each shall serve a one (1) year term at the pleasure of the Board.

The Chairman of the Board may not serve more than two (2) consecutive terms.

Section 8.2 Removal of Officers.

(A) Any officer elected by the Board may be removed from office at any time by the Board, with or without cause or prior notice.

Section 8.3 Resignation of Officers.

Any officer may resign at any time by giving written notice to the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 8.4 Vacancies in Office.

(A) A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointment to such office.

(B) The Chairman may appoint another Director to fill the vacant officer position, pending election by the Board.

ARTICLE IX
CONTRACTS WITH DIRECTORS AND OFFICERS

Section 9.0 Contracts with Directors and Officers.

No Director of this Corporation nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors are Directors whom have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless allowed under the provisions of Government Code Section 1090.

This Section does not apply to a transaction that is part of an educational or charitable program of this Corporation if it (a) is approved or authorized by the Corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

ARTICLE X
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 10.0 Right of Indemnity.

To the fullest extent permitted by law, this Corporation shall indemnify its Directors, officers, employees, and other persons described in Section 5238 of the CCC, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses" as used in this bylaw shall have the same meaning as in Section 5238 of the CCC.

Section 10.1 Approval of Indemnity.

On written request to the Board by any person seeking indemnification under Section 5238 (b) or Section 5238 (c) of the California Corporations Code, the Board shall promptly determine under Section 5238 (e) of the California Code whether the applicable standard of conduct set forth in Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board shall authorize indemnification.

Section 10.2 Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by the Corporation as authorized in Section 5238 of the CCC prior to the final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the Director, officer, or employee to repay such amount unless it shall be determined ultimately that the Director, officer, or employee is entitled to be indemnified.

Section 10.3 Insurance.

The Corporation may purchase and maintain insurance on behalf of any Director, officer, or employee of the Corporation against any liability asserted against or incurred by the Director,

officer, or employee is such capacity or arising out of the Director's officer's, or employee's status as such, whether or not the Corporation would have the power to indemnify the Director, officer, or employee against such liability under the provisions of Section 5238 of the CCC, except as provided in subdivision (I) of Section 5238 of the CCC.

ARTICLE XI
STANDING COMMITTEES

Section 11.0 Authority of Committees.

Standing Committees, not having and exercising the authority of the Board in the management of the Corporation, may be designated if approved by a majority of the Directors present at a meeting at which a quorum is present. The Board may delegate some of its rights and duties to the committees other than the right to vote on any of the following matters:

(A) for the election of a Director, or the filling of a vacancy on the Board, or for the election of any officer; or

(B) on the disposition of all or substantially all of the assets of the Corporation; or

(C) on a merger; or

(D) on a voluntary dissolution of the Corporation; or

(E) on amendments to the Corporation's Articles of Incorporation or Bylaws.

Unless the Board passes a resolution delegating its authority on certain matters to a committee, the committee is a recommending body only.

Section 11.1 Duties of the Chairman of the Board Regarding Standing Committees.

The Chairman of the Board shall appoint the committee chairman of any committee formed pursuant to this Article XI of the Bylaws.

The Chairman of the Board shall appoint the members of any committee formed pursuant to this Article XI of the Bylaws, with the exception that he or she shall be limited to appointing only three LCER Board members (in addition to the Chairman) to serve on the Lewis Center Foundation.

The Chairman of the Board may remove any committee members and/or chairman whenever in his or her judgment such removal serves the best interest of the Corporation.

Section 11.2 Term of Office.

Each member of a committee shall continue as such until his or her successor is appointed, unless (i) the committee sooner shall have been terminated, (ii) such member sooner shall have been removed from such committee, or (iii) such member shall have ceased to be a member of the Board.

ARTICLE XII
INSPECTION RIGHTS

Section 12. Director's Right to Inspect.

Every Director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law pertaining to access to books, records, and documents.

Section 12.1 Accounting Records and Minutes.

On written demand on the Corporation, any member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the members, the Board of Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by the member's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 12.2. Maintenance and Inspection of Articles and Bylaws.

This Corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and Bylaws, as amended to the current date, which shall be open to inspection by the members at all reasonable times during office hours. If the Corporation has no business office in California, the Secretary shall, on the written request of any member, furnish to that member a copy of the Articles of Incorporation and Bylaws, as amended to the current date.

ARTICLE XIII
RECORDS AND REPORTS

Section 13.0 Minute Book.

The Corporation shall keep or cause to be kept a minute book which shall contain:

(A) The record of all meetings of the Board including date, place, those attending and the proceedings thereof, a copy of the notice of the meeting and when and how given, written waivers of notice of meeting, written consents to holding meeting, written approvals of minutes of meeting, and unanimous written consents to action of the Board without a meeting, and similarly as to meetings of committees of the Board established pursuant to the Bylaws and as to meetings or written consents of the incorporator or incorporators of the Corporation prior to the appointment of the initial Directors.

(B) A copy of the Articles of Incorporation and all amendments thereof and a copy of all certificates filed with the Secretary of State.

(C) A copy of the Bylaws as amended, duly certified by the Secretary.

Section 13.1 Annual Report.

(A) The Board shall cause an annual report to be sent to each Director within 180 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail, of the fiscal year:

(1) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.

(2) The principal changes in assets and liabilities, including trust funds.

(3) The revenue or receipts of the Corporation both unrestricted and restricted to particular purposes.

(4) The expenses or disbursements of the Corporation for both general and restricted purposes; and

(5) Any information required under these Bylaws.

(B) If the income statements and balance sheets referred to in this section have not been audited, they shall be accompanied by the report of any independent accountants engaged by the Corporation or the certificate of an authorized officer of the Corporation that such financial statements were prepared without audit from the books and records of the Corporation.

(C) This requirement of an annual report shall not apply if the Corporation receives less than $25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors.

Section 13.2 Report of Transactions and Indemnifications.

As part of the annual report to all Directors, or as a separate document if no annual report is issued,

the Corporation shall annually prepare and mail or deliver to each Director a statement of any transaction or indemnification of the following kind within 180 days after the end of the Corporation's fiscal year:

(A) Any covered transaction during the previous fiscal year involving more than fifty thousand dollars ($50,000), or which was one of a number of covered transactions in which the same “interested person” had a direct or indirect material financial interest, and which transactions in the aggregate involved more than fifty thousand dollars ($50,000). For this purpose, an "interested person" is either of the following:

(1) Any Director or officer of the Corporation, its parent, or subsidiary (but mere common Directorship shall not be considered such an interest); or

(2) Any holder of more than ten (10) percent of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(B) Any indemnifications or advances aggregating more than $10,000 paid during the fiscal year to any officer or Director of the Corporation, unless that indemnification has already been approved by the Directors under Section 5238 of the CCC.

Section 13.3 Audit Financial Statements.

The financial books and records of the Corporation shall be audited annually, at the end of the fiscal year, by an independent auditor assigned by the Board, in connection with the rendering of the annual report required by Section 901 of this Article. The Independent Audit Report to be prepared in accordance with GAAS. In addition, the financial books and records of the Corporation shall be audited upon the resignation of the Chief Financial Officer of the Corporation and at any other time as the Board may direct.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.0 Checks, Drafts, Evidences of Indebtedness, and Deposits.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or

persons and in such manner as, from time to time, shall be determined by resolution of the Board. All funds of the Corporation shall be deposited in a timely manner to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may direct.

Section 14.1 Contracts.

The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 14.2 Representation of Shares of Other Corporations.

The President, Chairman of the Board, the Vice Chairman, or any other person authorized by resolution of the Board, is authorized to vote on behalf of the Corporation any and all shares of any Corporation or Corporations, foreign or domestic, standing in the name of the Corporation. This authority to such person to vote or represent on behalf of the Corporation any and all shares held by the Corporation in any other Corporation or Corporations may be exercised by any such person in person or by any person authorized to do so by duly executed proxy.

Section 14.3 Construction and Definitions.

Unless the context requires otherwise, the general provisions, rules of construction and definition in the CCC shall govern the construction of the Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a Corporation and a natural person.

Section 14.4 Self-Dealing.

In the exercise of voting right by Directors, no Director shall vote on any issue, motion or resolution which directly or indirectly inures to his or her benefit or detriment financially. No Director of this Corporation nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors are Directors have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless otherwise allowed under the provisions of Government Code Section 1090. In the case of a matter to be voted on, which is not a contractual arrangement with a Board member, but a Board member has a financial interest, the non-interested members of the Board may take action as long as the provisions of the Political Reform Act are followed, namely 1) the interested board member discloses the financial interest at the public meeting; 2) the interested Board member recuses him or herself from the discussion and action and leaves the room during the discussion; and 3) such disclosure and recusal is reflected in the minutes of the meeting.

Section 14.5 Gifts and Donations.

The Board may accept on behalf of the Corporation any contributions, gifts, bequests, or devises

for the general purpose or for any special purpose of the Corporation that do not violate the Corporation's Articles of Incorporation.

Section 14.6 Bonding.

All employees handling funds shall be properly bonded.

ARTICLE XV
AMENDMENTS

Section 15.0 Amendment of Bylaws.

The amendment of Bylaws requires the approval of seventy percent (70%) vote of the Board. If any provision of these Bylaws requires the vote of a larger proportion of the Board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote. The Corporation shall provide written notice no less than three weeks prior to consideration of any proposed revisions to these Bylaws to the authorizer of any charter school the Corporation may manage. Should the authorizer or designee consider the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Corporation may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code Section 47607 for material revision to the Charter.

Section 15.1 Amendment of Articles of Incorporation.

The amendment of Articles of Incorporation is provided for by California state law and requires the approval of not less than two-thirds majority of the Board and the filing of a Certificate of Amendment in the Office of the Secretary of State. The Corporation shall provide written notice no less than three weeks prior to consideration of any proposed revisions to Articles of Incorporation to the authorizer of any charter school the Corporation may manage. Should the authorizer or designee consider the proposed revision(s) to be a material revision to the Charter School's governance structure or Charter, the Corporation may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code Section 47607 for material revision to the Charter.

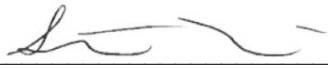
CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of the High Desert "Partnership in Academic Excellence" Foundation, Inc., a California nonprofit public benefit corporation ("Corporation"); and

2. that the foregoing Bylaws to which this certificate is attached, comprising 15 pages, constitute the Bylaws of such Corporation as duly approved and adopted by the Board of Directors of this Corporation at a meeting duly held on June 8, 2026, pending approval through the process set forth in Education Code Section 47607 for material revision to the Charter.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 8th day of June, 2026.



Dr. Steven Levin, Secretary

4921-2886-6993, v. 3

Regular Meeting of the
Lewis Center for Educational Research Board of Directors

Minutes
April 13, 2020

1.0 Call to Order

Chairman Kevin Porter called the meeting to order at 4:00 p.m.

2.0 Roll Call

LCER Board Members Pat Caldwell, Torii Gray, Jim Morris, Omari Onyango, Sharon Page, Kevin Porter, David Rib, Jessica Rodriguez and Rick Wolf were present by teleconference pursuant to the provisions of the Governor's Executive Order N-29-20 Dated March 17, 2020.

No LCER Board Members were absent.

Staff members Valli Andreasen, Fausto Barragan, Marcelo Congo, Ryan Dorcey, Teresa Dowd, David Gruber, Lisa Lamb and Stacy Newman were also present by teleconference.

Heather Kinney represented SBCSS by teleconference.

3.0 Public Comments: None

4.0 Special Presentations:

.01 John Phan presented NSLA finance options in light of the drastic impact of the Covid-19 pandemic on the Municipal Bond Market. Norton could seek other means of financing, but the terms are less favorable. We can't predict what will happen so there are no wrong decisions right now as there are too many unknowns. Options to consider include seeking alternative financing at higher costs and continue on schedule, or wait and see with decisions at specific milestones. John went over scenarios based on different views and timing approaches, as well as next steps. A survey was provided to help the Board decide which way to go. A term sheet that will model the costs will be provided soon, which will help guide the decision.

5.0 Consent Agenda

.01 Approve Minutes of March 9, 2020 Regular Meeting

On a motion by Omari Onyango, seconded by Jim Morris, roll call vote 9-0, the LCER Board of Directors approved Consent Agenda item 5.01.

6.0 Action Items

.01 Approve Extended School Closures Due to Covid-19 and Update on Operations During Closure – Lisa updated the Board on operations during the closure and the principals reported that we have connected with students and are tracking student contact and engagement. A no harm grading policy will be sent to families. Students can improve their grade, but grades will not go down from when they left. We are aligning with what other districts are doing. On a motion by Sharon Page, seconded by Jim Morris, roll call vote 9-0, the LCER Board of Directors approved extended school closures due to Covid-19.

.02 Approve BP 9270 - Conflict of Interest Revision – Pat Caldwell asked by AVUSED request us to change our policy when we are following the recommendation of FPPC. They were adamant that we change it to be similar to a local district board and thought it would be more transparent. It became a

sticking point in the approval of AAE's charter renewal so we complied with their request. On a motion by Jim Morris, seconded by Omari Onyango, roll call vote 9-0, the LCER Board of Directors approved BP 9270 – Conflict of Interest Revision.

.03 Approve LCER Conflict of Interest Code Revision – On a motion by Pat Caldwell, seconded by Sharon Page, roll call vote 9-0, the LCER Board of Directors approved the LCER Conflict of Interest Code Revision. The County Board of Supervisors is our approving agency, so they will need to approve this revision as well.

.04 On a motion by Omari Onyango, seconded by Torii Gray, roll call vote 9-0, the LCER Board of Directors approved Approve Resolution 2020-03 Conflict of Interest Code Amendment.

.05 Greg Forest, YM&C attorney, discussed the updates on the lease agreement since the version that was in the packet. The changes all relate to construction financing and include provisions in the event of a default by the tenant. On a motion by Pat Caldwell, seconded by David Rib, roll call vote 9-0, the LCER Board of Directors approved the Ground Lease Agreement by and between 230 South Waterman Avenue, LLC and City and County of San Bernardino with the updates.

.06 Greg Forest noted that language had been added to the Improvement Agreement asking for a 6 month contingency for financing due to the current financing situation. If we don't finance within the 6 months, the agreement terminates but we would still have to comply with the Settlement Agreement to build the preschool facility. The extension also extends the deadline to build the preschool. On a motion by Jim Morris, seconded by Omari Onyango, roll call vote 9-0, the LCER Board of Directors approved the Improvement Agreement for County Preschool Facility by and between the High Desert "Partnership in Academic Excellence" Foundation, Inc. and the County of San Bernardino with the updates.

7.0 <u>Discussion Items</u>

.01 Discuss Lewis Center Foundation Update – Jessica Rodriguez reported that the 2020 Annual Gala was postponed to May of 2021. Lisa reported that we were very disappointed and has been talking with Rick Piercy regarding ideas for the honorees, such as filming video to have for historical footage. The Foundation will meet again next month.

.02 Discuss LCER 2021-22 School Calendar – Lisa Lamb reported that over the years there have been discussions to align AAE and NSLA school calendars, which is very challenging. Two drafts of a combined 2021-22 LCER School Calendar were included in the packet to begin thinking about what a combined calendar would look like. We're trying to bring together when AVUSD and SBCUSD are both off as it affects our ADA. In addition, as we are going to have two high school programs, we can align calendars and bell schedules to allow for collaboration between sites.

.03 Discuss NSLA Recruitment Efforts and Current Waiting List – Fausto Barragan reported that recruitment efforts have been suspended due to Covid-19. They previously had been attending family events, preschools, businesses, etc. We can continue advertising in publications, mail campaigns, social media, etc. TK and K have a wait list, which is a better position than we have been in the past.

.04 Discuss Grading Delay for NSLA Construction Project Due to Covid-19 – Lisa Lamb reported that we should have been grading by this point in anticipation of funding, but are delayed. Larry Rieder presented updates on NSLA and Head Start plans, including bid information.

.05 Discuss Upcoming TSK Architect Contract for AAE Project – Larry Rieder reported that an AAE Task Force approved a floor plan and architectural design, which were shared with the Board. The Goal is to start grading in July, with completion by January 2021.

.06 Discuss Naming the New AAE Multipurpose Room After Bud Biggs – David Rib brought up naming the new AAE Multipurpose Room after Bud Biggs. Bud's legacy was discussed and affirmed by all. As there is no policy or protocol in place, we would create a policy to put some general parameters in place,

such as qualities to be considered. This is common and we will bring back a sample policy to the next meeting.

8.0 <u>Information Included in Packet</u>:

.01 LCER Financial Reports
- Checks Over $10K
- Budget Comparisons
- AAE and NSLA 1st Interim Reports

.02 Lewis Center Foundation Financial Report
- February 2020

.03 LCER Board Attendance Log
.04 LCER Board Give and Get
.05 AAE AFJROTC Unit Goals Report

9.0 <u>Board/Staff Comments</u>:

.01 Ask a question for clarification or make a brief announcement – Fausto Barragan followed up on parent concerns from the last Board meeting. He investigated and did restorative justice and conflict mediation. He also met with the parents again. The investigation has brought the Exec Team closer in figuring out areas of communication in which we were lacking. As school ended abruptly, we will continue to follow up and find the disconnect. AAE and NSLA will be meeting to better align discipline systems.

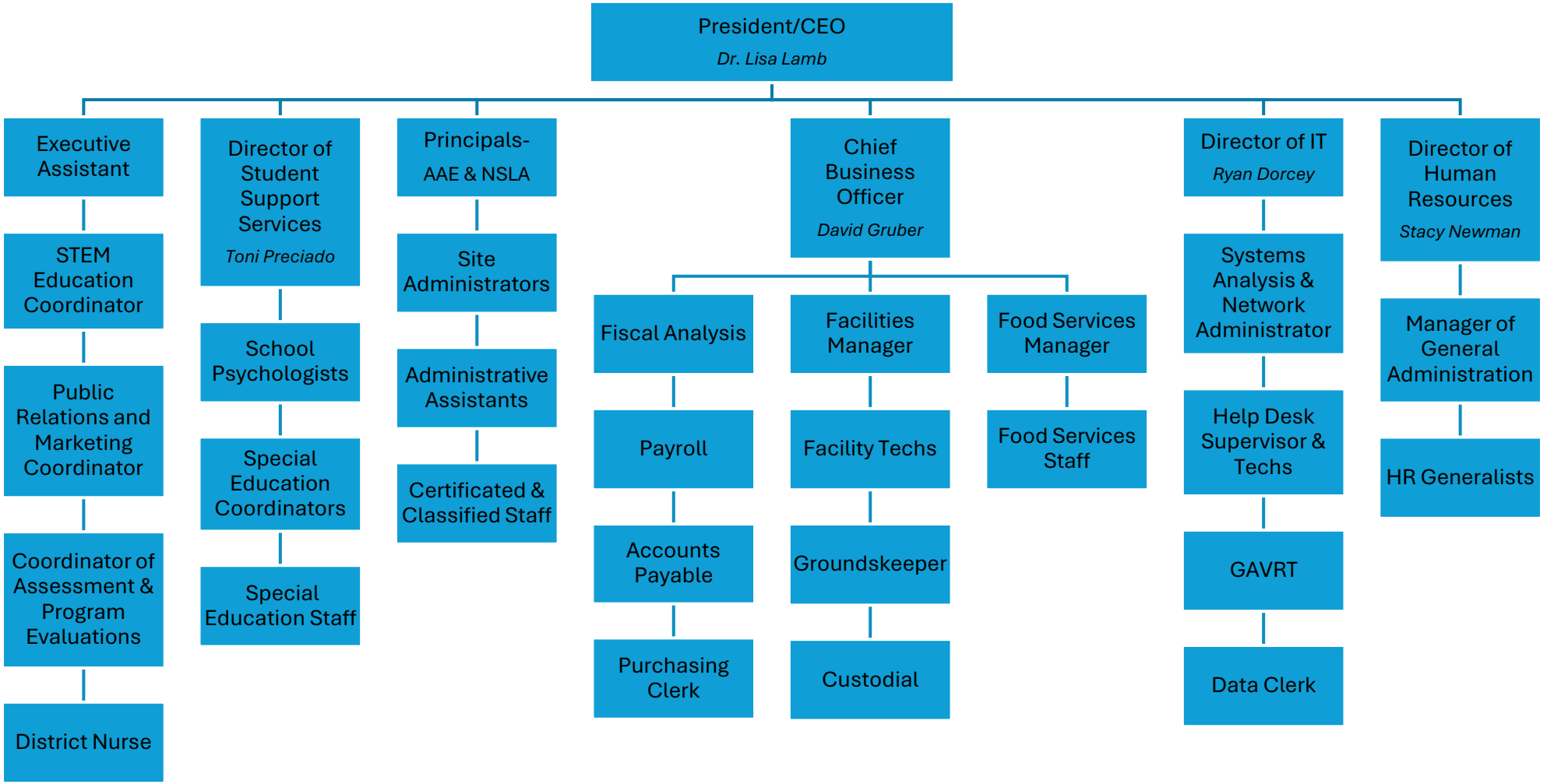
.02 Make a brief report on his or her own activities – Lisa Lamb reported that NASA Headquarters would be doing a virtual Earth Day presentation for us.

.03 Future agenda items

10.0 <u>Adjournment</u>

Chairman Kevin Porter adjourned the meeting at 6:37 p.m.

Lewis Center for Educational Research



LCER Board	Knowledge/Skills/Experience								
	Community Knowledge	Finance	Fundraising	Academic	Legal	Current Parent (4)	Political Experience	Human Resources	Real Estate/Facilities
Yolanda Carlos	x		x	x					
Amber Hom	x							x	
Steven Levin	x						x		
Michael Razo	x	x							
Marisol Sanchez	x		x		x	x			
Pat Schlosser	x			x					
Lucy Tello	x		x			x			
Total	7	1	3	2	1	2	1	1	0

APPENDIX F

Budget and Fiscal Plan

Charter School Name: Norton Science & Language Academy
CDS #: 36750736631207
Charter Authorizer: Apple Valley Unified School District
County: San Bernardino
Charter #: 968

Form Revised 5/13/2026

To the authorizing/oversight district:
2026-27 CHARTER SCHOOL BUDGET REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: _____ Date: _____
Charter School Official
(Original signature required)

Printed Name: David Gruber Title: Chief Business Officer

CERTIFICATION OF FINANCIAL CONDITION:

X	POSITIVE As the Charter School Official, I certify that this Charter will be able to meet its financial obligations for the current fiscal year and two subsequent fiscal years.		NOT POSITIVE As the Charter School Official, I certify that this Charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

To the County Superintendent of Schools:
2026-27 CHARTER SCHOOL BUDGET REPORT -- ALTERNATIVE FORM: This report has been reviewed pursuant to Education Code 47604.32(a) is hereby filed with the County Superintendent pursuant to Education Code Section 47604.33.

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Printed Name: _____ Title: _____

	POSITIVE As the Charter School Authorizer, I believe that this Charter will be able to meet its financial obligations for the current fiscal year and two subsequent fiscal years.		NOT POSITIVE As the Charter School Official, I certify that this Charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

2026-27 CHARTER SCHOOL BUDGET REPORT -- ALTERNATIVE FORM: This report has been received by the County Superintendent of Schools pursuant to Education Code Section 47604.33(1).

Signed: _____ Date: _____
County Superintendent/Designee
(Original signature required)

For additional information on the budget report, please contact:

For Charter School:

David Gruber
Name

Chief Business Officer
Title

(760) 946-5414 ext. 172
Telephone

DGRUBER@LCER.ORG
E-mail address

Charter School Attendance
Form Revised 5/13/2026

CHARTER NAME: Norton Science & Language Academy
CHARTER #: 968

Fiscal Year 2026-27 Budget
Projected ADA

Charter Authorizer: Apple Valley Unified School District	Line	2025-26 Actual ADA P-2	2025-26 Funded ADA *	2026-27 Projected ADA P-2	2026-27 Funded ADA *	2026-27 % Change over Prior Year	2027-28 Projected ADA P-2	2027-28 Funded ADA *	2027-28 % Change over Prior Year	2028-29 Projected ADA P-2	2028-29 Funded ADA *	2028-29 % Change over Prior Year
Non Classroom Funding Determination Rate* **100%**												
TK/K-3:												
Regular ADA	A-1	420.64		457.70		8.81%	460.10		0.52%	461.33		0.27%
Classroom-based ADA included in A-1	A-2	420.64		457.70		8.81%	460.10		0.52%	461.33		0.27%
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	420.64		457.70		8.81%	460.10		0.52%	461.33		0.27%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	420.64	420.64	457.70	457.70	8.81%	460.10	460.10	0.52%	461.33	461.33	0.27%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-	
ADA for Students in Transitional Kindergarten (Lines A-1, A-3, A-5, and A-7, TK/K-3 Column, First Year ADA Only)	B-1	44.31		86.44		95.08%	87.42		1.13%	87.49		0.08%
Grades 4-6												
Regular ADA	A-1	310.53		314.37		1.24%	312.46		-0.61%	314.45		0.64%
Classroom-based ADA included in A-1	A-2	310.53		314.37		1.24%	312.46		-0.61%	314.45		0.64%
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	310.53		314.37		1.24%	312.46		-0.61%	314.45		0.64%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	310.53	310.53	314.37	314.37	1.24%	312.46	312.46	-0.61%	314.45	314.45	0.64%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-	
Grades 7-8												
Regular ADA	A-1	227.39		232.46		2.23%	233.07		0.26%	232.97		-0.04%
Classroom-based ADA included in A-1	A-2	227.39		232.46		2.23%	233.07		0.26%	232.97		-0.04%
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	227.39		232.46		2.23%	233.07		0.26%	232.97		-0.04%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	227.39	227.39	232.46	232.46	2.23%	233.07	233.07	0.26%	232.97	232.97	-0.04%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-	

Charter School Attendance
Form Revised 5/13/2026

CHARTER NAME: Norton Science & Language Academy
CHARTER #: 968

Fiscal Year 2026-27 Budget
Projected ADA

Charter Authorizer: Apple Valley Unified School District	Line	2025-26 Actual ADA P-2	2025-26 Funded ADA *	2026-27 Projected ADA P-2	2026-27 Funded ADA *	2026-27 % Change over Prior Year	2027-28 Projected ADA P-2	2027-28 Funded ADA *	2027-28 % Change over Prior Year	2028-29 Projected ADA P-2	2028-29 Funded ADA *	2028-29 % Change over Prior Year
Grades 9-12												
Regular ADA	A-1	224.65		268.75		19.63%	290.80		8.20%	301.31		3.61%
Classroom-based ADA included in A-1	A-2	224.65		268.75		19.63%	290.80		8.20%	301.31		3.61%
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	224.65		268.75		19.63%	290.80		8.20%	301.31		3.61%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	224.65	224.65	268.75	268.75	19.63%	290.80	290.80	8.20%	301.31	301.31	3.61%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-	
Totals												
Regular ADA	A-1	1,183.21		1,273.28		7.61%	1,296.43		1.82%	1,310.06		1.05%
Classroom-based ADA included in A-1	A-2	1,183.21		1,273.28		7.61%	1,296.43		1.82%	1,310.06		1.05%
Extended Year Special Ed	A-3	-		-			-			-		
Classroom-based ADA included in A-3	A-4	-		-			-			-		
Special Ed - NPS	A-5	-		-			-			-		
Classroom-based ADA included in A-5	A-6	-		-			-			-		
Extended Year Special Ed - NPS	A-7	-		-			-			-		
Classroom-based ADA included in A-7	A-8	-		-			-			-		
ADA Totals (A-1, A3, A5, A7)	A-9	1,183.21		1,273.28		7.61%	1,296.43		1.82%	1,310.06		1.05%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	1,183.21	1,183.21	1,273.28	1,273.28	7.61%	1,296.43	1,296.43	1.82%	1,310.06	1,310.06	1.05%
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-	
Total Funded ADA			**1,183.21**		**1,273.28**			**1,296.43**			**1,310.06**	

*** For non-classroom, P-2 ADA is multiplied by Funding Determination %. Use this amount in the LCFF calculator and any other ADA based revenue calculations.**

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget

Form Revised 5/13/2026

ASSUMPTIONS:			2026-27	2027-28	Change	2028-29	Change
Local Control Funding (LCFF) - BAS/FCMAT Calculator:							
COLA (on Base)			4.31%	3.06%	-1.25%	3.33%	0.27%
Total Phase-In Entitlement **(FCMAT calculator, Summary Tab)**			$ 20,163,389	$ 21,158,211	4.93%	$ 22,060,133	4.26%
LCAP: Public Hearing Date (mm/dd/yyyy)		5/18/2026					
Board Approval Date (mm/dd/yyyy)		6/8/2026					
Lottery Allocation Amount Per ADA:							
Unrestricted			$ 190	$ 190	$ -	$ 190	$ -
Restricted			$ 82	$ 82	$ -	$ 82	$ -
ADA/Enrollment:							
Total Non-Classroom Based (Independent Study) ADA			-	-	0.00	-	0.00
Total Funded Non-Classroom Based (Independent Study) ADA			-	-	0.00	-	0.00
Total Classroom Based ADA			1,273.28	1,296.43	23.15	1,310.06	13.63
Total Funded P-2 Attendance			1,273.28	1,296.43	23.15	1,310.06	13.63
Estimated Enrollment	PY CBEDS Certified Enrollment	1,248	1,344	1,373	29.00	1,385	12.00
Enrollment Growth Over Prior Year			7.69%	2.16%		0.87%	
ADA to Enrollment Ratio	2025-26	94.81%	94.74%	94.42%		94.59%	
Unduplicated Count	PY CBEDS Certified Unduplicated Count	975	1,048	1,073	25.00	1,083	10.00
Unduplicated Pupil % **(FCMAT LCFF Calc, Summary Tab, Rolling %)**	2025-26	80.02%	78.77%	78.08%		78.11%	
Certificated Salaries and Benefits:							
Number of Teachers (FTE)			70.00	71.00	1.00	72.00	1.00
Number of Certificated Management FTEs			4.00	4.00	0.00	4.00	0.00
Number of Other Certificated FTEs			6.00	6.00	0.00	6.00	0.00
Classroom Staffing Ratio - Students per FTE			19.20	19.34	0.14	19.24	-0.10
Teachers Increased/(Decreased) for projected Enrollment change over PY			3.00	1.00	-2.00	1.00	0.00
Average Teacher FTE **Salary**			$ 101,828	$ 104,883	3.00%	$ 108,029	3.00%
Average Certificated Management FTE **Salary**			$ 160,913	$ 165,276	2.71%	$ 167,220	1.18%
Average Other Certificated FTE **Salary**			$ 103,400	$ 106,502	3.00%	$ 109,697	3.00%
Cert Step and Column Increase (Total Annual Cost)			$ 315,675	$ 326,724	3.50%	$ 338,159	3.50%
Other Pay, Stipends, Extra Pay			$ 531,371	$ 531,371	0.00%	$ 531,371	0.00%
Health and Welfare Cost per Employee			$ 17,997	$ 17,997	0.00%	$ 17,997	0.00%
Retirement Cost per Cert Employee			$ 19,594	$ 20,176	2.97%	$ 20,775	2.97%
STRS Rate			19.10%	19.10%	0.00%	19.10%	0.00%

Optional - Additional information/explanation of Certificated S&B Assumptions above (calculation methodology, inclusions/exclusions, etc…):

Explain any year over year changes (+/- positions, budgeted salary increases (ongoing or one-time), health and welfare contribution changes, etc…):

Norton is continuing to grow to full capacity. Beginning the 2026-27 school year, we are adding 2 additional TK classes and hiring new teachers. We also continue to experience a growing population of students with needs and are hiring a new Ed Specialist to support.

Classified Salaries and Benefits:						
Number of Classified (Non-Mgmt) FTEs	53.47	53.47	0.00	53.47	0.00
Number of Classified Mangement FTEs	1.00	1.00	0.00	1.00	0.00
Average **Salary** per Classified Non-Mgmt FTE	$ 38,092	$ 40,737	6.94%	$ 42,448	4.20%
Average **Salary** per Classified Mgmt FTE	$ 122,739	$ 118,018	-3.85%	$ 122,739	4.00%
Class Step and Column Increase (Total Annual Cost)	$ 80,000	$ 83,500	4.38%	$ 87,500	4.79%
Other Pay, Stipends, Extra Pay	$ 120,959	$ 120,959	0.00%	$ 120,959	0.00%
Health and Welfare Cost per Class Employee	$ 3,281	$ 3,281	0.00%	$ 3,281	0.00%
Retirement Cost per ClassEmployee	$ 10,533	$ 10,970	4.15%	$ 11,431	4.20%
PERS Rate	26.40%	26.80%	0.40%	25.90%	-0.90%

Optional - Additional information/explanation of Certificated S&B Assumptions above (calculation methodology, inclusions/exclusions, etc…):

Explain any year over year changes (+/- positions, budgeted salary increases (ongoing or one-time), health and welfare contribution changes, etc…):

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget

Form Revised 5/13/2026

ASSUMPTIONS:	2026-27	2027-28	Change	2028-29	Change
Statutory Benefits					
FICA (Social Security)	6.20%	6.20%	0.00%	6.20%	0.00%
Medicare Tax	1.45%	1.45%	0.00%	1.45%	0.00%
Unemployment	0.05%	0.05%	0.00%	0.05%	0.00%
Workers Comp	0.99300%	0.99300%	0.00%	0.99300%	0.00%
Facilities:					
Rent	$ 578,075	$ 576,775	-0.22%	$ 580,250	0.60%
Electricity	$ 170,000	$ 185,000	8.82%	$ 200,000	8.11%
Heating (gas)	$ 10,000	$ 10,500	5.00%	$ 11,000	4.76%
Other	$ 65,000	$ 67,500	3.85%	$ 70,000	3.70%

Explain "Other" facility costs:

The additional facilities costs are around Water, Trash and Sewer costs

Administrative Service Agreements:

1.00%	Oversight Fees to Sponsor	$ 201,634	$ 211,582	4.93%	$ 220,601	4.26%
	Administive Service Contract	$ 2,480,129	$ 2,559,300	3.19%	$ 2,653,228	3.67%
	Other Contracted Costs					

List Noteworthy Assumptions for other budget line items: (Books, Supplies, Services, Capital Outlay, Debt, etc.)

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget
Unrestricted MYP

Form Revised 5/13/2026

DESCRIPTION		Estimated Actuals 2025-26	Adopted Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change	Projected Budget 2028-29	Percent Change
REVENUES								
LCFF Sources								
LCFF	8011	14,800,861	16,813,450	13.60%	17,642,995	4.93%	18,389,319	4.23%
EPA	8012	3,026,120	3,349,939	10.70%	3,515,216	4.93%	3,670,814	4.43%
State Aid - Prior Year	8019	-						
In Lieu Property Taxes	8096	5,755	-		-		-	
Federal	8100-8299	-	-		-		-	
State								
Lottery - Unrestricted	8560	236,041	252,679	7.05%	257,273	1.82%	259,978	1.05%
Lottery - Prop 20 - Restricted	8560							
Other State Revenue	8300-8599	1,686,940	1,823,211	8.08%	1,879,975	3.11%	1,939,993	3.19%
Local								
Interest	8660	124,570	130,000	4.36%	130,000	0.00%	130,000	0.00%
AB602 Local Special Education Transfer	8792							
Other Local Revenues	8600-8799	69,612	-		-		-	
Total Revenues		$ 19,949,899	$ 22,369,279	12.13%	$ 23,425,459	4.72%	$ 24,390,104	4.12%
EXPENDITURES								
Certificated Salaries	1000-1999	6,766,281	7,579,887	12.02%	8,045,183	6.14%	8,526,764	5.99%
Classified Salaries	2000-2999	1,327,830	1,559,977	17.48%	1,622,376	4.00%	1,687,271	4.00%
Benefits	3000-3999	2,963,373	3,381,184	14.10%	3,600,546	6.49%	3,835,167	6.52%
Books & Supplies	4000-4999	235,635	405,717	72.18%	500,000	23.24%	525,000	5.00%
Contracts & Services	5000-5999	1,075,535	1,556,559	44.72%	1,775,000	14.03%	1,850,000	4.23%
Capital Outlay (Modified Accrual Basis Only)	6000-6599	-	-		-		-	
Depreciation Expense (Accrual Basis Only)	6900		175,000		200,000	14.29%	225,000	12.50%
Other Outgo	7100-7299	2,435,597	2,692,094	10.53%	2,811,802	4.45%	2,931,259	4.25%
Debt Service (see Debt Form)	7400-7499	3,079,813	3,079,813	0.00%	3,080,750	0.03%	3,080,125	-0.02%
Total Expenditures		$ 17,884,064	$ 20,430,231	14.24%	$ 21,635,657	5.90%	$ 22,660,586	4.74%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ 2,065,835	$ 1,939,048	-6.14%	$ 1,789,802	-7.70%	$ 1,729,518	-3.37%
OTHER SOURCES & USES								
Other Sources/Contributions to Restricted Programs	8900	$ (988,597)	$ (1,558,131)		$ (1,039,509)		$ (1,064,185)	
Other Uses	7600							
Net Sources & Uses		$ (988,597)	$ (1,558,131)		$ (1,039,509)		$ (1,064,185)	
NET INCREASE (DECREASE) IN FUND BALANCE		$ 1,077,238	$ 380,917	-64.64%	$ 750,293	96.97%	$ 665,333	-11.32%
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	7,490,536	8,701,891	16.17%	9,082,808	4.38%	9,833,101	8.26%
Adjustments for Unaudited Actuals	9792							
Beg Fund Balance at Unaudited Actuals								
Adjustments for Audit	9793							
Adjustments for Restatements	9795	134,117						
Beginning Fund Balance as per Audit Report +/- Restatements		7,624,653						
Ending Balance	9790	$ 8,701,891	$ 9,082,808	4.38%	$ 9,833,101	8.26%	$ 10,498,434	6.77%
Components of Ending Fund Balance (Budget):								
a. **Nonspendable**								
Revolving Cash	9711							
Stores	9712							
Prepaid Expenditures	9713							
All Others	9719							
b. **Restricted**	9740							
c. **Committed**								
Committed - Stabilization Arrangements	9750							
Committed - Other	9760							
d. **Assignments**	9780							
e. **Unassigned**								
Reserve for Ecomonic Uncertainties	9789							
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	8,701,891	9,082,808	4.38%	9,833,101	8.26%	10,498,434	6.77%

ASSUMPTIONS FOR UNRESTRICTED PROGRAMS:

LIST FEDERAL UNRESTRICTED REVENUES (MOST FEDERAL PROGRAM REVENUES ARE RESTRICTED AND SHOULD BE ON RESTRICTED SHEET)

1	Ex. Erate							
2								
3								
4								
5								
6								
7								
8								
9								
	Total Federal Awards Budgeted:	$ -	$ -		$ -		$ -	

Lottery Unrestricted Allocation per ADA			$ 190		$ 190		$ 190	
Lottery Unrestricted Estimated Award			$ 252,679	7.05%	$ 257,273	1.82%	$ 259,978	1.05%

Fiscal Year 2026-27 Budget
Unrestricted MYP

Form Revised 5/13/2026

	DESCRIPTION	Estimated Actuals 2025-26	Adopted Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change	Projected Budget 2028-29	Percent Change
	LIST UNRESTRICTED STATE FUNDS BUDGETED IN "Other State Revenue"							
1	Ex. Mandated Cost							
2	Mandated Block Grant	32,000	33,211	3.78%	34,975	5.31%	39,993	14.35%
3	SMAA	38,907	40,000	2.81%	45,000	12.50%	50,000	11.11%
4	SB740	1,616,033	1,750,000	8.29%	1,800,000	2.86%	1,850,000	2.78%
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
	Total Other State Revenue Funds Budgeted:	$ 1,686,940	$ 1,823,211	8.08%	$ 1,879,975	3.11%	$ 1,939,993	3.19%
	LIST OTHER UNRESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"							
1	Ex. Services Reimbursed by District							
2	Refunds/Donations/Payments/Reimbursables	69,612						
3								
4								
5								
6								
	Total Other Local Revenue Funds Budgeted:	$ 69,612	$ -		$ -		$ -	

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget
Restricted MYP

Form Revised 5/13/2026

DESCRIPTION		Estimated Actuals 2025-26	Adopted Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change	Projected Budget 2028-29	Percent Change
REVENUES								
LCFF Sources								
LCFF	8011							
EPA	8012							
State Aid - Prior Year	8019							
In Lieu Property Taxes	8096							
Federal	8100-8299	2,162,307	1,569,737	-27.40%	1,654,003	5.37%	1,739,928	5.19%
State								
Lottery - Unrestricted	8560							
Lottery - Prop 20 - Restricted	8560	101,337	109,051		111,034		112,201	1.05%
Other State Revenue	8300-8599	2,594,309	2,444,074	-5.79%	2,539,003	3.88%	2,631,643	3.65%
Local								
Interest	8660	-	-		-		-	
AB602 Local Special Education Transfer	8792	709,098	709,098	0.00%	1,119,012	57.81%	1,156,275	3.33%
Other Local Revenues	8600-8799	23,750	37,500	57.89%	40,000	6.67%	45,000	12.50%
Total Revenues		$ 5,590,801	$ 4,869,460	-12.90%	$ 5,463,052	12.19%	$ 5,685,047	4.06%
EXPENDITURES								
Certificated Salaries	1000-1999	1,452,689	1,542,169	6.16%	1,525,229	-1.10%	1,578,612	3.50%
Classified Salaries	2000-2999	726,436	765,403	5.36%	742,164	-3.04%	771,850	4.00%
Benefits	3000-3999	757,590	877,265	15.80%	845,686	-3.60%	877,703	3.79%
Books & Supplies	4000-4999	1,547,569	853,463	-44.85%	875,000	2.52%	892,000	1.94%
Contracts & Services	5000-5999	2,123,509	1,976,560	-6.92%	2,195,000	11.05%	2,300,000	4.78%
Capital Outlay (Modified Accrual Basis Only)	6000-6599	-	-		-		-	
Depreciation Expense (Accrual Basis Only)	6900	-	-		-		-	
Other Outgo	7100-7299	285,000	286,692	0.59%	319,482	11.44%	329,067	3.00%
Debt Service (see Debt Form)	7400-7499	-	-		-		-	
Total Expenditures		$ 6,892,793	$ 6,301,552	-8.58%	$ 6,502,561	3.19%	$ 6,749,232	3.79%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ (1,301,992)	$ (1,432,092)		$ (1,039,509)		$ (1,064,185)	
OTHER SOURCES & USES								
Other Sources/Contributions to Restricted Programs	8900	988,597	1,558,131	57.61%	1,039,509	-33.28%	1,064,185	2.37%
Other Uses	7600	-	-		-		-	
Net Sources & Uses		$ 988,597	$ 1,558,131	57.61%	$ 1,039,509	-33.28%	$ 1,064,185	2.37%
NET INCREASE (DECREASE) IN FUND BALANCE		$ (313,395)	$ 126,039		$ (0)		$ 0	

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget
Restricted MYP

Form Revised 5/13/2026

DESCRIPTION		Estimated Actuals 2025-26	Adopted Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change	Projected Budget 2028-29	Percent Change
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	2,857,384	1,287,807	-54.93%	1,413,846	9.79%	1,413,846	0.00%
Adjustments for Unaudited Actuals	9792							
Beg Fund Balance at Unaudited Actuals								
Adjustments for Audit	9793							
Adjustments for Restatements	9795	(1,256,182)						
Beginning Fund Balance as per Audit Report +/- Restatements		1,601,202						
Ending Balance		$ 1,287,807	$ 1,413,846	9.79%	$ 1,413,846	0.00%	$ 1,413,846	0.00%
Components of Ending Fund Balance (Budget):								
a. **Nonspendable**								
Revolving Cash	9711							
Stores	9712							
Prepaid Expenditures	9713							
All Others	9719							
b. **Restricted**	9740	1,287,807	1,413,846	9.79%	1,413,846	0.00%	1,413,846	0.00%
c. **Committed**								
Committed - Stabilization Arrangements	9750							
Committed - Other	9760							
d. **Assignments**	9780							
e. **Unassigned**								
Reserve for Ecomonic Uncertainties	9789							
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790							

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget
Restricted MYP

Form Revised 5/13/2026

	DESCRIPTION	Estimated Actuals 2025-26	Adopted Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change	Projected Budget 2028-29	Percent Change
	If Restricted Fund Balances Exist, Identify Balance by Program:							
1	EX. AB602 - Special Education							
2	Nutrition Services	361,640	487,679		487,679		487,679	
3	ELOP	481,671	481,671		481,671		481,671	
4	Ethnic Studies	6,293	6,293		6,293		6,293	
5	Art & Music in Schools (Prop 28)	75,658	75,658	0.00%	75,658	0.00%	75,658	0.00%
6	Student Support and Professional Development BG	362,545	362,545		362,545		362,545	
7								
8								
9								
10								
11								
12								
13								
14								
15								
		1,287,807	1,413,846		1,413,846		1,413,846	

ASSUMPTIONS FOR RESTRICTED PROGRAMS:

	LIST FEDERAL RESTRICTED REVENUES							
1	EX. Title I							
2	Title I	492,609	407,941	-17.19%	421,403	3.30%	434,424	3.09%
3	Title II	77,620	50,440	-35.02%	52,067	3.23%	53,676	3.09%
4	Title III	47,625	45,188		46,679		48,122	
5	Title IV	32,306	50,404		52,067		53,676	
6	Nutrition Services - Federal	730,755	757,500		815,000		875,000	
7	IDEA - Federal Special Education	258,264	258,264		266,787		275,030	
8	CSI	523,128	-		-		-	
9								
10								
11								
12								
13								
14								
15					-		-	
16								
17								
18								
19								
20								
	Total Federal Awards Budgeted:	$ 2,162,307	$ 1,569,737	-27.40%	$ 1,654,003	5.37%	$ 1,739,928	5.19%

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget
Restricted MYP

Form Revised 5/13/2026

	DESCRIPTION	Estimated Actuals 2025-26	Adopted Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change	Projected Budget 2028-29	Percent Change
	Lottery Prop 20 Restricted Allocation per ADA		$ 82		$ 82		$ 82	
	Lottery Estimated Prop 20 Restricted Award		$ 109,051		$ 111,034	1.82%	$ 112,201	1.05%
	LIST RESTRICTED STATE FUNDS BUDGETED IN "Other State Revenue"							
1	ELOP	1,495,057	1,579,414	5.64%	1,631,535	3.30%	1,681,949	3.09%
2	After School Education and Safety (ASES)	-	203,396		210,108	3.30%	216,600	3.09%
3	Arts & Music in School - Prop 28	235,787	235,619	-0.07%	243,394	3.30%	250,915	3.09%
4	Child Nutrition	313,921	325,000	3.53%	350,000	7.69%	375,000	7.14%
5	SPED Mental Health Services	100,645	100,645	0.00%	103,966	3.30%	107,179	3.09%
6	Student Support & Professional Development BG	362,545	-		-		-	
7	Learning Recovery Emergency Block Grant	86,354	-		-		-	
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
	Total Other State Revenue Funds Budgeted:	$ 2,594,309	$ 2,444,074	-5.79%	$ 2,539,003	3.88%	$ 2,631,643	3.65%
	LIST OTHER RESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"							
1	Child Nutrition-Local	23,750	37,500	57.89%	40,000	6.67%	45,000	12.50%
2								
3								
4								
5								
6								
	Total Other Local Revenue Funds Budgeted:	$ 23,750	$ 37,500	57.89%	$ 40,000	6.67%	$ 45,000	12.50%
	SPECIAL EDUCATION DETAILS:							
	What % of student population is Special Ed	17.90%	17.90%	0.00%	17.90%	0.00%	17.90%	0.00%
	For SELPA services, is the Charter under School District, or a member LEA?	Desert Mountain SELPA						
	AB602 Revenue	709,098	709,098	0.00%	1,119,012	57.81%	1,156,275	3.33%
	Other Special Ed Revenue	358,909	358,909	0.00%	370,753	3.30%	382,209	3.09%
	Unrestricted Contribution to Special Ed	988,597	1,558,131	57.61%	1,039,509	-33.28%	1,064,185	2.37%
	Total Special Ed Funding	2,056,604	2,626,138		2,529,274		2,602,669	
	Special Ed Expenditures	2,056,604	2,626,138	27.69%	2,704,922	3.00%	2,786,070	3.00%

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget
Summary MYP

Form Revised 5/13/2026

DESCRIPTION		Estimated Actuals 2025-26	Adopted Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change	Projected Budget 2028-29	Percent Change
REVENUES								
LCFF Sources								
LCFF	8011	14,800,861	16,813,450	13.60%	17,642,995	4.93%	18,389,319	4.23%
EPA	8012	3,026,120	3,349,939	10.70%	3,515,216	4.93%	3,670,814	4.43%
State Aid - Prior Year	8019	-	-		-		-	
In Lieu Property Taxes	8096	5,755	-		-		-	
Federal	8100-8299	2,162,307	1,569,737	-27.40%	1,654,003	5.37%	1,739,928	5.19%
State								
Lottery - Unrestricted	8560	236,041	252,679	7.05%	257,273	1.82%	259,978	1.05%
Lottery - Prop 20 - Restricted	8560	101,337	109,051	7.61%	111,034	1.82%	112,201	1.05%
Other State Revenue	8300-8599	4,281,249	4,267,285	-0.33%	4,418,978	3.55%	4,571,636	3.45%
Local								
Interest	8660	124,570	130,000	4.36%	130,000	0.00%	130,000	0.00%
AB602 Local Special Education Transfer	8792	709,098	709,098	0.00%	1,119,012	57.81%	1,156,275	3.33%
Other Local Revenues	8600-8799	93,362	37,500	-59.83%	40,000	6.67%	45,000	12.50%
Total Revenues		$ 25,540,700	$ 27,238,739	6.65%	$ 28,888,511	6.06%	$ 30,075,151	4.11%
EXPENDITURES								
Certificated Salaries	1000-1999	8,218,970	9,122,056	10.99%	9,570,412	4.92%	10,105,376	5.59%
Classified Salaries	2000-2999	2,054,266	2,325,380	13.20%	2,364,540	1.68%	2,459,121	4.00%
Benefits	3000-3999	3,720,963	4,258,449	14.44%	4,446,232	4.41%	4,712,870	6.00%
Books & Supplies	4000-4999	1,783,204	1,259,180	-29.39%	1,375,000	9.20%	1,417,000	3.05%
Contracts & Services	5000-5999	3,199,044	3,533,119	10.44%	3,970,000	12.37%	4,150,000	4.53%
Capital Outlay (Modified Accrual Basis Only)	6000-6599	-	-		-		-	
Depreciation Expense (Accrual Basis Only)	6900	-	175,000		200,000	14.29%	225,000	12.50%
Other Outgo	7100-7299	2,720,597	2,978,786	9.49%	3,131,284	5.12%	3,260,326	4.12%
Debt Service (see Debt Form)	7400-7499	3,079,813	3,079,813	0.00%	3,080,750	0.03%	3,080,125	-0.02%
Total Expenditures		$ 24,776,857	$ 26,731,783	7.89%	$ 28,138,218	5.26%	$ 29,409,818	4.52%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ 763,843	$ 506,956	-33.63%	$ 750,293	48.00%	$ 665,333	-11.32%
OTHER SOURCES & USES								
Other Sources/Contributions to Restricted Programs	8900	-	-		-		-	
Other Uses	7600	-	-		-		-	
Net Sources & Uses		$ -	$ -		$ -		$ -	
NET INCREASE (DECREASE) IN FUND BALANCE		$ 763,843	$ 506,956	-33.63%	$ 750,293	48.00%	$ 665,333	-11.32%

CHARTER NAME: Norton Science & Language Academy
CDS #: 36750736631207
CHARTER #: 968

Fiscal Year 2026-27 Budget
Summary MYP

Form Revised 5/13/2026

DESCRIPTION		Estimated Actuals 2025-26	Adopted Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change	Projected Budget 2028-29	Percent Change
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	10,347,920	9,989,698	-3.46%	10,496,654	5.07%	11,246,947	7.15%
Adjustments for Unaudited Actuals	9792							
Beg Fund Balance at Unaudited Actuals								
Adjustments for Audit	9793							
Adjustments for Restatements	9795	(1,122,065)						
Beginning Fund Balance as per Audit Report +/- Restatements		9,225,855						
Ending Balance	9790	$ 9,989,698	$ 10,496,654	5.07%	$ 11,246,947	7.15%	$ 11,912,280	5.92%
Components of Ending Fund Balance (Budget):								
a. **Nonspendable**								
Revolving Cash	9711	-	-		-		-	
Stores	9712	-	-		-		-	
Prepaid Expenditures	9713	-	-		-		-	
All Others	9719	-	-		-		-	
b. **Restricted**	9740	1,287,807	1,413,846	9.79%	1,413,846	0.00%	1,413,846	0.00%
c. **Committed**								
Committed - Stabilization Arrangements	9750	-	-		-		-	
Committed - Other	9760	-	-		-		-	
d. **Assignments**	9780	-	-		-		-	
e. **Unassigned**								
Reserve for Ecomonic Uncertainties	9789	-	-		-		-	
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	8,701,891	9,082,808	4.38%	9,833,101	8.26%	10,498,434	6.77%
Economic Uncertainty and Unappropriated Reserve Percentage (9789+9790)/(Total Expenditures + Other Uses)		35.12%	33.98%		34.95%		35.70%	

Reserve Standard (unless different standard identified in MOU)	**3%**	**3%**	**3%**	**3%**
If MOU contains a Reserve Standard other than above, enter here				
Reserve Standard Met/Not Met	**Met**	**Met**	**Met**	**Met**

If not meeting standards, discuss fiscal recovery plan:

Unrestricted Deficit Spending Percentage	0.0%	0.0%	0.0%	0.0%
Unrestricted Deficit Spending Standard	**11.7%**	**11.3%**	**11.6%**	**11.9%**
Unrestricted Deficit Spending Standard Met/Not Met	**Met**	**Met**	**Met**	**Met**

If deficit spending, explain cause and if one-time or on-going. If for on-going, what is the Charter's plan to eliminatethe deficit?

DEBT - Multiyear Commitments

Fiscal Year 2026-27 Budget

CHARTER NAME: Norton Science & Language Academy

Form Revised 5/13/2026

Complete the following table for all significant multiyear commitments for the budget year and the following two years. Clearly identify the number of years remaining and the total remaining principal amount of the commitment, the amount of principal and interest budgeted for the current fiscal year and the following two years.

Under the Comment Section, provide a brief statement identifying the funding source for repayment of each obligation.

NO DEBT (if no debt, **X**)

Type of Commitment	# of Years Remaining	July 1, 2026 Principal Balance	2026-27 Payment Principle	2026-27 Payment Interest	2027-28 Payment Principle	2027-28 Payment Interest	2028-29 Payment Principle	2028-29 Payment Interest	Object Code(s)
State School Building Loans									
Charter School Start-up Loans									
Other Post Employment Benefits									
Compensated Absences									
Bank Line of Credit Loans									
Municipal Lease									
Capital Lease	32	39,565,000	387,000	2,472,813	412,000	2,448,750	437,000	2,423,125	
Capital Lease	36	5,500,000	-	220,000	-	220,000	-	220,000	
Capital Lease									
Inter-Agency Borrowing									
Other									
Total		**45,065,000**	**387,000**	**2,692,813**	**412,000**	**2,668,750**	**437,000**	**2,643,125**	

Other Commitments:

Comments:

CHARTER NAME: Norton Science & Language Academy

2026-27 Budget Cash Flow

DATE PREPARED: 5/20/2026

Form Revised 5/13/2026

			July Estimated	% Bud	August Estimated	% Bud	September Estimated	% Bud	October Estimated	% Bud	November Estimated	% Bud	December Estimated	% Bud	January Estimated	% Bud
Beginning Cash Balance		##########	10,147,643		11,587,559		10,873,883		10,455,143		11,089,865		12,145,414		12,087,335	
REVENUE																
LCFF Sources																
LCFF	8011		-		840,675	5.00%	840,675	5.00%	1,513,210	9.00%	1,513,210	9.00%	1,513,210	9.00%	1,513,210	9.00%
EPA	8012		-		-		-		837,484	25.00%	-		-		837,485	25.00%
State Aid - Prior Year	8019		-		-		-		-		-		-		-	
In Lieu Property Taxes	8096		-		-		-		-		-		-		-	
Federal	8100-8299		-		-		-		50,737	3.23%	-		200,000	12.74%	250,000	15.93%
State																
Lottery - Unrestricted	8560		-		-		-		-		-		-		63,211	25.02%
Lottery - Prop 20 - Restricted	8560		-		-		-		-		-		-		27,263	25.00%
Other State Revenue	8300-8599		-		90,000	2.11%	105,000	2.46%	165,000	3.87%	1,250,000	29.29%	275,000	6.44%	300,000	7.03%
Local																
Interest	8660		11,041	8.49%	11,041	8.49%	10,685	8.22%	11,041	8.49%	10,685	8.22%	11,041	8.49%	11,041	8.49%
AB602 Local Special Education Transfer	8792		-		35,459	5.00%	35,459	5.00%	63,818	9.00%	63,818	9.00%	63,818	9.00%	63,818	9.00%
Other Local Revenues	8600-8799		-		4,500	12.00%	4,500	12.00%	4,000	10.67%	3,500	9.33%	2,500	6.67%	4,500	12.00%
Total Revenues			$ 11,041	0.04%	$ 981,675	3.60%	$ 996,319	3.66%	$ 2,645,290	9.71%	$ 2,841,213	10.43%	$ 2,065,569	7.58%	$ 3,070,528	11.27%
EXPENDITURES																
Certificated Salaries	1000-1999		125,893	1.38%	817,833	8.97%	817,833	8.97%	817,833	8.97%	817,833	8.97%	817,833	8.97%	817,833	8.97%
Classified Salaries	2000-2999		91,852	3.95%	203,048	8.73%	203,048	8.73%	203,048	8.73%	203,048	8.73%	203,048	8.73%	203,048	8.73%
Benefits	3000-3999		84,323	1.98%	379,466	8.91%	379,466	8.91%	379,466	8.91%	379,466	8.91%	379,466	8.91%	379,466	8.91%
Books & Supplies	4000-4999		80,180	6.37%	250,000	19.85%	92,900	7.38%	92,900	7.38%	92,900	7.38%	92,900	7.38%	92,900	7.38%
Contracts & Services	5000-5999		88,119	2.49%	225,000	6.37%	350,000	9.91%	330,000	9.34%	330,000	9.34%	330,000	9.34%	330,000	9.34%
Capital Outlay (Modified Accrual Basis Only)	6000-6599		-		-		-		-		-		-		-	
Depreciation Expense (Accrual Basis Only)	6900		-		-		43,750	25.00%	-		-		43,750	25.00%	-	
Other Outgo	7100-7299		-		-		-		-		-		-		-	
Debt Service (see Debt Form)	7400-7499		256,651	8.33%	256,651	8.33%	256,651	8.33%	256,651	8.33%	256,651	8.33%	256,651	8.33%	256,651	8.33%
Total Expenditures			$ 727,018	2.72%	$ 2,131,998	7.98%	$ 2,143,648	8.02%	$ 2,079,898	7.78%	$ 2,079,898	7.78%	$ 2,123,648	7.94%	$ 2,079,898	7.78%
OTHER SOURCES/USES																
Other Sources/Contributions to Restricted Programs	8900															
Other Uses	7600															
Net Sources & Uses			$ -		$ -		$ -		$ -		$ -		$ -		$ -	
BALANCE SHEET		July 1 - Beginning Balances		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal
Capital Assets - Net of Accum Depr (Accrual Basis Only)	9400-9489	1,246,895														
Accounts Receivable	9210	4,128,220	2,335,401	56.57%	436,647	10.58%	728,589	17.65%	69,330	1.68%	294,234	7.13%	-		258,264	6.26%
Prepaid Expenditures	9330	98,642	98,642	100.00%	-		-		-		-		-		-	
Other Non Current Assets		39,365,016	-		-		-		-		-		-		-	
Accounts Payable	9510	278,150	278,150	100.00%	-		-		-		-		-		-	
Line of Credit Payments	9640	-	-		-		-		-		-		-		-	
Deferred Revenue	9650	-	-		-		-		-		-		-		-	
Other Non Current Liabilities		44,718,568														
TOTAL BALANCE SHEET		$ (157,945)	$ 2,155,893		$ 436,647		$ 728,589		$ 69,330		$ 294,234		$ -		$ 258,264	
OTHER ADJUSTMENTS (LIST)																
TOTAL OTHER ADJUSTMENTS		$ -	$ -		$ -		$ -		$ -		$ -		$ -		$ -	
NET REVENUES LESS EXPENDITURES			$ 1,439,916		$ (713,676)		$ (418,740)		$ 634,722		$ 1,055,549		$ (58,079)		$ 1,248,894	
ENDING CASH BALANCE			$ 11,587,559		$ 10,873,883		$ 10,455,143		$ 11,089,865		$ 12,145,414		$ 12,087,335		$ 13,336,228	

CHARTER NAME: Norton Science & Language Academy

DATE PREPARED: 5/20/2026

2026-27 Budget Cash Flow

Form Revised 5/13/2026

		February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance		13,336,228		13,376,831		13,380,507		14,274,281		14,189,952		11,156,731			
REVENUE															
LCFF Sources															
LCFF	8011	1,513,210	9.00%	1,513,210	9.00%	1,513,210	9.00%	1,513,210	9.00%	1,513,210	9.00%	1,513,210	16,813,450	16,813,450	-
EPA	8012	-		-		837,485	25.00%	-		-		837,485	3,349,939	3,349,939	-
State Aid - Prior Year	8019	-		-		-		-		-		-	-	-	-
In Lieu Property Taxes	8096	-		-		-		-		-		-	-	-	-
Federal	8100-8299	200,000	12.74%	200,000	12.74%	150,000	9.56%	100,000	6.37%	150,000	9.56%	269,000	1,569,737	1,569,737	-
State															
Lottery - Unrestricted	8560	-		-		63,211	25.02%	-		-		126,257	252,679	252,679	-
Lottery - Prop 20 - Restricted	8560	-		-		27,263	25.00%	-		-		54,525	109,051	109,051	-
Other State Revenue	8300-8599	300,000	7.03%	300,000	7.03%	300,000	7.03%	300,000	7.03%	300,000	7.03%	582,285	4,267,285	4,267,285	-
Local															
Interest	8660	9,973	7.67%	11,041	8.49%	10,685	8.22%	11,041	8.49%	10,685	8.22%	-	130,000	130,000	-
AB602 Local Special Education Transfer	8792	63,818	9.00%	63,818	9.00%	63,818	9.00%	63,818	9.00%	63,818	9.00%	63,818	709,098	709,098	-
Other Local Revenues	8600-8799	3,500	9.33%	3,500	9.33%	3,000	8.00%	2,500	6.67%	1,500	4.00%	-	37,500	37,500	-
Total Revenues		$ 2,090,501	7.67%	$ 2,091,569	7.68%	$ 2,968,672	10.90%	$ 1,990,569	7.31%	$ 2,039,213	7.49%	$ 3,446,580	$ 27,238,739	$ 27,238,739	$ -
EXPENDITURES															
Certificated Salaries	1000-1999	817,833	8.97%	817,833	8.97%	817,833	8.97%	817,833	8.97%	817,833	8.97%	-	9,122,056	9,122,056	-
Classified Salaries	2000-2999	203,048	8.73%	203,048	8.73%	203,048	8.73%	203,048	8.73%	203,048	8.73%	-	2,325,380	2,325,380	-
Benefits	3000-3999	379,466	8.91%	379,466	8.91%	379,466	8.91%	379,466	8.91%	379,466	8.91%	-	4,258,449	4,258,449	-
Books & Supplies	4000-4999	92,900	7.38%	92,900	7.38%	92,900	7.38%	92,900	7.38%	92,900	7.38%	-	1,259,180	1,259,180	-
Contracts & Services	5000-5999	300,000	8.49%	300,000	8.49%	325,000	9.20%	325,000	9.20%	300,000	8.49%	-	3,533,119	3,533,119	-
Capital Outlay (Modified Accrual Basis Only)	6000-6599	-		-		-		-		-		-	-	-	-
Depreciation Expense (Accrual Basis Only)	6900	-		43,750	25.00%	-		-		43,750	25.00%	-	175,000	175,000	-
Other Outgo	7100-7299	-		-		-		-		2,978,786	100.00%	-	2,978,786	2,978,786	-
Debt Service (see Debt Form)	7400-7499	256,651	8.33%	256,651	8.33%	256,651	8.33%	256,651	8.33%	256,651	8.33%	-	3,079,813	3,079,813	-
Total Expenditures		$ 2,049,898	7.67%	$ 2,093,648	7.83%	$ 2,074,898	7.76%	$ 2,074,898	7.76%	$ 5,072,434	18.98%	$ -	$ 26,731,783	$ 26,731,783	$ -
OTHER SOURCES/USES															
Other Sources/Contributions to Restricted Programs	8900											-	-	-	-
Other Uses	7600											-	-	-	-
Net Sources & Uses		$ -		$ -		$ -		$ -		$ -		$ -	$ -	$ -	$ -
BALANCE SHEET			% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal			Remaining Balance	
Capital Assets - Net of Accum Depr (Accrual Basis Only)	9400-9489												-	1,246,895	
Accounts Receivable	9210	-		5,755	0.14%	-		-		-			4,128,220	-	
Prepaid Expenditures	9330	-		-		-		-		-			98,642	-	
Other Non Current Assets		-		-		-		-		-			-	39,365,016	
Accounts Payable	9510	-		-		-		-		-			278,150	-	
Line of Credit Payments	9640	-		-		-		-		-			-	-	
Deferred Revenue	9650	-		-		-		-		-			-	-	
Other Non Current Liabilities													-	44,718,568	
TOTAL BALANCE SHEET		$ -		$ 5,755		$ -		$ -		$ -		$ -	$ 3,948,712	$ (4,106,657)	
OTHER ADJUSTMENTS (LIST)														Remaining Balance	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
TOTAL OTHER ADJUSTMENTS		$ -		$ -		$ -		$ -		$ -			$ -	$ -	
NET REVENUES LESS EXPENDITURES		$ 40,603		$ 3,676		$ 893,774		$ (84,329)		$ (3,033,221)		$ 3,446,580	$ 4,455,668		
ENDING CASH BALANCE		$ 13,376,831		$ 13,380,507		$ 14,274,281		$ 14,189,952		$ 11,156,731		$ 10,496,654.09			

Ending Fund Balance $ 10,496,654

Ending Cash (AC6) plus Ending Total Balance Sheet (AE52) plus Accruals (AC64) should equal Ending Fund Balance **Ending Cash does r**

CHARTER NAME: Norton Science & Language Academy

DATE PREPARED: 5/20/2026 — **2027-28 Budget Cash Flow**

Form Revised 5/13/2026

			July Estimated	% Bud	August Estimated	% Bud	September Estimated	% Bud	October Estimated	% Bud	November Estimated	% Bud	December Estimated	% Bud	January Estimated	% Bud
Beginning Cash Balance		##########	11,156,731		12,882,364		11,918,159		11,239,061		12,003,867		12,800,246		12,925,481	
REVENUE																
LCFF Sources																
LCFF	8011		-		882,152	5.00%	882,152	5.00%	1,587,869	9.00%	1,587,869	9.00%	1,587,869	9.00%	1,587,869	9.00%
EPA	8012		-		-		-		878,804	25.00%	-		-		878,804	25.00%
State Aid - Prior Year	8019		-		-		-		-		-		-		-	
In Lieu Property Taxes	8096		-		-		-		-		-		-		-	
Federal	8100-8299		-		-		-		75,003	4.53%	-		225,000	13.60%	300,000	18.14%
State																
Lottery - Unrestricted	8560		-		-		-		-		-		-		64,657	25.13%
Lottery - Prop 20 - Restricted	8560		-		-		-		-		-		-		27,859	25.09%
Other State Revenue	8300-8599		-		115,000	2.60%	175,000	3.96%	225,000	5.09%	1,250,000	28.29%	275,000	6.22%	300,000	6.79%
Local																
Interest	8660		11,041	8.49%	11,041	8.49%	10,685	8.22%	11,041	8.49%	10,685	8.22%	11,041	8.49%	11,041	8.49%
AB602 Local Special Education Transfer	8792		-		55,951	5.00%	55,951	5.00%	100,711	9.00%	100,711	9.00%	100,711	9.00%	100,711	9.00%
Other Local Revenues	8600-8799		-		3,500	8.75%	4,500	11.25%	3,000	7.50%	4,500	11.25%	3,000	7.50%	5,000	12.50%
Total Revenues			$ 11,041	0.04%	$ 1,067,644	3.70%	$ 1,128,288	3.91%	$ 2,881,428	9.97%	$ 2,953,765	10.22%	$ 2,202,621	7.62%	$ 3,275,941	11.34%
EXPENDITURES																
Certificated Salaries	1000-1999		132,071	1.38%	858,031	8.97%	858,031	8.97%	858,031	8.97%	858,031	8.97%	858,031	8.97%	858,031	8.97%
Classified Salaries	2000-2999		93,403	3.95%	206,467	8.73%	206,467	8.73%	206,467	8.73%	206,467	8.73%	206,467	8.73%	206,467	8.73%
Benefits	3000-3999		88,483	1.99%	396,159	8.91%	396,159	8.91%	396,159	8.91%	396,159	8.91%	396,159	8.91%	396,159	8.91%
Books & Supplies	4000-4999		85,000	6.18%	115,000	8.36%	115,000	8.36%	140,000	10.18%	115,000	8.36%	115,000	8.36%	115,000	8.36%
Contracts & Services	5000-5999		135,000	3.40%	350,000	8.82%	375,000	9.45%	350,000	8.82%	375,000	9.45%	345,000	8.69%	375,000	9.45%
Capital Outlay (Modified Accrual Basis Only)	6000-6599		-		-		-		-		-		-		-	
Depreciation Expense (Accrual Basis Only)	6900		-		-		50,000	25.00%	-		-		50,000	25.00%	-	
Other Outgo	7100-7299		-		-		-		-		-		-		-	
Debt Service (see Debt Form)	7400-7499		256,729	8.33%	256,729	8.33%	256,729	8.33%	256,729	8.33%	256,729	8.33%	256,729	8.33%	256,729	8.33%
Total Expenditures			$ 790,686	2.81%	$ 2,182,386	7.76%	$ 2,257,386	8.02%	$ 2,207,386	7.84%	$ 2,207,386	7.84%	$ 2,227,386	7.92%	$ 2,207,386	7.84%
OTHER SOURCES/USES																
Other Sources/Contributions to Restricted Programs	8900															
Other Uses	7600															
Net Sources & Uses			$ -		$ -		$ -		$ -		$ -		$ -		$ -	
BALANCE SHEET		July 1 - Beginning Balances		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal
Capital Assets - Net of Accum Depr (Accrual Basis Only)	9400-9489	1,246,895														
Accounts Receivable	9210	3,446,580	2,505,278	72.69%	150,537	4.37%	450,000	13.06%	90,765	2.63%	50,000	1.45%	150,000	4.35%	-	
Prepaid Expenditures	9330	-														
Other Non Current Assets		39,365,016														
Accounts Payable	9510	-														
Line of Credit Payments	9640	-														
Deferred Revenue	9650	-														
Other Non Current Liabilities		44,718,568														
TOTAL BALANCE SHEET		$ (660,077)	$ 2,505,278		$ 150,537		$ 450,000		$ 90,765		$ 50,000		$ 150,000		$ -	
OTHER ADJUSTMENTS (LIST)																
TOTAL OTHER ADJUSTMENTS		$ -	$ -		$ -		$ -		$ -		$ -		$ -		$ -	
NET REVENUES LESS EXPENDITURES			$ 1,725,633		$ (964,205)		$ (679,098)		$ 764,807		$ 796,379		$ 125,235		$ 1,068,555	
ENDING CASH BALANCE			$ 12,882,364		$ 11,918,159		$ 11,239,061		$ 12,003,867		$ 12,800,246		$ 12,925,481		$ 13,994,036	

CHARTER NAME: Norton Science & Language Academy

DATE PREPARED: 5/20/2026 — **2027-28 Budget Cash Flow**

Form Revised 5/13/2026

		February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance		13,994,036		14,094,703		14,065,438		15,002,135		14,947,870		11,744,965			
REVENUE															
LCFF Sources															
LCFF	8011	1,587,869	9.00%	1,587,869	9.00%	1,587,869	9.00%	1,587,869	9.00%	1,587,869	9.00%	1,587,870	17,642,995	17,642,995	-
EPA	8012	-		-		878,804	25.00%	-		-		878,804	3,515,216	3,515,216	-
State Aid - Prior Year	8019	-		-		-		-		-		-	-	-	-
In Lieu Property Taxes	8096	-		-		-		-		-		-	-	-	-
Federal	8100-8299	200,000	12.09%	200,000	12.09%	125,000	7.56%	125,000	7.56%	125,000	7.56%	279,000	1,654,003	1,654,003	-
State															
Lottery - Unrestricted	8560	-		-		64,657	25.13%	-		-		127,959	257,273	257,273	-
Lottery - Prop 20 - Restricted	8560	-		-		27,858	25.09%	-		-		55,317	111,034	111,034	-
Other State Revenue	8300-8599	300,000	6.79%	300,000	6.79%	300,000	6.79%	300,000	6.79%	300,000	6.79%	578,978	4,418,978	4,418,978	-
Local															
Interest	8660	9,973	7.67%	11,041	8.49%	10,685	8.22%	11,041	8.49%	10,685	8.22%	-	130,000	130,000	-
AB602 Local Special Education Transfer	8792	100,711	9.00%	100,711	9.00%	100,711	9.00%	100,711	9.00%	100,711	9.00%	100,711	1,119,012	1,119,012	-
Other Local Revenues	8600-8799	4,500	11.25%	3,500	8.75%	3,500	8.75%	3,500	8.75%	1,500	3.75%	-	40,000	40,000	-
Total Revenues		$ 2,203,053	7.63%	$ 2,203,121	7.63%	$ 3,099,084	10.73%	$ 2,128,121	7.37%	$ 2,125,765	7.36%	$ 3,608,639	$ 28,888,511	$ 28,888,511	$ -
EXPENDITURES															
Certificated Salaries	1000-1999	858,031	8.97%	858,031	8.97%	858,031	8.97%	858,031	8.97%	858,031	8.97%	-	9,570,412	9,570,412	-
Classified Salaries	2000-2999	206,467	8.73%	206,467	8.73%	206,467	8.73%	206,467	8.73%	206,467	8.73%	-	2,364,540	2,364,540	-
Benefits	3000-3999	396,159	8.91%	396,159	8.91%	396,159	8.91%	396,159	8.91%	396,159	8.91%	-	4,446,232	4,446,232	-
Books & Supplies	4000-4999	115,000	8.36%	115,000	8.36%	115,000	8.36%	115,000	8.36%	115,000	8.36%	-	1,375,000	1,375,000	-
Contracts & Services	5000-5999	320,000	8.06%	350,000	8.82%	330,000	8.31%	350,000	8.82%	315,000	7.93%	-	3,970,000	3,970,000	-
Capital Outlay (Modified Accrual Basis Only)	6000-6599	-		-		-		-		-		-	-	-	-
Depreciation Expense (Accrual Basis Only)	6900	-		50,000	25.00%	-		-		50,000	25.00%	-	200,000	200,000	-
Other Outgo	7100-7299	-		-		-		-		3,131,284	100.00%	-	3,131,284	3,131,284	-
Debt Service (see Debt Form)	7400-7499	256,729	8.33%	256,729	8.33%	256,729	8.33%	256,729	8.33%	256,729	8.33%	-	3,080,750	3,080,750	-
Total Expenditures		$ 2,152,386	7.65%	$ 2,232,386	7.93%	$ 2,162,386	7.68%	$ 2,182,386	7.76%	$ 5,328,670	18.94%	$ -	$ 28,138,218	$ 28,138,218	$ -
OTHER SOURCES/USES															
Other Sources/Contributions to Restricted Programs	8900											-	-	-	-
Other Uses	7600											-	-	-	-
Net Sources & Uses		$ -		$ -		$ -		$ -		$ -		$ -	$ -	$ -	$ -
BALANCE SHEET			% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal			Remaining Balance	
Capital Assets - Net of Accum Depr (Accrual Basis Only)	9400-9489												-	1,246,895	
Accounts Receivable	9210	50,000	1.45%	-		-		-		-			3,446,580	-	
Prepaid Expenditures	9330												-	-	
Other Non Current Assets													-	39,365,016	
Accounts Payable	9510												-	-	
Line of Credit Payments	9640												-	-	
Deferred Revenue	9650												-	-	
Other Non Current Liabilities													-	44,718,568	
TOTAL BALANCE SHEET		$ 50,000		$ -		$ -		$ -		$ -		$ -	$ 3,446,580	$ (4,106,657)	
OTHER ADJUSTMENTS (LIST)														Remaining Balance	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
TOTAL OTHER ADJUSTMENTS		$ -		$ -		$ -		$ -		$ -			$ -	$ -	
NET REVENUES LESS EXPENDITURES		$ 100,667		$ (29,265)		$ 936,698		$ (54,265)		$ (3,202,905)		$ 3,608,639	$ 4,196,873		
ENDING CASH BALANCE		$ 14,094,703		$ 14,065,438		$ 15,002,135		$ 14,947,870		$ 11,744,965		$ 11,246,946.93			

Ending Fund Balance $ 11,246,947

Ending Cash (AC6) plus Ending Total Balance Sheet (AE52) plus Accruals (AC64) should equal Ending Fund Balance **$ (0)**

APPENDIX G

Liability Insurance

CharterSAFE

EVIDENCE OF COVERAGE BOUND

THE EVIDENCE OF COVERAGE BOUND BELOW HAVE BEEN ISSUED TO THE NAMED MEMBER LISTED HEREIN FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY AGREEMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS DECLARATION OF COVERAGE AND LIMITS MAY PERTAIN. THE COVERAGE AFFORDED UNDER THE COVERAGE AREAS LISTED BELOW IS SUBJECT TO ALL THE TERMS, CONDITIONS, AND EXCLUSIONS ESTABLISHED IN THE MEMORANDUM OF COVERAGE AND/OR APPLICABLE POLICIES. LIMITS SHOWN MAY BE OR HAVE BEEN REDUCED BY PAID CLAIMS FOR THE COVERAGE PERIOD INDICATED.

Effective Date: July 1, 2026 12:01 AM - July 1, 2027 12:00 AM

Named Member:
The High Desert 'Partnership in Academic Excellence' Foundation Incorporated
17500 Mana Rd
Apple Valley, CA 92307

Coverage Provided by (CP):
Coverage Provider Addendum is available upon request. Please reach out to your CharterSAFE primary representative.

Core Liability Program

Coverage Limits: $55,000,000 Per Named Member Aggregate

The Core Liability Program breaks down as follows:

CP	COVERAGES		SCHEDULE OF LIMITS
A, S	**Directors & Officers, Employment Practices, and Fiduciary Liability***		
	Directors & Officers Liability (D&O) and Company Liability	**Deductible**: $15,000 per claim **Continuity Date**: 07/01/2011	**$5,000,000 per claim and Named Member aggregate**
	Employment Practices Liability (EPL)	**Deductible**: $25,000 per claim **Continuity Date**: 07/01/2011	**$5,000,000 per claim and Named Member aggregate**
	Wage & Hour Wrongful Act Defense Sublimit		$250,000 per claim sublimit
	Immigration Wrongful Act Defense Sublimit		$100,000 per claim sublimit
	Fiduciary Liability	**Deductible**: $0 **Continuity Date**: 07/01/2012	**$1,000,000 per claim and Named Member aggregate**
A, G, H, O	**General Liability**		**$5,000,000 per occurrence and Named Member aggregate**
	Deductible:	$0 for non *High-Risk Activities***** $2,500 per occurrence for losses arising out of participation in *High-Risk Activities*****	
	Premises Medical Payment Sublimit		$10,000 per person sublimit $50,000 per occurrence sublimit
	Products and Completed Operations		$5,000,000 per occurrence and Named Member aggregate
	Fire Legal/Damage to Premises Rented Sublimit		$1,000,000 per occurrence sublimit
A, G, H, O	**Employee Benefits Liability** **Deductible:** $0		**$5,000,000 per occurrence and Named Member aggregate**

A, G, H, O	**Educator's Legal Liability** **Deductible**: $2,500 per occurrence Special Education Program Legal Expense Coverage - Reimbursement Sublimit **Deductible**: $7,500 per occurrence	**$5,000,000 per occurrence and Named Member aggregate** $50,000 per occurrence/aggregate Reimbursement Sublimit $5,000,000 CharterSAFE Members' Combined Annual Aggregate

A	**Childhood Sexual Assault Liability*** **Deductible**: $0 if training mandate** is fulfilled $125,000 if training mandate** is not fulfilled **Retroactive Date**: 07/01/2021	**$5,000,000 per claim and Named Member aggregate**

***Training Mandate**
Members must complete the CharterSAFE Mandated Reporter Training in compliance with State and Federal requirements. Should a loss occur, if all employees involved, including mandated reporters, respectively completed the CharterSAFE Mandated Reporter Training, the deductible is waived. If not all employees involved completed the CharterSAFE Mandated Reporter Training, there is a $125,000 deductible.

CLAIM means: A **CLAIM** or **SUIT** arising out of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE** or **NEGELCT** will be deemed first made against a **COVERED PARTY** during the **PERIOD OF COVERAGE** and reported to California Charter Schools Joint Powers Authority (CCS JPA) as required by the reporting condition shown in SECTION IV CONDITIONS.

A	**Childhood Sexual Assault, Abuse, or Neglect Investigation** **Deductible**: $0	**$25,000 per incident** **$50,000 Named Member aggregate**

Coverage: To pay the expense of an investigation into facts or circumstances of a reported incident that may give rise to a **CLAIM** or **SUIT** involving any actual or alleged **CHILDHOOD SEXUAL ASSAULT, ABUSE**, or **NEGLECT** against the **NAMED MEMBER**.

A, G, H, O	**Law Enforcement Activities Liability** **Deductible:** $0	**$5,000,000 per occurrence and Named Member aggregate**

A, G, H, O	**Automobile** Includes Autos scheduled with CharterSAFE, non-owned autos and hired autos **Auto Liability** **Deductible:** $0 Uninsured/Underinsured Sublimit Automobile Medical Payment Sublimit **Auto Physical Damage** **Deductible**: $0 $1,000 per occurrence for Hired Auto Physical Damage	 **$5,000,000 per occurrence and Named Member aggregate** $1,000,000 per occurrence sublimit $10,000 per person sublimit $50,000 per occurrence sublimit **$2,000,000 per occurrence and Named Member aggregate**

W	**Excess Liability - SELF** **Coverage Provided by:** Schools Excess Liability Fund (SELF) **Coverage:** SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with separate terms, conditions, and exclusions. You can access SELF's information at www.selfjpa.org.	**$50,000,000 per occurrence/claim and Named Member aggregate** as outlined by the SELF Memorandum of Coverage. This coverage is excess of the $5M limits above to total a limit of $55M.

Crime

A, I	**Crime** Monies and Securities, Computer & Funds Transfer Fraud, Forgery or Alteration **Deductible:** $2,500 per occurrence Employee Dishonesty **Deductible:** $5,000 per occurrence	**$1,000,000 per occurrence and Named Member aggregate**

Property

A, B, C, D, F, J, K, L, N, P, T, U, V	**Property** **Valuation:** Replacement Cost **Deductible**: $1,000 per occurrence **Water Damage Deductible:** $2,500 per occurrence **Wildfire Deductible:** $10,000 per occurrence	**As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence and CharterSAFE members' combined annual aggregate**
	Building, Tenant Improvements and Betterments, and Portables Personal Property - Contents & Electronic Data Processing Boiler and Machinery / Equipment Breakdown	Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.
	Builder's Risk - Separately scheduled with CharterSAFE as applicable	**See "Exposures & Locations" section**
	Business Interruption Sublimit	$10,000,000 per occurrence sublimit
	Extra Expense Sublimit	$5,000,000 per occurrence sublimit $10,000,000 CharterSAFE Members' combined annual aggregate

Student & Volunteer Accident

A, Q	**Student Accident and Volunteer Accident** **Deductible:** $0 for non *High-Risk Activities***** $2,500 per incident for losses arising out of participation in *High-Risk Activities*****	
	Student Accident	**$50,000 per injury/accident** **104 weeks benefit period**
	Volunteer Accident	**$25,000 per injury/accident** **104 weeks benefit period**

CharterSAFE

Additional Program Coverages

A, C	**Pollution Liability and First Party Remediation*** **Deductible:** $10,000 per pollution condition	**$1,000,000 per pollution condition** **$5,000,000 CharterSAFE Members' combined annual aggregate** Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.
A, M	**Terrorism*** Terrorism Property **Deductible:** $1,000 per occurrence Total insured Value (Building + Tenant Improvements + Portables + Content + EDP)	**As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence and CharterSAFE Members' combined annual aggregate.** **See "Exposures & Locations" section** Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.
	Terrorism Liability Sublimit* **Deductible:** $0	$5,000,000 per occurrence and CharterSAFE Members' combined annual aggregate Sublimit
A, E	**Cyber Liability*** **Level 1 Deductible:** $10,000 per claim Ransomware Sublimits (Inclusive within Cyber Liability Coverages) Qualification Level 1 $1,000,000 ransom payment sublimit $1,000,000 ransomware limit	**$1,000,000 per claim and Named Member aggregate** **$5,000,000 CharterSAFE Members' combined annual aggregate** If a Named Member is controlled or managed by a single entity, group or board of directors, or governed under the terms of a common charter or set of bylaws, or has data under its care, custody and control in a shared network environment with any other Named Member they will share a single limit.

A, C	**Deadly Weapons Protection** **Deductible:** $10,000 per event Medical expenses, accidental death and dismemberment, crisis management, counselling services, and funeral expenses sublimit apply, as outlined in the policy.	**$500,000 per deadly weapon event** **$2,500,000 CharterSAFE Members' combined annual aggregate** Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.

Workers' Compensation		
A, H, R	**Workers' Compensation** Workers' Compensation **Workers' Compensation rate:** $1.059 per $100 of payroll	**Statutory**
	Employer's Liability	**$5,000,000 per accident** **$5,000,000 per disease per employee** **$5,000,000 per disease policy limit**

* Claims-Made coverage. Coverage applies only to claims made against the Named Member during the Period of Coverage and Reported within sixty (60) days after policy expiration.

**** A list of High-Risk Activities is available at www.chartersafe.org or you may contact Kim Alonzo (kalonzo@chartersafe.org / 818-394-6532) from CharterSAFE's Risk Management team.

The Evidence of Coverage Bound is issued as a matter of information only to Named Members for their internal use and confers no rights upon any viewer of this Evidence of Coverage Bound other than those provided for in the Memorandum of Coverage and/or applicable policies. This Evidence of Coverage Bound does not amend, extend, or alter the coverage described within the Memorandum of Coverage and/or applicable policies and may only be copied, printed, used, and viewed by the Named Member. Any other use, duplication, or distribution of this Evidence of Coverage Bound without the prior written consent of CharterSAFE is prohibited.

CharterSAFE

EXPOSURES & LOCATIONS

Total sum of exposures from scheduled locations.

Student Count	**2,893**
Employee Count	**315**
Annual Estimated Payroll	**$21,010,068**
Total Insured Value	**$73,665,750**
Building Value (owned or required to insure)	$66,188,500
Tenant Improvements	$0
Portable Value	$2,525,000
Content Value	$3,620,750
Electronic Data Processing (EDP) Value	$1,331,500
Number of Portables	**47**

Scheduled Locations and Breakdown of Exposures

Location ID: 1587

Academy for Academic Excellence: 20702 Thunderbird

Apple Valley, CA 92307
Leased/Owned: Owned

Students:	**0**
Employees:	**0**
Payroll:	**$0**
Total TIV:	**$3,715,750**
Building Value:	$3,538,500
Tenant Improvements:	$0
Portable Value:	$25,000
Content Value:	$120,750
EDP Value:	$31,500
# of Portables:	**1**

Location ID: 1589

Academy for Academic Excellence: 17500 Mana Road

Apple Valley, CA 92307
Leased/Owned: Leased

Students:	**1,555**
Employees:	**175**
Payroll:	**$10,690,621**
Total TIV:	**$32,750,000**
Building Value:	$27,500,000
Tenant Improvements:	$0
Portable Value:	$2,500,000
Content Value:	$2,000,000
EDP Value:	$750,000
# of Portables:	**46**

CharterSAFE

Location ID: 21405

Norton Science and Language Academy: 230 South Waterman Avenue
San Bernardino, CA 92408

Leased/Owned: Leased

Students:	**1,338**
Employees:	**140**
Payroll:	**$10,319,447**
Total TIV:	**$37,200,000**
Building Value:	$35,150,000
Tenant Improvements:	$0
Portable Value:	$0
Content Value:	$1,500,000
EDP Value:	$550,000
# of Portables:	**0**

Vehicles

Vehicle Type	Make	Model	Year	VIN
Truck	Chevrolet	K2500	2006	1GBHK23G86F257371
Van	Kia	Carnival LXS	2025	KNDNB5K3XS6455457
Van	Kia	Carnival	2025	KNDNB5K38S6471088
Truck	GMC	Sierra 1500	2025	3GTNHAEK9SG113023
Van	Kia	Carnival	2024	KNDNB4H34R6450816
Van	Kia	Carnival	2024	KNDNB4H36R6441695