

LEWIS CENTER FOR EDUCATIONAL RESEARCH

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

Agenda for Special Meeting of the Lewis Center for Educational Research Board

Meeting at Lewis Center for Educational Research

17500 Mana Rd., Apple Valley, CA 92307

Additional Location:

February 10, 2017 - Public Meeting – 9:00 a.m.

1. **CALL TO ORDER:** Chairman
2. **ROLL CALL:** Chairman
3. **PUBLIC COMMENTS:** Members of the general public may address the Board during Public Comments or as items appearing on the agenda are considered. A time limit of three (3) minutes shall be observed. Those wishing to speak are invited to fill out a Request to Speak Card and give it to the Secretary.
4. **SPECIAL PRESENTATIONS:** None
5. **STANDING BOARD COMMITTEE REPORTS:**
 - .01 Executive Committee – Bud Biggs (recommendation to approve Bylaws)
 - .02 Finance Committee – Kirt Mahlum (recommendation to approve Highmark LOU)
 - .03 Fundraising Committee – Donna Siegel (update on fundraising training)
 - .04 Personnel Committee – Duberly Beck (recommendation to approve procedures for hiring President/CEO)
6. **CONSENT AGENDA:**
 - .01 Approve Regular Minutes – December 12, 2016
7. **DISCUSSION/ACTION ITEMS:**
 - .01 Ratify Executive Committee approval of Bylaws
 - .02 Approve HighMark LOU as selected School Facility Developer for NSLA
 - .03 Approve Procedures for Hiring the President/CEO
 - .04 Approve CharterSafe Resolution No. 2017-01
8. **INFORMATION INCLUDED IN PACKET:**
 - .01 None
9. **BOARD/STAFF COMMENTS:**
 - .01 Ask a question for clarification
 - .02 Make a brief announcement
 - .03 Make a brief report on his or her own activities
 - .04 Future agenda items
10. **CLOSED SESSION:**
 - .01 Public Employee Performance Evaluation: President/CEO
11. **ADJOURNMENT:** Chairman

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 48 hours before the meeting by calling (760) 946-5414 x201.

Any written materials relating to agenda items to be discussed in open session are available for public inspection prior to the meeting at 17500 Mana Rd., Apple Valley, CA.

**Regular Joint Meeting of the
Lewis Center for Educational Research Board of Directors
Academy for Academic Excellence School Board Committee and
Norton Science and Language Academy School Board Committee**

**Minutes
December 12, 2016**

1.0 Call to Order

NSLA Chair Duberly Beck called the meeting to order at 7:08 a.m. Bud Biggs arrived later and assumed the Chairman duties.

2.0 Roll Call

LCER Board Members David Bains, Duberly Beck, Regina Bell, Bud Biggs (arrived at 8:00 a.m.), Buck Goodspeed, Andrew Jaramillo, Kirt Mahlum, Jose Palafox (by phone), Rena Payne, Kevin Porter, Russell Stringham, Marcia Vargas, and Rick Wolf were present.

LCER Board Members Scott Johnson, Robert Lovingood, Donna Siegel were absent.

AAE School Board Committee Members David Bains, Jose Palafox (by phone), Kevin Porter and Russell Stringham were present.

AAE School Board Committee Member Robert Lovingood was absent.

NSAA School Board Committee Members Duberly Beck, Andrew Jaramillo and Marcia Vargas were present.

NSAA School Board Committee Member Scott Johnson was absent.

Staff members Valli Andreasen, Ryan Dorcey, Darren Dowd, Teresa Dowd, Vincent Garcia, Wes Kanawyer, Lisa Lamb, Stacy Newman, Rena Payne, Toni Preciado, Jim Quinn, Paul Rosell, were also present.

3.0 Public Comments: None

4.0 Special Presentations:

.01 Bud Biggs, Duberly Beck, and Lisa Lamb thanked Tom Rosenbaum for his service on the LCER Board and NSLA School Board Committee.

.02 Bud Biggs and Lisa Lamb presented Employee of the Semester Awards to Tyler DeLaHoussaye, Rebecca Kobold and Debbie Bonacio.

.03 Educational Activity Grant recipient Lourdes Anderson presented on the California Art Educator's Association Annual Conference she attended.

.04 The YM&C Brown Act and Conflict of Interest Training was tabled to March.

5.0 Standing Board Committee Reports

.01 (a) Finance Committee – Kirt Mahlum reported that the committee met on October 20, per the Board's direction, to discuss the accuracy of Section 8.0 of the June 13, 2016 meeting minutes. The committee recommends that the Board approve the minutes as is. The committee also met on October 21 regarding the 5-year forecast. We are moving

forward and the committee is impressed with transparency and spending cuts. At the November meeting, new sources of revenue were discussed. Three real estate agents presented regarding the 11 acres on the other side of the wash. Jim is looking into land bank mitigation.

- (b) Personnel Committee – Duberly Beck reported that information regarding evaluation of the President/CEO will be presented in closed session today. Stacy reported that the two UCP complaints were resolved. They were investigated by CDE and we were found in compliance. We received an additional complaint that is currently being investigated. Lisa thanked Stacy, Paul and Wes for their work on these cases.
- (c) Lewis Center Foundation – Pat Caldwell reported that the Foundation met to discuss their bylaws and job description. They are also developing recruitment procedures.

6.0 LCER Board Consent Agenda

On a motion by Kevin Porter, seconded by Kirt Mahlum, vote 11-1 with David Bains as the nay vote, the LCER Board of Directors approved Consent Agenda items 6.01-6.24.

- .01 Approve June 13, 2016 Regular Meeting Minutes
- .02 Approve September 12, 2016 Regular Meeting Minutes
- .03 Approve September 28, 2016 Special Meeting Minutes
- .04 Approve Updated BP 1330 – Use of Lewis Center Facilities
- .05 Approve Updated AR 1330 – Use of Lewis Center Facilities
- .06 Approve Deletion of BP 2300 – Conflict of Interest
- .07 Approve Updated BP 2500 – Scholarship Awards
- .08 Approve Deletion of BP 3330 – Long Term Higher Education Use of Lewis Center Facilities
- .09 Approve Updated BP 3514 – Safety
- .10 Approve Updated AR 3514 – Environmental Safety Precautions
- .11 Approve Updated BP 3515 – Security
- .12 Approve Updated AR 3515 – Security Incidents and Key Control
- .13 Approve Updated BP 9100 – Board Vacancies
- .14 Approve Updated BP 9110 – Terms and Officers
- .15 Approve Updated BP 9270 – Conflict of Interest
- .16 Approve Updated BP 9311 – Board Policies
- .17 Approve Updated BP 9502 – Acquisition of Property
- .18 Approve Updated BP 9503 – Endowment Establishment-Maintenance
- .19 Approve Updated BP 9504 – Interfund Payables & Receivables
- .20 Approve Updated BP 9505 – Investment
- .21 Approve New BP 6191 – Math Placement
- .22 Approve Finance Committee Job Description
- .23 Approve Personnel Committee Job Description
- .24 Approve Lewis Center Foundation (Fundraising Committee) Job Description

7.0 AAE School Board Committee Consent Agenda

Kevin questioned what the sub-recipient agreement was for. It is for the Ramp Up Grant. The Every 15 Minutes program was explained. We do it every 3 years with a grant from CHP. It encourages students not to drink or drive. On a motion by David Bains, seconded by Russ Stringham, vote 5-0, the AAE School Board Committee approved Consent Agenda items 7.01-7.03.

- .01 Approve November 10, 2016 Regular Meeting Minutes
- .02 Approve AAE and VVC 2016-17 Sub-Recipient Agreement
- .03 Approve Every 15 Minutes Overnight Program April 11-12, 2017

8.0 NSAA School Board Committee Consent Agenda

On a motion by Marcia Vargas, seconded by Andy Jaramillo, vote 3-0, the NSAA School Board Committee approved Consent Agenda Item 8.01.

- .01 Approve November 18, 2016 Regular Meeting Minutes

9.0 Discussion/Action Items

- .01 CCSA Multiple Measure Review of NSLA** – Duberly Beck thanked staff for presenting at the San Bernardino County Board of Education hearing regarding the NSLA charter renewal. The County visited the school the same day. Staff, Board, students and parents attended in support. They only asked two questions and will be making their decision at the January 3 meeting. Kirt Mahlum thanked staff for making the Board look good. CCSA read a letter of support on our behalf.
- .02 Location of March LCER Board Meeting** – Chairman Bud Biggs requested LCER Board members commit to attending in San Bernardino twice annually. Andy prefers that we meet together. Regina and Russ appreciate the ability to teleconference. At the March meeting, we will discuss the time and location of meetings. Due to the Brown Act and Conflict of Interest training in March, that meeting will be held at AAE and June’s meeting will be at NSLA.
- .03 Approve Executive Committee Job Description** – On a motion by Kirt Mahlum, seconded by Kevin Porter, vote 12–0, the LCER Board of Directors approved the Executive Committee Job Description.
- .04 Approve LCER Bylaws Revisions** – On a motion by Kevin Porter, seconded by Kirt Mahlum, vote 12-0 the LCER Board of Directors approved the Bylaws revisions.
- .05 Approve LCER Foundation Bylaws** – Pat Caldwell reviewed a few key points of the Bylaws. Kevin suggested LCER Members be used as speakers for fundraising presentations and to be “friend raisers”. On a motion by Russ Stringham, seconded by Duberly Beck, vote 12-0, the LCER Board of Directors approved the LCER Foundation Bylaws.
- .06 Approve Nominating Committee Recommendation of LCER/NSLA Board Member** – Rick Wolf reported that the Nominating Committee met with Peter Torres regarding serving on the LCER/NSLA Board. He speaks Spanish and is in real estate. The committee recommends approving his nomination. On a motion by Russ Stringham, seconded by Buck Goodspeed, vote 12 – 0, the LCER Board of Directors approved Peter Torres as a member of the LCER Board of Directors and the NSLA School Board Committee.
- .07 Approve Nominating Committee Recommendation of Term Renewals and Officers** - Rick Wolf reported that the Nominating Committee recommends the renewal of terms for Duberly Beck, Marcia Vargas and Regina Bell, and is not recommending the renewal of term for David Bains. They also recommend the renewal of all current officer positions. Rick made a motion of approval of the recommendation, Kirt Mahlum seconded. David provided the history of his service as a Board member and projects he is working on. Various Board members gave their opinion on the situation. Stacy noted that an investigation was conducted of the parking lot incident. Pat commented that the County wants few members and term limits as is common with other nonprofit entities. She helped develop the nominating committee procedures. Automatic renewals cannot continue. Rick revised his

motion to not include David, which was seconded by David, vote 12-0 the LCER Board of Directors approved term renewals for Duberly Beck, Marcia Vargas and Regina Bell and approved the current officer positions of Bud Biggs, Chairman, Scott Johnson, Vice Chairman, Kirt Mahlum, Treasurer, and Andy Jaramillo, Secretary. Rick made a separate motion for David Bains term to not be renewed, seconded by Kirt, vote 6-6, with Rick Wolf, Kirt Mahlum, Bud Biggs, Marcia Vargas, Duberly Beck and Buck Goodspeed in favor of nonrenewal and David Bains, Russ Stringham, Kevin Porter, Andy Jaramillo, Regina Bell and Jose Palafox in favor of renewal the LCER Board of Directors approved the term renewal for David Bains.

10.0 Information Included in Packet:

.01 Staff Reports

- Lisa Lamb reported that GAVRT would be providing a summer institute at NASA headquarters this summer. The STEM collaborative with AVUSD at the Thunderbird campus is moving along. Kevin asked if we could monetize GAVRT. Ryan stated that at their strategic planning 5 years ago it was decided to eliminate the fees. They have talked about ways to increase revenue. They currently receive funds for the JUNO mission. Andy would like us to apply for grants, which we will be looking into. Regina requested numbers of what we have provided over the last 20 years – costs and revenues. David suggested using the 20-year anniversary for PR.
- Stacy Newman reported that we are currently recruiting for the NSLA Principal but it is difficult mid-year. Kirt asked about guest teachers – they are certificated substitutes.
- Jim Quinn reported that employer retirement contributions are increasing and are being included in projections. The audit is due 12/15/17 and will be sent to the Board. He will also be sending the draft of the income tax return for review. Bud may have environmental contacts re: the land bank.
- Paul Rosell reported his report is numbers of identified students receiving services, and that students referred for counseling are not necessarily special ed. Kirt asked that information on Love and Logic be sent to the Board.
- Ryan Dorsey reported that we are transitioning to a new website template. The Tech Task Force is looking at going to iPads for the 1:1 Program. It would be a cost savings over the MacBooks.
- The Principals are working on the School Accountability Report Card that goes to CDE.

.02 Foundation Financial Reports

.03 Lewis Center Financial Reports - Jim reported that fund balance = net assets and reimbursables are moneys spent that are going to be reimbursed, i.e. a field trip. They will be budget neutral at the end of the year.

- Checks Over \$10K
- Balance Sheet
- By Department
- Comparatives
- AAE Comparatives
- NSLA Comparatives

.04 LCER Board Attendance Log

.05 LCER Board Give and Get

.06 Tom Rosenbaum Resignation

11.0 Board/Staff Comments

.01 Ask a question for clarification - Jim asked if the Executive Committee would like to be invited to the School Development Company presentations at the Finance Committee meeting. Yes and the NSLA Board would like to be invited as well.

.02 Make a brief announcement - Kirt was directed to spearhead an effort on reimbursement of construction cost overage. Jim and Darren have been working with a construction consultant and we have consulted with an attorney as well. The consultant will be finalizing the report and sending it to the attorney. Russ thanked staff and Pat for time spent getting the Board on track. Marcia thanked NSLA staff for the work on the charter renewal. Kirt felt the term discussion was done well and supports the decisions. Bud finds it comforting that the Board does not rubber stamp everything.

.03 Make a brief report on his or her own activities - Duberly Beck attending a charter school conference with administration and learned a lot on board governance. We are doing so many things right and commends everyone for being so diligent. There are things we can work on as well. Lisa attended a dual immersion session and SNLA is way ahead of where other schools are.

.04 Future agenda items – increase number on Nominating Committee Policy, add terms to bylaws, meeting time and location.

12.0 Closed Session

.01 The LCER Board of Directors convened into closed session at 10:38 a.m. to discuss the President/CEO Performance Evaluation. They reconvened into open session at 11:28 a.m. Chairman Biggs reported that no action was taken in closed session.

13.0 Adjournment

Chairman Bud Biggs adjourned the meeting at 11:30 a.m.

**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 The Lewis Center for Educational Research and The 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. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3). That organization shall be a public education organization serving students in San Bernardino County if it qualifies as a distributee under the provision of this Article.

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. The Board of Directors acts in the oversight capacity of the School Board Committees and all other committees.

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) Appoint the Chairman and appoint and remove all directors appointed to the School Board Committee of any and all approved charter schools operating under this Corporation. The appointed directors will form that school's School Board Committee and will act in the capacity of a school board for that school. Each School Board Committee will be comprised of 5 members, all of whom shall also be members of the corporate Board of Directors.
- (3) 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.
- (4) 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

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.

any ancestor, descendant, spouse, 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 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 ~~seventeen~~ thirteen (1713) until changed by an amendment to these Bylaws duly adopted in accordance with Article XV hereof. Collectively, the Directors shall be known as the Board of Directors ("Board").

- (B) Any Director hereinafter 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.

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) Hereinafter 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.~~
- ~~(C) Directors are elected for a term of three (3) years.~~
- (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 shall appoint all committee chairs other than the chair of the Finance Committee and School Board Committees. The Chairman of the Board shall appoint all members of any committee, other than the School Board Committees. The Chairman may remove any member of any committee, with the exception of the School Board Committees. The Chairman of the Board has the authority to suspend a Director pending further action by the Board.
- (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 Chairman of the Finance Committee and shall assure that the duties of that committee, as defined in its Board-adopted committee job description, are carried out.

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 at the pleasure of the Board.

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 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 in 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.

An Executive Committee, comprised of the Board officers and Committee Chairs, may be designated if approved by the majority of the Directors present at a meeting at which a quorum is present. Such committee will have and may exercise the authority of the Board regarding urgent business in the interim time period between Board meetings. The committee will meet at the discretion of the Chairman of the Board or the President/CEO. Actions taken by the Executive Committee will be ratified at the next regular Board meeting.

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 (Excluding School Board Committees).

The Chairman of the Board shall appoint the committee chairman of any committee formed pursuant to this Article XI of the Bylaws, with the exception of the Finance Committee.

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 Fundraising Committee (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, with the exception of the Finance Committee Chairman.

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.

Section 11.3 Standing Committees (Excluding School Board Committees).

Standing Committees shall be the following: Executive, Finance, Personnel, and Fundraising (also known as The Lewis Center Foundation). As noted in 11.1 above, Committee Chairmen of all Standing Committees shall be appointed by the Board Chairman. The Committee Chairman shall preside at all meetings of the appointed committee and work to assure that the duties of the committee, as specified in its Board-adopted committee job description, are carried out.

**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 article 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 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.

Section 15.1 Amendment of Articles.

The amendment of Articles 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.

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 February 10, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this ___th day of _____, 20__.

Secretary

HighMark cover sheet

The documents that follow this non-binding LOU are the Project Development and Reimbursement (PD&R) Agreement and the Term Sheet. Here's a quick summary of the order of events:

1. With the LOU in place, we start to gather documents from the school to begin assembly of the Credit Package. I will introduce to our Portfolio Management team shortly. They serve as point for document gathering.
2. Then the PD&R is issued about the same time we make an offer on the school's preferred property. Execution of the PD&R initiates the property Due Diligence period.
3. Then the Term Sheet is issued once the purchase price and conditions are in place with the seller and we have alignment with the school on overall development budget, scope, and phasing.

Later today--as part of our normal process--I will email a blank PD&R and blank Term Sheet, so your board can start familiarizing itself with the language in each document. Please call anytime with questions.

January 31, 2017

Lisa Lamb
Norton Science and Language Academy
c/o Lewis Center for Educational Research
17500 Mana Road
Apple Valley, CA 92307

Delivery via email to llamb@lcer.org

Letter of Understanding

Ladies and Gentlemen:

This letter confirms our understanding of the mutual present intentions of Norton Science and Language Academy, a California charter school (“**School**”), and Highmark School Development, LLC, a Utah limited liability company (“**Developer**”), in initiating discussions concerning entering into a transaction to locate and acquire or lease a real property (“**Property**”) suitable for the development of a public charter school facility designed for the School’s needs (“**Facility**”) and to develop and construct or renovate the Facility (collectively, “**Transaction**”).

1. Negotiation of Business Terms. The Developer and the School hereby agree to use reasonable diligence to commence good faith negotiations regarding business terms of the Transaction and enter into a Project Development and Reimbursement Agreement (“**PD&R**”) and Term Sheet (“**Term Sheet**”) memorializing such terms within ninety (90) days from the date of this letter of understanding.

2. School Creditworthiness. The School hereby authorizes Developer to investigate and conduct due diligence of the School’s condition and creditworthiness, financial or otherwise in such manner as Developer sees fit in anticipation of proceeding with the Transaction. The School agrees to cooperate in good faith by promptly providing any needed information to assist Developer in completing such investigation. The School will give Developer and its representatives access to any personnel and all charter documents, contracts, books, records and operations of the School.

3. Conditions to Consummation of Transaction. The parties hereto acknowledge and agree that this letter does not contain all matters upon which an agreement must be reached in order for the Transaction to be consummated and unless and until a definitive agreement regarding the Transaction has been executed and delivered, neither party to this letter will be under a legal obligation of any kind whatsoever with respect to the Transaction or other business relationship by virtue of this letter, except for the matters specifically agreed to herein. Accordingly, this letter is intended solely as a basis for further discussion; **provided, however**, that the provisions set forth in this letter shall be binding upon the parties hereto. The respective obligations of the parties with respect to the Transaction shall be subject to satisfaction of conditions customary to transactions of this type, including without limitation, (a) receipt and approval by Developer of the information required under **Section 2**, (b) satisfactory completion by Developer of a due diligence investigation of the Property and the Facility; (c) execution of the definitive agreements by all appropriate parties; (d) obtaining all requisite regulatory, administrative, or governmental authorizations and consents; (e) approval of the Transaction by the Developer’s credit committee and the Board of Directors of the School; (f) absence of a material adverse change in the condition (financial or otherwise) of the School and Developer; and (g) Developer obtaining appropriate financing for the acquisition and development of the Facility.

4. Exclusivity. The School agrees that for a period of ninety (90) days from the date of this letter (“Exclusivity Period”) it shall deal exclusively with Developer and its designees in connection with the location, construction, development, purchase and/or financing of any real property or any school facility for the School. During the Exclusivity Period, neither the School nor any of its directors, officers, employees, consultants, brokers, agents, representatives, affiliates, and related parties (collectively, “Related Parties”) will engage in any discussions or negotiations with any party (other than Developer) regarding any proposal for developing, constructing, purchasing, leasing, designing, or otherwise providing the School with a charter school facility (“Alternative Transaction”) or will solicit, encourage or entertain proposals from any party (other than Developer) in connection with an Alternative Transaction. During the Exclusivity Period, the School shall notify Developer promptly of any proposals by third parties with respect to an Alternative Transaction and furnish Developer with the material terms thereof. The School acknowledges that Developer will be incurring significant expenses and effort in connection with locating the Property, conducting due diligence investigation to ensure that the Property is appropriate for the development of the Facility and School's needs, and designing the Facility, and that the exclusivity restrictions contained in this Section 4 are reasonable and necessary to protect the legitimate interests of Developer and constitute a material inducement to Developer to enter into this letter.

5. Non-Disclosure. In connection with its obligations under this letter, Developer has disclosed or may furnish the School information relating to the Transaction or Developer’s business whether written, oral or electronic in form including, but not limited to, leases, plans (including any drawings and architectural plans developed by Developer and its consultants for the Transaction), financial projections, reports, documents, form documents agreements (including any lease forms), records and other information in connection with the Transaction or regarding the business, financial condition, ideas, business strategies, operations, prospects of Developer or information otherwise reflecting Developer’s business, and which may be contained or reflected in analysis, projections, compilations, forecasts, plans, studies or other documents, whether prepared by Developer or others, which, to the extent previously, presently, or subsequently disclosed to the School, is hereinafter referred to as “**Proprietary Information.**” In consideration of any disclosure and any negotiations concerning the Transaction and in performing its obligations under this letter, the School agrees that it will not use, or permit the use of, the Proprietary Information in a manner or for a purpose other than in connection with this letter and the Transaction. The School will cause its Related Parties not to disclose, divulge, provide or make accessible any of the Proprietary Information to any person or entity, other than the School’s responsible officers, employees, accountants or attorneys or otherwise as required by law or regulation. The School agrees not to disclose any Proprietary Information to anyone other than its responsible officers, employees, accountants or attorneys without first obtaining Developer’s prior written consent. If the School decides not to proceed with the Transaction or if asked by Developer, the School will promptly return or destroy all Proprietary Information and all copies, extracts and other objects or items in which it may be contained or embodied. The School acknowledges that Developer and its consultants shall be deemed the authors and owners of any architectural plans developed by Developer in connection with the Transaction and that the School has no right to use such plans without Developer’s prior written consent. Likewise, to the extent applicable by law relative to a public charter school entity, Developer agrees not to disclose any proprietary information provided by the school or its Related Parties except as required to execute activities outlined in this Letter of Understanding. The provisions of this Section will survive any termination of this letter and will expire on the third anniversary of the date hereof.

6. Termination. Upon the earlier of (a) the mutual written agreement of the parties hereto or (b) the failure by the parties hereto to execute and deliver the Project Development and Reimbursement Agreement within ninety (90) days of this letter, this letter shall terminate and the parties shall be released from all liabilities and obligations with respect to the subject matter hereof, except that **Sections 4, 5** and **7** of this letter shall survive any such termination, and Developer will be entitled to any form of relief whatsoever for any violation of the School’s obligations contained in **Sections 4** and **5**, including, without limitation, injunctive relief or damages.

7. Miscellaneous. This letter is governed by the internal laws of the State of Utah and may be modified or waived only in writing by both parties. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this letter shall be entitled to recover attorneys’ fees and costs.

8. Counterparts. This letter may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

If the foregoing correctly sets forth our mutual understanding, please so indicate by signing two copies of this letter in the space provided below and returning one copy to Mr. Mark Skousen no later than 5:00 p.m. Mountain Daylight Time on February 12, 2017. Unless received by Mr. Skousen via US Postal Service or other delivery service or via email at glenn@highmarkschools.com prior to that day and time, the undertaking of Developer set forth above will immediately expire.

Very truly yours,

Highmark School Development, LLC,
a Utah limited liability company

By: _____

Its: _____

Accepted and agreed as of the date first written above.

Norton Science and Language Academy,
a California charter school

By: _____

Its: _____

High Desert “Partnership in Academic Excellence” Foundation, Inc.

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

RESOLUTION NO. 2017 – 01

JOINING THE CALIFORNIA CHARTER SCHOOLS JOINT POWERS AUTHORITY, DBA CHARTERSAFE

WHEREAS, it is in the best interests of The High Desert “Partnership in Academic Excellence” Foundation, Inc. (“School”) to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

WHEREAS, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of The High Desert “Partnership in Academic Excellence” Foundation, Inc.:

1. The High Desert “Partnership in Academic Excellence” Foundation, Inc. agrees to join the California Charter Schools Joint Powers Authority (CCS-JPA, DBA CharterSAFE) and
2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.
3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.
4. That the Clerk /Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Joint Powers Authority.

PASSED, APPROVED AND ADOPTED this tenth day of February, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair/President

ATTEST:

Clerk/Secretary