

High Desert "Partnership in Academic Excellence" Foundation, Inc.

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

Agenda for Special Joint Meeting of the
High Desert "Partnership in Academic Excellence" Foundation, Inc. Board of Directors
and
Personnel Committee

Meeting at Lewis Center for Educational Research
17500 Mana Rd., Apple Valley, CA 92307

Additional Location:
Green Valley Ranch
2300 Paseo Verde Parkway, Henderson, NV 89052

May 12, 2016 - Public Meeting – 7:30 a.m.

- 1.0 **CALL TO ORDER:** Chairman Bud Biggs
- 2.0 **ROLL CALL:**
 - .01 Foundation Board: Chairman Bud Biggs
 - .02 Personnel Committee: Chairman Duberly Beck
- 3.0 **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.
- 4.0 **FOUNDATION BOARD CONSENT AGENDA:**
 - .01 Approve April 22, 2016 Special Meeting Minutes – Pg 1
 - .02 Approve Foundation Board of Directors Agreement/Job Description – Pg 2-4
 - .03 Approve Credit Card Increase to \$10,000 for Laura Hoffman
- 5.0 **PERSONNEL COMMITTEE CONSENT AGENDA:**
 - .01 Approve April 7, 2016 Meeting Minutes – Pg 5
- 6.0 **DISCUSSION/ACTION ITEMS:**
 - .01 Lifetime Passes for Rick and Linda Piercy to be Presented in June
 - .02 2016-17 Budget – Russ Stringham/Jim Quinn – Pg 6-8 and Excel Attachment
 - a) Grant Writer/PR Position – Jim Quinn – Pg 9-10
 - b) Consultant Contracts – Jim Quinn – Pg 11-12
 - c) Step/Stipend Costs – Stacy Newman
 - d) Cost Analysis of Other Options for Parity – Stacy Newman
 - e) Laptop Program – Ryan Dorcey
 - .03 NSAA Lease Update – Lisa Lamb
 - .04 Approve Check Signing Resolution 2016-01 – Pg 13
 - .05 Approve Authorizing Lisa Lamb to Sign Desert Solar Contract After Legal Review – Pg 14-45
 - .06 Educator Effectiveness Plan – Pg 46
 - .07 Approve BP 6190 - Transitional Kindergarten Admittance – Pg 47
- 7.0 **BOARD AND STAFF COMMENTS:** *(Board members and staff members may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities.)*
- 8.0 **ADJOURNMENT:** Chairman Biggs

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.

Minutes for Special Meeting of the
High Desert "Partnership in Academic Excellence" Foundation, Inc. Board of Directors

Meeting at 17500 Mana Road, Gym Conference Room, Apple Valley, CA 92307

April 22, 2016 - 7:00 a.m.

Additional Teleconference Locations:
Conference Room, 10200 Six Pines Dr., The Woodlands, TX, 77380
608 Monterey Street, Redlands, CA 92373
526 Loretto Dr., Roseville, CA 95661
12555 Navajo Rd., Apple Valley, CA 92308

- 1.0 **CALL TO ORDER**: Chairperson Bud Biggs called the meeting to order at 7:07 a.m.
- 2.0 **ROLL CALL/ESTABLISHMENT OF QUORUM**: Chairperson Bud Biggs (via telephone), Directors David Bains, Duberly Beck, Everett Goodspeed, Andrew Jaramillo, Scott Johnson, Robert Lovingood, Jose Palafox (via telephone), Kevin Porter, Tom Rosenbaum (via telephone), Donna Siegel, Marcia Vargas, Regina Weatherspoon-Bell and Rick Wolf (via telephone) were present. Director Kirtland Mahlum and Russell Stringham were absent.
- 3.0 **PUBLIC COMMENTS**: None.
- 4.0 **CLOSED SESSION**
- .01 Public Employee: Discipline/Dismissal/Release. On a motion by Director Johnson, seconded by Director Beck, the Foundation Board convened into closed session at 7:08 a.m.
- 5.0 **OPEN SESSION**
- .01 The meeting was reconvened to open session at 9:43 a.m. Roll call: Chairperson Bud Biggs, Directors David Bains, Duberly Beck, Everett Goodspeed, Andrew Jaramillo, Scott Johnson, Robert Lovingood, Jose Palafox, Donna Siegel, Marcia Vargas and Regina Bell.
- .02 Board took action, by unanimous vote, to offer CEO the opportunity to resign by executing a general release of claims with the Foundation by no later than close of business of Monday, April 25. Otherwise the CEO shall be terminated, without cause, pursuant to the early termination clause of his employment agreement.
- 6.0 **ADJOURNMENT**: A motion was made by Director Johnson, seconded by Director Bell to adjourn the meeting. Chairperson Biggs adjourned the meeting at 9:45 a.m.

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

Board of Directors Agreement/Job Description

I, _____, understand that as a member of the Board of Directors of the High Desert “Partnership in Academic Excellence” Foundation, Inc. (“Foundation Board”), I have a legal and ethical responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward. As part of my responsibilities as a board member:

I will stay informed about what's going on in the organization and will ask questions and request information as necessary.

I will participate in and take responsibility for making decisions on policies, fiduciary matters, and other matters.

I will work collegially with staff and other board members as partners toward achievement of our goals and will place the best interest of the organization above any individual interest.

I will govern **and establish policy** and not manage. I will bring any concerns **directly** to the **Board Chairperson, the appropriate Committee Chair**, or the President/Chief Executive Officer (“CEO”).

I will interpret the organization's work and values to the community, represent the organization, and act as a spokesperson.

I will attend at least 75 percent of the regular Foundation Board meetings **either in person or telephonically. The other 25% may be attended telephonically with the approval of the Foundation Board Chairperson.** I will make it a priority to attend all other, special meetings.

I will review all meeting materials prior to meetings so I am prepared. If I have any questions about reports or action items I will contact the CEO, **or the Foundation Board Chairperson, or the appropriate Committee Chair.**

I will contact the Foundation Board Chairperson if I wish to place an item on the board meeting agenda.

I will serve on at least one board committee.

I will visit and tour each school site at least twice per year and will attend special events as I am able. **When possible, school tours will be made available immediately following Board meetings.**

I will attend an annual training that includes Conflict of Interest, the Brown Act and Board Responsibilities.

I will fill out the Statement of Economic Interests Form 700 upon assuming office, annually and upon leaving office.

I will ensure that I meet the requirements contained in the Brown Act and hold my fellow Foundation Board members to the same standard.

I will keep expulsion, personnel information, litigation information and any other matters discussed in closed session in the strictest of confidence.

I will recuse myself from discussions and votes where I have a conflict of interest.

I will make a personal financial contribution annually at a level that is meaningful to me.

I will actively participate in **and/or support** one or more fundraising activities, including the Art Show.

I will play an active role in fundraising by making contacts among my colleagues that would allow the organization to present fundraising plans and proposals.

I will sign and follow the organizations Volunteer Confidentiality Agreement, procedures and the rules contained therein.

I will abide by the Foundation Board Code of Conduct which follows:

Foundation Board Policy

Your status is that of an individual acting in a governance capacity. You have the right to exert your influence with the Foundation Board for approval of actions and policies, but your authority does not go beyond your vote. You have no authority as an individual to commit the Foundation Board to any action or policy.

The Public

You are an official representative of the Foundation Board. You are also an unofficial representative of the entire community. You should defend the Foundation Board against **unjustified** criticism and take steps to remedy conditions that cause justified criticism.

The Staff

Your responsibility for the staff is limited to that of advisor. The CEO is responsible for hiring, firing and management functions of all staff members.

Committees and Task Forces

You have a responsibility to keep informed about the activities of all committees and task forces because you may eventually be asked to study and act on their recommendations. You also have a responsibility to see that all committees and task forces operate within established structure and guidelines.

The Foundation Board

You are a co-partner in the important work of the Foundation Board to improve the quality of life of the community through the organization. You have assumed a position of public trust. You should disassociate your personal interests from the Foundation Board activities.

The Program of Work

You must understand the relationship between the Foundation Board and the organization's plans of action (operational plan, strategic plan) in order to reach established objective. Remember, your plans chart future courses of action, furnish measurements for performance and serve as a challenge to members to meet their responsibilities to the community through the organization.

I have received and reviewed copies of the following:

- Foundation, Lewis Center, AAE and NSAA Mission Statements
- Foundation Board Meeting Schedule
- Bylaws
- AAE Charter
- NSAA Charter
- Brown Act Requirements
- Volunteer Confidentiality Agreement and Acknowledgement form

If I don't fulfill these commitments to the organization, I will expect the Foundation Board Chairperson to call and discuss my responsibilities with me.

Signature: _____

Date: _____

Chairperson Signature: _____

Date: _____

Minutes for Standing Personnel Committee of the Board of Directors for
Lewis Center for Educational Research and Academy for Academic Excellence
Meeting at 17500 Mana Road, Gym Conference Room, Apple Valley, CA 92307

Date: April 7, 2016
Public Meeting – 7 a.m.

- 1.0 **CALL TO ORDER:** Committee Chairperson Duberly Beck called the meeting to order at 7:15 a.m.
- 2.0 **ROLL CALL:**
Personnel Committee Members Duberly Beck, Regina Bell, Jose Palafox, Kirtland Mahlum were present. Personnel Committee Member Scott Johnson was absent. Foundation Board members David Bains, Bud Biggs, R. Everett Goodspeed, Robert Lovingood, Kevin Porter, Donna Siegel, Russell Stringham, Marcia Vargas and Rick Wolf were present. Staff members Gordon Soholt and Stacy Newman was present. Board consultant, Pat Caldwell was also present.
- 3.0 **PUBLIC COMMENTS:** None
- 4.0 **CLOSED SESSION:**
.01 President/CEO Performance Evaluation. On a motion by Director Bell, seconded by Director Mahlum, the Personnel Committee convened into closed session at 7:17 a.m. The Personnel Committee reconvened into open session at 9:40 a.m. The committee reported that the Board took action, by unanimous vote, to approve the President/CEO Performance Evaluation for 2016/17. Roll call: Personnel Committee Members Duberly Beck, Regina Bell, Jose Palafox, Kirtland Mahlum were present. Board members David Bains, Bud Biggs, R. Everett Goodspeed, Robert Lovingood, Kevin Porter, Donna Siegel, Russell Stringham, Marcia Vargas and Rick Wolf were present.
- 5.0 **CONSENT AGENDA:**
.01 Approve minutes of February 10, 2016 Personnel Committee Meeting. On a motion by Director Bell, seconded by Director Beck, vote 3-1, Mahlum abstained as he was not present for the February 10, 2016 Personnel Committee Meeting. The Personnel Committee approved Consent Item 5.01.
- 6.0 **DISCUSSION/ACTION ITEMS:**
.01 Lifetime passes for former President/CEO Rick Piercy and his wife, Linda Piercy to attend various LCER events. On a motion by Director Bell, seconded by Director Mahlum, vote 4-0, the Personnel Committee approved Discussion/Action Item .01. which is the recommendation to the full Foundation Board to present Rick and Linda Piercy with free lifetime passes to attend various extracurricular LCER events for free, such as sporting events, fundraisers, etc. Discussion was held regarding the parameters and the recommendation will be brought forward to the May 12, 2016 Special Foundation Board meeting for approval, to be presented to the Piercy's at the regular Foundation Board meeting in June.
.02 Foundation Board Job Description. On a motion by Director Bell, seconded by Director Beck, the Personnel Committee approved Discussion/Action Item .02. Discussion was held to approve various redlined changes within the document that were brought forward from the Board retreats. The recommended changes will be presented to the Special Foundation Board meeting on May 12, 2016.
- 7.0 **RECOMMENDATIONS:** None
- 8.0 **ADJOURNMENT:** On a motion by Director Bell, seconded by Director Palafox, Committee Chairperson Beck adjourned the meeting at 10 a.m.

LCER Budget Highlights 2016-2017

1



First time collaboration of all supervisors, principals and directors throughout the budget process.

2



First time with full transparency throughout budget selections.

3



3% across the board pay raises- approximate cost of \$388,600

5



Salary enhancements for BCLAD teaching staff- approximate cost of \$130,700.

4

Several proposed positions and supplies have been put on hold in order to prioritize salary increases. These will be revisited after the state budget is finalized.

6

ALL debt services payments, bonds and leases are FULLY budgeted. Reserves have already been raised from a low this year.

7

Revenue enhancements in progress include: solar project and energy retrofits through Prop 39.





Lewis Center for Educational Research

Financial Report 2016-2017



LCER Mission Statement:

The purpose of the Lewis Center for Educational Research is to ensure our schools and programs prepare students for success in a global society through data driven, innovative and research proven practices in a safe and inclusive culture.



Total LCER Revenue:

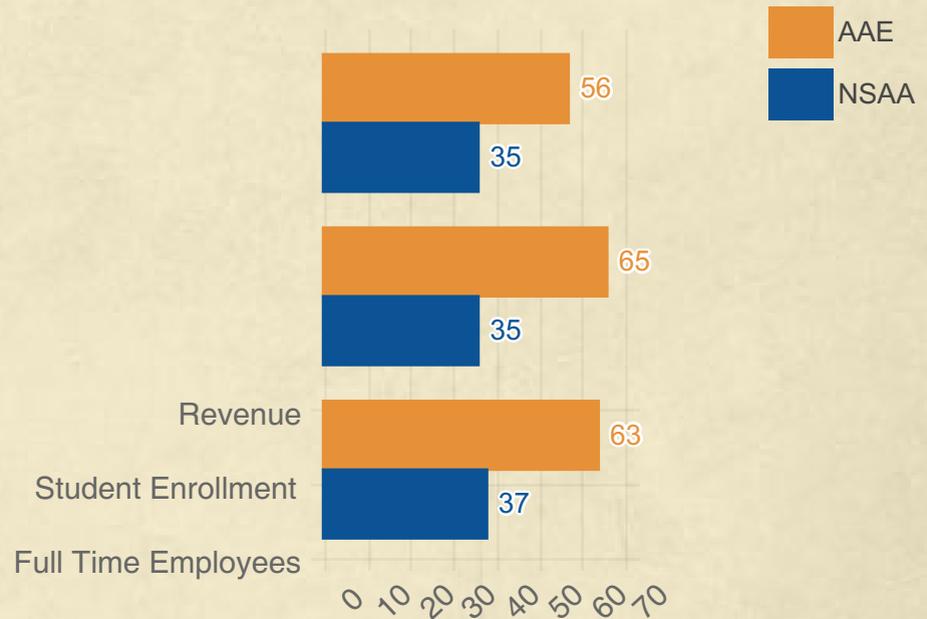
12,372,605-	AAE
7,702,077-	NSAA
84,000-	Bridge
457,000-	Food Serv.



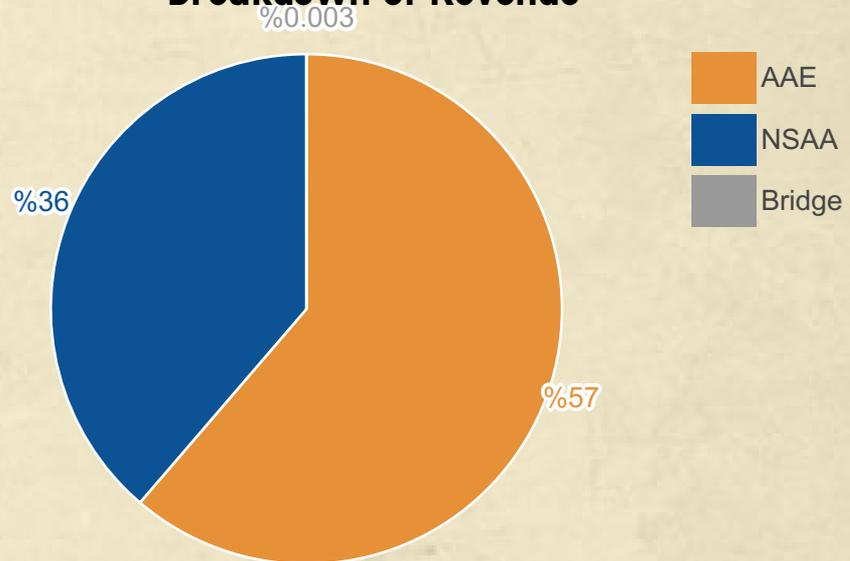
2016-2017 Budget Drivers:

1. Across the board salary increases for all LCER staff.
2. Additional incentives for NSAA BCLAD teachers.
3. Cover increases in benefits.
4. Pay all loan payments.
5. Gradually rebuild reserves.

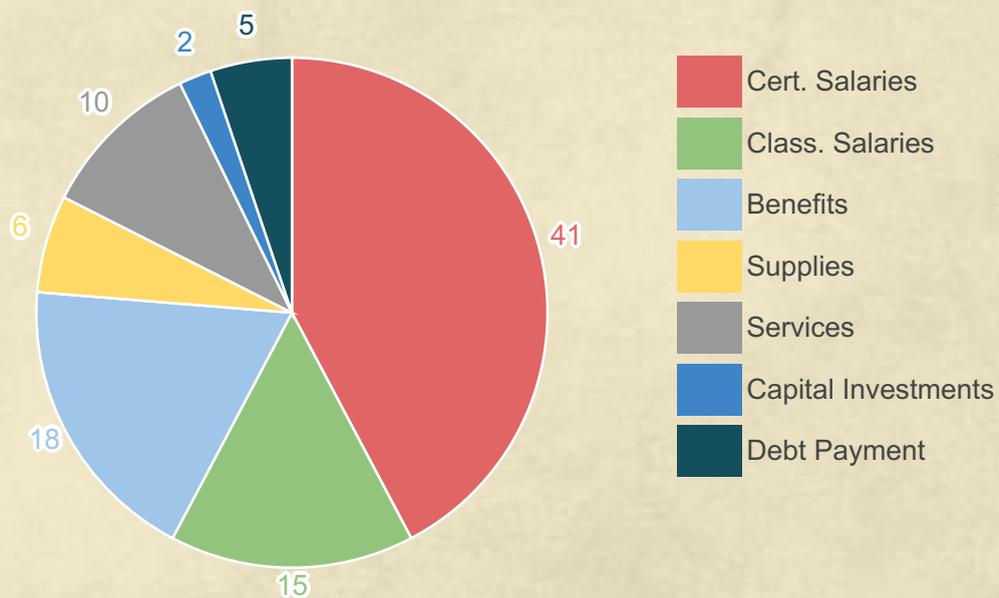
AAE and NSAA Comparisons



Breakdown of Revenue



Breakdown of Expenditures



	2015-16	2016-2017	2017-2018	2018-2019	
AAE	\$ 10,800,340	\$ 12,146,007	\$ 12,240,623	\$ 12,275,727	
VPA					
Athletics					
ROTC					
NSAA	\$ 6,388,705	\$ 7,415,932	\$ 8,383,553	\$ 8,800,142	
NSAA Athletics					
Special Ed	\$ 1,307,380	\$ 1,337,842	\$ 1,469,099	\$ 1,577,202	
Food Services	\$ 330,000	\$ 457,000	\$ 457,000	\$ 457,000	
IT					
Facilities					
Bridge	\$ 192,500	\$ 84,000			
GA					
HR					
Finance					
Title I	\$ 160,000	\$ 165,193	\$ 165,163	\$ 165,193	
Title II	\$ 9,500	\$ 9,749	\$ 9,801	\$ 9,801	
Title III	\$ 20,000	\$ 24,609	\$ 24,609	\$ 24,909	
Total Revenue	\$ 19,208,425	\$ 21,640,332	\$ 22,749,848	\$ 23,309,974	\$ 560,126
Certificated Salaries	\$ 8,371,055	\$ 8,988,160	\$ 9,347,686	\$ 9,721,594	\$ 373,907
Classified Salaries	\$ 3,409,326	\$ 3,388,956	\$ 3,524,515	\$ 3,665,495	\$ 140,981
Employee Banefits and Costs	\$ 3,588,075	\$ 3,893,948	\$ 4,524,094	\$ 4,949,816	\$ 425,722
Supplies	\$ 1,177,358	\$ 1,436,193	\$ 1,458,317	\$ 1,480,883	\$ 22,566
Services	\$ 2,145,367	\$ 2,299,624	\$ 2,285,519	\$ 2,247,132	\$ (38,387)
Capital Additions	\$ 224,737	\$ 458,000	\$ 150,000	\$ 50,000	\$ (100,000)
Debt Service	\$ 366,000	\$ 1,175,040	\$ 1,173,040	\$ 1,153,040	\$ (20,000)
Total	\$ 19,281,918	\$ 21,639,921	\$ 22,463,171	\$ 23,267,961	\$ 804,790
Net	\$ (73,493)	\$ 411	\$ 286,677	\$ 42,013	
Recap					
Revenue	\$ 19,208,425	\$ 21,640,332	\$ 22,749,848	\$ 23,309,974	
Expenses	\$ 19,281,918	\$ 21,639,921	\$ 22,463,171	\$ 23,267,961	
Net	\$ (73,493)	\$ 411	\$ 286,677	\$ 42,013	

LCER Monthly Grant Tracker 2016

Month	Grant or Opportunity	Amount	Due Date	Date Submitted	Result (To be completed upon notification)
January					
	Quarterly Needs Assessment	N/A	N/A	N/A	N/A
	Monthly LCER Grant Newsletters	N/A	N/A	N/A	N/A
	Spencer Foundation (K16 Bridge)	\$ 50,000.00	Moved to 5/2/16 deadline	In Progress	
	Steelcase Foundation Active Learning Center Furniture Grant	\$ 62,000.00	2/12/2016	In Progress	
	Lowe's Toolbox for Education - AAE (Federwisch, Baere)	\$ 5,000.00	2/12/2016	In Progress	
	AIS Mandarin Chinese Teacher Exchange Grant - NSAA	TBD	1/25/2016	Completed Narrative- NSAA decided not to pursue	
	Wells Fargo - AAE (security)	TBD	Rolling	In Progress	
	Bank of America (K16 Bridge)	TBD	2/12/2106	In Progress	
	Amateur Radio Grant	TBD	11/1/2016	Not Pursued- Not a match for teacher's program	
	Research CA Early Learning Block Grant/Targeted Play	N/A	N/A - will revisit this on May 10	N/A	
February					
	Monthly LCER Grant Newsletters	N/A	2/7/2016	N/A	N/A
	Spencer Foundation (K16 Bridge)	\$ 50,000.00	Moved to 5/2/16 deadline	In Progress	
	Steelcase Foundation Active Learning Center Furniture Grant	\$ 62,000.00	2/12/2016	Not Pursued- No responses	
	Lowe's Toolbox for Education - AAE (Federwisch, Baere)	\$ 5,000.00	2/12/2016	Not Pursued- No responses	
	Wells Fargo - AAE (security)	TBD	Rolling	In Progress	
	Braitmayer Foundation (K16 Bridge)	\$ 35,000.00	3/15/2016	In Progress	
	Bank of America (K16 Bridge)	TBD	2/12/2106	2/12/2016	Expected in May

March

Monthly LCER Grant Newsletters	N/A	3/7/2016	N/A	N/A
Wells Fargo - AAE (security)	TBD	Rolling	In Progress	
Spencer Foundation (K16 Bridge)	\$ 50,000.00	5/2/2016	In Progress	
Braitmayer Foundation (K16 Bridge)	\$ 35,000.00	3/15/2016	3/15/2016	
SCE (Scholarships-AAE)	\$ 5,000.00	Opens 6/1		
CCCCO (CA Comm Coll Chancellor's Office) Grants Teleconference (K16 Bridge)	N/A	3/1/2016	3/1/2016	N/A
Walmart (AAE/NSAA)	\$ 2,000.00	Rolling	Not Pursued-alternative grant proposed	
Walmart (Federwisch)	\$ 2,000.00	Rolling	In Progress	
MLB Baseball Tomorrow Fund (AAE/NSAA)	TBD	Quarterly	In Progress	

April

Quarterly Needs Assessment	N/A	N/A	N/A	N/A
Monthly LCER Grant Newsletters	N/A	N/A	N/A	N/A
Walmart (Federwisch)	\$ 2,000.00	Rolling	4/11/2016	
RGK- Juarez	TBD	Rolling	4/29/2016	
CAP Aeronautics- Ardenski	\$ 250.00	12/31/2016	In Progress	
WalMart- Gromley	\$ 2,000.00	Rolling	Awaiting website re-set to access grant	
State Farm YAB - Federwisch	\$ 68,000.00	4/29/2016	4/28/2016	6 - 8 weeks
K16 Bridge SIM COACH Grants Teleconference- USC, CSUSB, Peterson's	N/A	4/18/2016	4/18/2016	
GO! Kids in Game (AAE/NSAA)	\$ 10,000.00		In Progress	

May

Quarterly Needs Assessment	N/A	N/A	N/A	N/A
Monthly LCER Grant Newsletters	N/A	N/A	N/A	N/A
GO! Kids in Game (AAE/NSAA)	\$ 10,000.00		In Progress	
WalMart- Gromley	\$ 2,000.00	Rolling		
CAP Aeronautics- Ardenski	\$ 250.00	12/31/2016	In Progress	

Consultant Budget Projection 2016-17

Category	Department	Expenditure for 2015-16	Generated Revenue for 2015-16	Budgeted Expenditure for 2016-17	Name	Purpose
<u>Bridge</u>						
	Bridge	\$21,700.00			BCT Consulting, Inc.	My Mentor 2.0 programming
	Bridge	\$3,304.00			Karen Myers	Aligning Peterson to Common Core
	Bridge	\$70,000.00		\$48,000.00	Open Road Solutions, Inc.	Project Management
	Bridge		\$203,500.00			
Total		\$95,004.00	\$203,500.00	\$48,000.00		
Net Total Bridge			\$108,496.00			
<u>Grant Writing</u>						
	AAE & NSAA	\$18,000.00			Jeanne Stambaugh Independent Grant Services	General grant writing, explore and report grant opportunities for teaching and other staff, etc.
	Directly Related Revenue					\$70,000 in progress but not assured
Total		\$18,000.00	\$0.00	\$0.00		
<u>Energy Consultant</u>						
	AAE	\$21,500.00	\$545,773.00	\$15,000.00	Trotter's Consulting Group	Energy Assistance Program, grant preparation and project monitoring for balance of grant term
	NSAA	\$13,500.00	\$276,000.00	\$15,000.00		
Total		\$35,000.00	\$821,773.00	\$30,000.00		
Net Total Bridge			\$786,773.00			
<u>GAVRT</u>						
	AAE	\$3,500.00		\$3,500.00	John LeFlang	GAVRT Consultant Contract
Total		\$3,500.00	\$0.00	\$3,500.00		
<u>Special Consultation to Board of Directors</u>						
	Richard Piercy	\$4,050.00			Board assistance as needed	
	Pat Caldwell	\$15,800.00			Pat Caldwell	Special assistant to Board of Directors as needed

Consultant Budget Projection 2016-17

	Howard A. Jaeger				\$2,500.00	Board consultant - \$100/hr; max \$2,000	Investigating the underlying reasons for the cost overruns of the AAE Consolidation Project
Total		\$19,850.00	\$0.00		\$2,500.00		
Special Education Services							
	AAE & NSAA	\$649.50				Edu Testing and Assessment Inc.	IEP Meeting - Davis
	NSAA	\$9,787.50			\$2,500.00	Jana Holmer, M.A. C.C.C.	Supervision for NSAA Speech Therapy
	AAE	\$7,820.00				Preferred Non Emergency Transportation	Reimbursement for Medical Transportation for Christiana Duran, Aug-Sept
	AAE & NSAA	\$127.50				Interpreters Unlimited	Reimbursement for IEP meeting translation for L. Flores 11/20/15
	AAE & NSAA	\$1,600.00				Susanne Smith Roley	Evaluation review, IEP - J. Davis
Total		\$19,984.50	\$0.00		\$2,500.00		
Grand Totals		\$191,338.50	\$1,025,273.00		\$86,500.00		

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

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

RESOLUTION NO. 2016 – 01

High Desert "Partnership in Academic Excellence" Foundation, Inc.
Check Signing Resolution

WHEREAS, the High Desert “Partnership in Academic Excellence” Foundation, Inc, (Foundation), doing business as Lewis Center for Educational Research, Academy for Academic Excellence and Norton Space and Aeronautics Academy, regularly issues bank checks for payment of debts and obligations, and

WHEREAS, the bylaws of the Foundation require that the Board of Directors specify who within the Foundation and in its employ are authorized to sign the checks, and how many authorized signers must sign each check;

IT IS HEREBY RESOLVED that the Board of Directors of the High Desert “Partnership in Academic Excellence” Foundation, Inc. shall adopt the following policy:

High Desert Partnership in Academic Excellence
Check Signing Authorization Policy

1. The Board of Directors of the High Desert “Partnership in Academic Excellence” Foundation, Inc. authorizes designated members of the Board, the President/CEO, and designated Executive Team members to sign checks on behalf of the Foundation and its operating businesses.
2. The Board of Directors requires that every check shall be signed by at least two authorized signers.
3. All signers will be authorized according to bank procedures.
4. No one may sign a check for which he or she is the payee or an interested party.
5. No check shall be signed by two authorized parties who are married to or related to each other by blood or by marriage.

APPROVED AND ADOPTED this 12th day of May, 2016.

ATTEST:

H.O. “Bud” Biggs, Chairman of Board

CONSTRUCTION AND DESIGN CONTRACT

For

PHOTOVOLTAIC POWER GENERATING SYSTEM

The High Desert “Partnership in Academic Excellence” Foundation, Incorporated,
dba Lewis Center for Educational Research

(Owner)

and

DESERT SOLAR, INC.,
A California Corporation
dba DS Energy Solutions, a California General Building Contractor
License No. 942290

(Contractor)

for

**CONSTRUCTION OF A 147.87 kW DC DISTRIBUTED
ENERGY FACILITY
TO BE LOCATED AT
17500 Mana Rd., Apple Valley, CA. 92307**

CONSTRUCTION AND DESIGN AGREEMENT

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CONSTRUCTION AND DESIGN CONTRACT

THIS CONSTRUCTION AND DESIGN CONTRACT (this “Contract”) is entered into this _____ day of _____ by and between The High Desert “Partnership in Academic Excellence” Foundation, Incorporated, dba Lewis Center for Educational Research, a California Corporation whose principal place of business is at 17500 Mana Rd., Apple Valley, CA. 92307 (“Owner”), and Desert Solar, Inc., a California Corporation, dba DS Energy Solutions, whose principal place of business is 22355 Powhatan Road, Bldg. A, Apple Valley, CA 92308 (“Contractor”).

Recitals

A. WHEREAS Contractor has developed and acquired specialized, novel, and unique techniques, practices, knowledge, know-how, skill, experience, and other proprietary information relating to design and construction of Commercial Solar Photovoltaic Projects: and

B. WHEREAS Owner desires to have engineered, designed, procured, and constructed a 147.87 kW roof mounted solar electric power generating facility (the “Facility” or the “Project”), having the parts, components, equipment, foundation, and specifications as set forth in Exhibit “1”,

attached hereto and incorporated herein, to be located at 17500 Mana Rd., Apple Valley, CA. 92307.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Obligations of Contractor

Subject to the terms and conditions of this Contract, Contractor agrees to:

- a. Perform detailed engineering necessary for the development of the plans and specifications for construction of the Facility;
- b. Procure and inspect all necessary equipment and materials to construct and operate the Facility;
- c. Construct and complete the Facility as described in Exhibit "1";
- d. Test all operating systems as described in Exhibit "2";
- e. Train a maximum of five operators, to be selected by Owner, in the operation of the equipment installed in the Facility. The training shall be at a mutually convenient time and location, not exceeding an aggregate of two days prior to the completion of the Facility. Owner shall be responsible for all travel and living expenses, salaries, and insurance protection of the operators;
- f. Complete the Facility within the Construction Time Schedule, Exhibit "3". Exhibit 3 shall be attached hereto within fifteen (15) calendar days of the date that this Agreement is duly executed by the Parties and shall be made a part of this instrument;
- g. Provide Owner with one copy of all necessary design and detail drawings of the foundations, equipment, and operating systems of the Facility, as well as one set of manuals pertaining to the operation, maintenance, and repair of the equipment; and
- h. Supply all engineering information and technical data as may be necessary for operation of the equipment.
- i. Coordinating with Southern California Edison ("SCE") as may be necessary for the completion of the Project.

Section 2. Exclusions from Contractor's Scope of Work

Contractor's obligation to procure and pay for permits is limited to applying for and paying up to \$1,687.47 for the issuance of Building Permits to be issued by the Building Authority having

jurisdiction over the Project. Contractor's obligation to procure and pay for planning is limited to applying for and paying up to \$1,644.45 for a simple plan check with the Planning department of the Building Authority having jurisdiction over the project. All other requirements and costs levied by the Building Authority having jurisdiction over the project must be secured by the Owner, at the Owner's sole effort and cost. This includes all "Entitlements" required by any Authority Having Jurisdiction ("AHJ") over the Project Site and the Project, including, but not limited to, Use or Conditional Use Permits, Zoning Variances, Environmental Approvals or Negative Declarations, or similar entitlements, exemptions, or waivers. The foregoing notwithstanding, Owner may request that Contractor obtain or assist Owner in obtaining Project "Entitlements" by authorizing a Change Order for such additional work pursuant to the terms of Section 10 of this Contract.

Section 3. Obligations of Owner

Subject to the terms and conditions of this Contract, and notwithstanding any other provisions of this contract or the Exhibit 1 Scope of Work, Owner agrees to, on a timely basis:

- a. Provide full information as to its requirements for the Facility;
- b. Assist Contractor by placing at Contractor's disposal all available information pertinent to the Site of the Project, including previous reports and any other data relative to the design and construction of the Project;
- c. As necessary, furnish Contractor with: adequate space in the existing building; boundary, right-of-way, topographic and utility surveys; core borings, probings, and subsurface explorations; hydrographic surveys, laboratory tests, and inspections of samples and materials, and other special consultations, all of which Contractor may rely on in its preparation of the Project drawings and specifications;
- d. Provide access to and make all provisions for Contractor to enter on public and private lands as required for Contractor to perform its work under this Contract;
- e. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Contractor, and reduce to writing all decisions pertaining thereto within a reasonable time so as not to delay the work of Contractor;
- f. Designate in writing a person to act as Owner's Representative with respect to the work to be performed under this Contract, such person to have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials,

equipment elements, and systems pertinent to the work covered by this Contract, as more particularly described in Section 18 of this Contract;

g. Promptly notify Contractor of any defect in the Project as soon as it is discovered; and

h. Obtaining, at Owner's sole cost, all necessary approvals from all Governmental Authorities having jurisdiction over the Project including, but not limited to any Environmental Approvals or waivers, use or conditional use permits and/or Zoning Variances, along with all approvals and consents from other individuals or organizations except that Contractor shall be responsible for applying for and obtaining Permits, at a cost to Contractor of not to exceed \$1,687.47, as may be necessary for completion of the Project.

Section 4. Contract Sum

Owner shall pay Contractor for all engineering, design, procurement, and construction services set forth in this Contract in the total amount of THREE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SEVENTY-FIVE US DOLLARS (\$395,375) (the "Contract Sum").

Section 5. Payment Terms

The Contract Sum shall be paid according to the payment schedule to be attached hereto as Exhibit "4".

Section 6. Contractor's Liability Insurance

Contractor shall procure and maintain such insurance as will protect it from claims that may arise from and during the performance of this Contract as follows:

a. Workers' Compensation Insurance as required by law;

b. Comprehensive Automobile Liability Insurance with limits of \$1,000,000 combined single limit

c. Comprehensive General Liability Insurance with limits of \$1,000,000 per Occurrence and \$2,000,000 Aggregate

Certificates of insurance for which Contractor is liable shall be filed with Owner if Owner so requires. Owner also shall have the right to inspect the insurance policies for which Contractor is liable. All policies shall list Owner as an additional insured thereunder.

Section 7. Fire and Extended Coverage Insurance

Owner's responsibility: Owner shall effect and maintain for the benefit of itself, Contractor, its subcontractors, suppliers, and any other interested persons as their interests may appear, fire, extended coverage, vandalism, and malicious mischief insurance upon the entire Facility, and the Project Site on, which the work of this Contract is to be done, at not less than the replacement cost to Owner, including: items of labor and materials connected therewith, whether in or adjacent to the Facility or Site insured; materials in place or to be used as part of the permanent construction or erection; surplus materials; protective fences, bridges, or temporary structures; miscellaneous materials and supplies incident to the work; and such scaffolding, stages, towers, forms, and equipment as are not owned or rented by Contractor. The loss, if any, is to be adjusted with Owner, subject to the approval of Contractor, which shall not be unreasonably withheld, and is to be payable to Owner and the interested parties as their interests may appear. Any insurance proceeds received by Owner in respect to any of the events referred to previously that occurred prior to the completion date shall be turned over to Contractor for its use in replacing the thing damaged or destroyed by such event, any portion of such proceeds not so used to be returned to Owner promptly after such replacement. Certificates of insurance for which Owner is responsible shall be filed with Contractor. The policies shall be made available for inspection by Contractor if it so requests.

Section 8. Relationship of Parties, Assignments and Subcontracting:

For purposes of this Contract and all services to be provided hereunder, Contractor shall be considered an independent contractor. Neither party shall assign this Contract without the prior written consent of the other party. Contractor may subcontract any or all portions of the work that in Contractor's opinion may be subcontracted to the advantage of the Project. Subcontracting any part of the work under this Contract shall not relieve Contractor of any of its obligations with respect thereto.

Section 9. Variations and Substitutions by Contractor

Furnished equipment is subject to reasonable tolerances and variations from specifications as may be required by the final design. Contractor shall have the right to change or substitute another item of equipment for any specified item if Contractor deems it advisable in the course of designing

the Facility, subject to the conditions that such changed or substituted item shall be equal to or better than the specified item.

Section 10. Change Orders by Owner

Owner shall have the right to make changes, additions, and request substitution. However, any difference in cost to Contractor resulting from these changes shall be added or deducted from the Contract Sum. If these changes result in delays in design or construction of the Facility, Contractor shall within 10 days from the date of receiving such request for changes notify Owner of the extent of the delay, and if Owner elects to proceed with the requested changes, time shall be extended a like period. Owner shall furnish Contractor with written instructions, signed by a duly authorized person, covering any deviations that Owner may require from the plans and specifications, construction time schedule and/or additions or deductions from the contract sum specified in Section 4 of this Contract.

In case any proposed change involves a deduction from the Contract Sum not determinable by reference to the Payment Schedule attached hereto as Exhibit 4 to readily referenced units prices, and if Contractor fails to submit its own estimate within ten (10) days following Owner's notice of such proposed change, Owner's estimate of same shall be accepted by Contractor. Otherwise, the amount of such deduction shall, at Owner's option, be a lump-sum amount agreed on between Owner and Contractor or the actual cost saved by Contractor on the labor, material, and equipment usage that would have been necessary for the portion of the Project not performed. The amount to be allowed to Contractor in excess of the Contract Sum for the performance of additional work unless determinable by reference to the Payment Schedule attached as Exhibit 4 to this Contract to readily referenced unit prices, shall be, at Owner's option, (i) a lump-sum agreed on between the parties or (ii) an amount equal to (a) 115 percent of the actual cost to Contractor of the straight time labor, materials (less all savings, available discounts, and salvage) insurance and overhead expenses, and usage of heavy equipment necessary to perform such additional work, plus (b) the actual cost to Contractor of any overtime work required for the performance of such additional work, but not including an amount for the use of any of Contractor's tools or other nonexpendable equipment, even when purchased by Contractor specifically for the performance of such additional work. In the event that Contractor shall perform any additional work on a cost-plus-a-percentage basis, Contractor shall accompany each request for payment for such additional work with the daily

time sheets, material tickets, and slips for other miscellaneous charges pertaining to the additional work.

Section 11. Extra Work in Emergencies

Notwithstanding any of the provisions of the Contract, Contractor, in an emergency affecting the safety of life or property, including adjoining property, is authorized to act in its discretion without special instructions, orders, or authorization from Owner, or Owner's Representative, to prevent such threatened loss or injury, and must so act if instructed to do so. Any compensation claimed by Contractor on account of such emergency shall be determined in the manner provided in Section 10 of this Contract for determination of compensation to be paid for extra work, except that Contractor's failure to obtain a written order prior to the performance of such emergency work shall not affect its right, if any, to extra compensation.

Section 12. Differing Site Conditions

Should Contractor, in performing its work, encounter conditions that are at material variance with the conditions previously indicated or that differ materially from those ordinarily encountered or reasonably anticipated, Contractor shall be reimbursed for all additional expenses related thereto, plus a reasonable profit in the manner provided in Section 10 of this Contract.

Section 13. Encounter and Abatement of Hazardous Materials

As used in this Contract "Hazardous Substance Law" means any federal, state, or local law, ordinance, regulation, or policy relating to the environment, health, and safety, or relating to any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge, or storage of the substance), industrial hygiene, soil, groundwater, and indoor and ambient air conditions or the environmental conditions on, under, or about the Project Site.

Should Contractor, in performing its work, encounter Hazardous Materials (as hereinafter defined) not ordinarily encountered or reasonably anticipated, Contractor shall not be obligated to continue performance until either agreement is reached with Owner as to Contractor's proceeding in light of the conditions encountered, or until Owner has, at Owner's sole expense, and in a timely manner, removed or caused the removal of such conditions and rendered the Project Site safe.

Owner agrees to disclose fully in writing to Contractor, prior to the scheduled date for commencement of Contractor's work, the names and quantities of any and all Hazardous Materials

or other conditions of a harmful or hazardous nature known by Owner to exist or suspected by Owner to exist on or adjacent to the Project Site, to which Contractor's employees, agents, and Subcontractors and their respective employees and agents may be exposed at the Project Site.

As used in this Construction Contract, "Hazardous Materials" means:

- (a) any oil, flammable substance, explosive or radioactive material, hazardous waste or substance, toxic waste or substance, or any other waste, material, or pollutant that:
 - (i) poses a hazard to the Project Site or to persons about the Project Site, or
 - (ii) causes the Project Site to be in violation of any Hazardous Substance Law;
- (b) asbestos in any form that is or could become friable;
- (c) urea formaldehyde foam insulation;
- (d) transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls;
- (e) radon gas;
- (f) any chemical, material, or substance defined as or included in the definition of "hazardous substance," hazardous substances," hazardous wastes," "hazardous materials," "extremely hazardous waste", "restricted hazardous waste," or "toxic substances," or words of similar import under any applicable local, state, or federal law or under regulations or publications promulgated thereunder;
- (g) any other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental authority and that could pose a hazard to the health and safety of persons occupying or working on the Project Site or the owners or occupants of property adjacent to or surrounding the Project Site, or any other person coming on the Project Site or any adjacent property; and
- (h) any other chemical, material, or substance that could pose a hazard to the environment.

Section 14. Warranties and Representations of Contractor

Contractor expressly warrants that the Facility shall be free from defects in design, construction, material, and workmanship. Contractor's liability under this warranty shall be conditioned on receipt of written notice of any defect promptly upon discovery and an opportunity to inspect the defect to verify its cause. This warranty shall be limited solely to the repair or replacement, as Contractor shall decide, of parts found to be defective under ordinary and proper use, by the later of

the date of initial use or ten (10) years after system commissioning, unless its ordinary life is less. Any replaced parts shall become Contractor's property. All manufacturer warranties shall transfer from Contractor to Owner upon system commissioning and shall be attached to Exhibit 5. Labor costs required to replace or repair defective parts is not covered by the scope of this Warranty after the ten (10) year anniversary of system commissioning. If Owner requests a change after written notice from Contractor that such change will adversely affect performance or quality of the products produced, then Contractor, notwithstanding its warranties set forth herein, shall be relieved of all liability for any failure of the Facility to perform or for any defect in workmanship or materials due to such a requested change. Except as expressly modified by the additional warranty terms stated in Exhibit "5" hereto, this Section shall constitute a complete statement of all Contractor's representations and warranties, written or oral, express or implied, against damage or loss of any kind. No specification as to capacity, rate of production, or other capability of the Facility (except as expressly modified by the additional warranty terms stated in Exhibit "5" hereto), or as to product quality or efficiency of operation of the Facility by, or operating personnel of Owner, or any third party furnishing a service to the Owner, shall be construed as a warranty or give rise to any liability against Contractor for loss or damage of any kind.

Section 15. Consequential Damages

Despite any contrary language in this Contract, Contractor shall not be liable for such indirect or consequential damages to Owner as the loss of product, profit, or use.

Section 16. Nondisclosure of Technical Data

All drawings, specifications, estimates, and other informational documents submitted by Contractor in connection with this Contract are confidential, and shall not be disclosed to or used for the benefit of third parties. Contractor shall have and retain all right, title, and interest in all such information, unless otherwise expressly provided. Owner agrees to take all reasonable precautions at all stages before and after completion of the Facility to keep confidential all technical data, know-how, inventions, and processes that relate to the Facility, and that are not clearly in the public domain.

Section 17. Progress Reports

Contractor shall advise Owner as to the progress of the work by submitting weekly written progress reports to Owner.

Section 18. Project Representatives

Both parties shall appoint properly qualified Project Representatives who shall be available at the Project Site while the work is being performed, and who shall act on behalf of their respective appointers.

The Owner's Representative shall:

- (a) coordinate and direct the Project within the limitations of the authority granted by the Owner;
- (b) review and submit to Owner construction time schedules, payment schedules, and other communications for the Project prepared by Contractor for the approval of Owner;
- (c) on behalf of Owner, coordinate and conduct the negotiations for Change Orders and other modifications of this Contract and promptly report the results of such negotiations to Owner, provided that except in circumstances described in subparagraph (f) of this Section 18, all Change Orders and other modifications of the Construction Contract shall be executed by Owner and then only after the Owner is satisfied as to the form and substance of such Change Orders and other modifications of this Contract;
- (d) act as disbursing agent for payment of costs of the Project within the limitations of the authority granted by the Owner, with all requests for payments and disbursements under this Contract being referred to and processed by the Owner's Representative;
- (e) inspect the Project Site during construction in order to be generally familiar with the progress and quality of the work and in order to determine in general if the work is proceeding in accordance with this Contract.
- (f) In addition to the foregoing, the Owner's Representative is authorized to order changes in the work in accordance with the changes provisions of this Contract subject to the approval of the Owner provided, however, that authority of the Owner's Representative hereunder shall be limited to ordering changes that (i) do not involve a change in scope; (ii) do not increase the contract price by more than \$5,000 in any one instance, or by more than \$15,000 in the aggregate; and (iii) do not extend the time of completion by more than 5 days in any one instance, or by more than 30 days in the aggregate. All changes in the work

that (i) involve a change in scope; (ii) increase the contract price by more than \$5,000 in any one instance or by more than \$15,000 in the aggregate, or (c) extend the time of completion by more than 5 days in any one instance, or by more than 30 days in the aggregate, shall be made only by Owner.

The Owner's Representative shall not make any contract or expenditure or incur any expense on behalf of Owner except as expressly authorized by this Contract or otherwise authorized by Owner.

Section 19. Title to Equipment and Materials

Title to all equipment and materials procured by Contractor, except for those already belonging to Contractor, shall pass directly to Owner on their delivery to the Project Site.

Section 20. Environmental Protection and Safety

Contractor shall take all reasonable measures to protect the environment (both on and off the Project Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of its operations.

Contractor shall at all times take all necessary precautions to keep the Project Site free of safety hazards and shall comply with all applicable provisions of law and building codes relating to injury to persons and property on or about the premises where the work is being performed. Contractor shall prevent all agents, employees, licensees, and invitees of Contractor from smoking on Company's premises and from operating or using any flame, spark, or explosion hazard-producing device anywhere on such premises (except in designated smoking areas to be identified by Owner, which shall be used by Contractor personnel only during authorized break times). Except as specified in Section 13 of this Contract, the Contractor shall be fully responsible for implementation and maintenance of environment protection measures, health and safety at the Project Site and all places and areas where work is being performed.

Contractor shall send to the Owner details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as Owner may reasonably require.

21. Cleaning Up

Contractor shall at all times keep the Project Site reasonably free from accumulation of waste material or rubbish caused by its employees or work in accordance with Owner's reasonable standards, and on the completion of the work it shall remove all its rubbish from and about the building and also all its tools, scaffolding, and surplus materials, and shall leave the Project Site in an orderly, broom clean condition upon completion of the Project.

Section 22. Taxes and Tax Claim Indemnification

Contractor shall pay all taxes, including all applicable sales tax, custom duty of all imported equipment, material or goods and other applicable taxation, with respect to the performance of this Contract.

Each Party shall use reasonable efforts to implement the provisions of and administer this Contract in accordance with the intent of the Parties to minimize all Taxes related to the Project Facility, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize such Tax exposure; provided, however, neither Party shall be obligated to incur any financial burden to reduce taxes for which the other Party is responsible hereunder.

Section 23. Owner's Independent Inspections

Owner may, at Owner's sole expense and at no cost to Contractor, employ Inspectors who shall be authorized to inspect all work done and material furnished. Such inspection shall extend to all or any part of the Project and to the preparation, fabrication, or installation of the material to be used on the Project. The inspection works shall be carried out according to the construction drawings. Inspectors are not authorized to alter or waive the provisions of the Plans and Specifications approved by any governmental or third party authority having jurisdiction over the Project.

Section 24. General Indemnification

(a) Contractor's Indemnification:

Except to the extent such loss, damage, injury or death is attributable to the negligence or misconduct of the Owner or any Owner's Personnel, or the failure of the Owner or any Owner's Personnel, as applicable, to take reasonable steps in mitigation of the risks and damages, Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, employees and agents from and against in relation to :

The High Desert "Partnership in Academic Excellence" Foundation, Incorporated / Desert Solar, Inc. – Distributed Generation Design-Build Contract – 2015

- (1) claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Project itself), claimed by third parties to the extent resulting from the negligent acts or omissions of Contractor, Contractor's design consultants, subcontractors, and/or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.
- (2) any liens or claims of lien filed against the property of the Owner, its affiliates and their personnel by any Subcontractor as a result of performance of the works and/or the furnishing of equipment or material in connection with this Contract;
- (3) any fines or penalties imposed, and any third party judgments or expenses incurred, as a result of the violation of any Law by the Contractor, or any failure to obtain or maintain a permit for which the Contractor is responsible for obtaining or maintaining under the terms of this Contract;
- (4) any taxes, duties, or other governmental charges imposed or levied against the Owner which the Contractor is responsible for under this Contract;
- (5) the performance of the Work under the Contract;
- (6) any breach by the Contractor of this Contract, and the presence of the Contractor, the Contractor's Personnel or Subcontractors on or about the Project Site;
- (7) the violation of any Environmental Law by the Contractor, or Contractor's Personnel occurring at either of the Project Sites or in any way related to the Facility, prior to the date the Owner's Taking-over of or the Contractor's Completion of construction of the Facility.

(b) Owner's Indemnification:

Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Contractor, and any of Contractor's officers, directors, employees, legal representatives, or agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Project itself), claimed by third parties to the extent resulting from the negligent acts or omissions of Owner except to the extent such loss, damage, injury or death is attributable to the negligence or misconduct of the Contractor or any Contractor's Personnel, or the failure of the Contractor or any Contractor's Personnel, as applicable, to take reasonable steps in mitigation of the foregoing.

Section 25. Notice and Points of Contact

Any notice required or permitted to be given under the terms of this Contract will be deemed to have been validly given: (i) when delivered in person to the individual intended to receive such notice; (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Contract; or (iii) if transmitted by facsimile or email, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient, Notices shall be addressed as follows, unless notice of a new address is given in the manner specified in this Section 25:

If to Owner:

The High Desert “Partnership in Academic Excellence” Foundation, Incorporated
Gordon Soholt
17500 Mana Rd.
Apple Valley, CA 92307
Office Phone: 760-946-5414
Fax: 760-946-9193
Email: gsoholt@lcer.org

If to Contractor:

Desert Solar, Inc. dba: DS Energy Solutions
James W Emery
22355 Powhatan Road, Bldg A
Apple Valley, CA 92308
Office Phone: (844) DSEnergy (373-6374)
Fax: (866) 373-7564
E-mail: jemery@dsenergysolutions.com

Section 26. Headings

The headings used in the Contract are for ease of reference only, and shall not in any way be construed to define, limit or alter the meaning of any provision.

Section 27. Assignment

This Contract shall not be assigned by either Owner or Contractor without the prior written consent of the non-assigning Party which shall not be unreasonably withheld, and any assignment not in compliance with this Section shall be void, invalid, unenforceable against the non-assigning Party, and otherwise without effect.

Section 28. Amendment

The High Desert “Partnership in Academic Excellence” Foundation, Incorporated / Desert Solar, Inc. – Distributed Generation Design-Build Contract – 2015

This Contract may be amended, changed, modified, or altered, provided that such amendment, change, modification, or alteration shall be in writing and signed by both Parties hereto.

Section 29. Severability

In the event any of the terms, covenants, or conditions of this Contract, its Exhibits, or the application of any such terms, covenants, or conditions, shall be held invalid, illegal, or unenforceable by any Court or Arbitration Panel, or Governmental or Administrative body having jurisdiction, all other terms, covenants, and conditions of the Contract and their application not adversely affected thereby shall remain in force and effect; and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 30. Waiver

A waiver by either of the Parties of any of the covenants, conditions or Contracts to be performed by the other Party shall not be construed to be a waiver of any subsequent breach or of any other covenant, condition or Contract herein contained.

Section 31. Time is of the Essence and Unavoidable Delays and Defaults

Time is of the essence with respect to the performance of this Contract. However, Contractor or Owner shall be excused for any delays or default by said party in the performance of the obligations and duties under this Contract unavoidably caused by the act of the other, the act of any agent of such party, the act of any governmental authority, the act of any public enemy, act of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond such party's control. Each party shall use reasonable diligence to avoid any such delay or default and shall resume performance of the obligations and duties under this Contract as promptly as possible subsequent to any such delay or default.

Section 32. Force Majeure

In the event that Contractor or Owner (the "Delayed Party") is delayed or prevented from

performing any of their respective obligations under this Contract by reason of Force Majeure, and not related to any financial inability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention.

The Delayed Party shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance which is or will be prevented.

Each Party shall at all times take all reasonable actions necessary to mitigate the effects of any delay in the performance of this Contract as a result of Force Majeure.

The term "Force Majeure", as used in this Contract, means causes or events that delay or prevent a Party from timely performing all or a portion of its obligations under this Contract or from complying with all or a portion of the conditions under this Contract if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, Force Majeure events may include without limitation: acts of God, sudden actions of the elements such as heavy rains, floods, earthquakes, hurricanes, ice storms, landslides or tornadoes; high winds of sufficient strength or duration to materially damage the Facility or significantly impair its development, construction or operation for a period of time longer than normally encountered in similar businesses under comparable circumstances; lightning; fire; volcanic activity; sabotage; vandalism beyond that which could reasonably be prevented; terrorism; war; riots; explosion; blockades; insurrection; strike; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); and actions or inactions by any Governmental Authority taken after the date hereof (including any action on the issuance of or modification of or refusal by any Governmental Authority having jurisdiction to issue any Project Entitlement such as a Use or Conditional Use Permit, Zoning Variance or similar Permit, the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such Governmental Authority, or a Governmental

Authority's enactment of any laws, statutes, codes, or ordinances, or any act of a Governmental Authority that interferes with, impairs, impedes, prevents or prohibits otherwise legal operations and rights under this Contract, but only if such requirements, actions, or failures to act prevent or delay performance; and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any Governmental Authority.

The term Force Majeure does not include (1) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of Contractor, unless such acts or omissions are themselves excused by reason of Force Majeure, or (2) changes in market conditions that affect the cost of materials, labor or supplies, or that affect demand or price for any of Contractor's products.

Section 33. Dispute Resolution

(a) Mediation: Owner and Contractor agree to mediate any dispute or claim arising between them out of this Contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this Section applies, any party commences an Arbitration or a lawsuit without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such Arbitration or lawsuit. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE FOLLOWING ARBITRATION PROVISION IS INITIALED.

(b) Arbitration of Disputes:

(1) Contract to Arbitrate: Owner and Contractor agree that any dispute or claim in law or equity arising between them out of this Contract or any resulting transaction which is not settled through mediation, shall be decided by neutral, binding arbitration at San Bernardino, California.

The Arbitrator shall be a retired Judge or Justice, or an attorney with at least 10 years of construction industry law experience, unless the parties mutually agree to a different Arbitrator, who shall render an award in accordance with substantive California Law, and who shall have the authority to award equitable relief including, but not limited to, an award of specific performance of any of the terms

of this Contract. The parties shall have the right to discovery in accordance with California Code of Civil Procedure § 1283.05. In all other respects, the arbitration shall be conducted by and through the American Arbitration Association in accordance with the then current edition of the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the Award of the Arbitrator may be entered by any Court having jurisdiction. Interpretation of this Contract to Arbitrate shall be governed by §§ 1280 et seq. of the California Code of Civil Procedure.

- (2) Exclusions from Mediation and Arbitration: The following matters are excluded from Mediation and Arbitration: (i) the filing or enforcement of a mechanic's lien; and (ii) any matter that is within the jurisdiction of a Probate, Small Claims, or Bankruptcy Court. The filing of a Court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other or other provisional remedies or an action in Interpleader, shall not constitute a waiver of the Mediation or Arbitration provisions of this Contract.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

- (3) WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Owner's Initials

Contractor's Initials

Section 34. Termination for Cause

(a) Termination by Owner:

The Owner shall be entitled to terminate this Contract for cause, defined as:

- (i) the Contractor commits a material breach of any of its obligations under this Contract and fails to take action to cure such breach within fourteen (14) Days after receiving notice of such breach from the Owner and/or fails to diligently pursue and complete such cure as soon as reasonably practicable,
- (ii) the Contractor becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under the applicable Laws) has a similar effect to any of these acts or events;

If Owner elects to cease or postpone the Project, Owner may terminate this Contract by written notice to Contractor. Such termination shall be effective in the manner specified in the notice and shall be without prejudice to any claims that Owner may have against Contractor. On receipt of such notice, Contractor, unless the notice directs otherwise, shall immediately discontinue work and the placing of orders for materials, facilities, and supplies in connection with the performance of the work; shall, if requested, make every reasonable effort to procure cancellation of existing orders and subcontracts on terms satisfactory to Owner's Representative and Owner; and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect supplies, materials, plant, or equipment on the site or in transit thereto.

In the event of the termination of the employment of Contractor for cause, Contractor shall prepare a statement of cost to that date, plus all obligations incurred in the interests of the work but not yet due. The net amount of such statement shall become due and payable when approved by Owner's Representative and Owner after completion, suspension, or termination of the remainder of the work by the Owner or its agents.

The Owner may, in addition to or in lieu of termination of the Contract, take over the whole or any part of the work for cause, and if the Owner does so, the Owner shall complete those work and the Owner may without payment of compensation take possession of (a) such of the Contractor's Equipment and other things on or in the vicinity of the Site as are owned by the Contractor; and (b) all documents prepared by the Contractor or the Contractor's Personnel in connection with the work, including the Contractor's Documents, which are required by the Owner to facilitate completion of the work.

If the Owner takes possession of Contractor's Equipment, on completion of the Works, the Owner shall return to the Contractor the Contractor's Equipment.

The Owner's election to terminate this Contract for cause shall not prejudice any other rights of the Owner, under this Contract or otherwise (including the right of the Owner to recover damages).

(b) Termination by Contractor:

- (i) Contractor may suspend the performance under this Contract if Owner shall fail to make payment to Contractor within fifteen (15) days of the due date of such payment. Such suspension shall continue until payment is made in full, or until this Contract is terminated pursuant to this Section 34 of this Contract. Contractor shall be entitled to a compensable time extension for the period of suspension, plus any costs or expenses incurred as the direct result of the delay in payment.
- (ii) Contractor may, upon thirty (30) days written notice, terminate this Contract, in the following cases:
 - (A) In the event Owner fails to make payment to Contractor within thirty (30) days of the due date of such payment, whether or not Contractor suspended its work pursuant to this Contract; or
 - (B) In the event of any material breach of this Contract by Owner, and a failure to cure such breach within thirty (30) days after written notice from the Contractor; or
 - (C) In the event the Work is suspended at the Owner's direction for a continuous period in excess of thirty (30) days, unless such suspension is occasioned by the Contractor's failure to comply with its obligations under the Contract Documents.

(D) In the event of the bankruptcy or insolvency of Owner.

(c) Settlement on Termination:

On termination of the Contract at Owner's request or termination by Contractor, complete settlement of all claims of Contractor arising thereunder shall be made as follows:

- (i) Owner shall assume and become liable for all obligations and commitments that Contractor may have theretofore in good faith undertaken or incurred in connection with the work and in accordance with the terms of the Contract, and Contractor, as a condition of receiving payment, shall execute and deliver all such papers and take such steps as Owner's Representative or Owner may require for the purpose of fully vesting in Owner the rights and benefits of Contractor under such obligations and commitments.
- (ii) Owner shall compensate Contractor for such services incurred after the date of termination for the reasonable cost of protecting Owner's property and for accounting services in connection with the settlement of the Contract, as are required or approved by Owner's Representative and Owner in advance.
- (iii) Owner shall reimburse Contractor the prescribed proportion of the contract price that the work actually completed bears to the entire work under the Contract, and Contractor shall furnish a release of all claims that may have arisen under this Contract.

Section 35. Attorney Fees and Costs

If either party becomes involved in arbitration or litigation arising out of the interpretation or performance of this Contract, the court or tribunal in such arbitration or litigation, or in a separate suit, shall award to the prevailing party all actual costs and expenses incurred in such arbitration or litigation, including expert witnesses' fees and attorney's fees. To be a prevailing party under this Section it is not necessary that a final judgment be entered in such party's favor but only that such party obtain a net positive award in the event cross-claims or counterclaims are asserted by the parties against one another, or obtains a defense award in the event of a unilateral claim asserted against that defending party in the arbitration or litigation proceeding. As used in this Section, "attorney's fees" means the full cost of legal services performed in connection with the matters involved, calculated on the basis of usual fees charged by an attorney performing those

services, and not limited to "reasonable attorney's fees" as defined in any statute or rule of court. In the event of litigation between the parties, or if a party becomes involved in litigation because of the wrongful acts of the other party, the court shall award attorney's fees to the prevailing or innocent party. The amount shall be sufficient to compensate the prevailing party for all attorney's fees and costs actually incurred by the prevailing party.

Section 36. Entirety of Contract

This Document and the other Documents expressly incorporated herein by reference and the Exhibits referenced herein and listed in the Table of Contents contain the entire Contract between Owner and Contractor, relating to the Project and the provision of services to the Owner. Any prior Contracts, promises, negotiations or representations not expressly set forth in this Contract are of no force or effect. Subsequent modifications to this Contract (except those limited Change Orders specified in Section 18(f) of this Contract) shall be in writing and signed by both, Owner and Contractor.

Section 37. Counterparts

This Contract may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Contract and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 38. Governing Law

This Contract shall be interpreted, construed, and governed by and under the laws of California. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

CONTRACTOR:

[signature, name and capacity of contractor]

By: _____

Name: James W. Emery

Its: Vice President, Operations

OWNER:

[signature, name and capacity of owner]

By: _____

Name: Gordon Sohlt

Its: President/CEO

EXHIBIT 1

CONSTRUCTION CONTRACT

Solar Generating Facility Description

We propose to procure, install and commission a 147.87 kW DC solar roof top system, with an AC nameplate of 132.67 kW. The system is to be located at 17500 Mana Rd., Apple Valley, CA 92307

The roof mounted arrays will be mounted coplanar with the pitch of the existing roof tops of the Technology building and the Library. It will consist of (477) Hanwha Q Cells 310 Watt modules (or equal). The array will back-feed (6) 23 kW Chint string inverters (or equal) and the Main Service Panel interconnecting to Sothern California Edison's distribution lines through the Academy for Academic Excellence's meter located on the back of the Gym.

The solar array will be monitored by an on board inverter monitoring platform to capture electrical production and make it available via remote server based web platform and viewable by any internet enabled device.

Scope of Work

This scope of work covers all labor, materials, equipment, services, and inspections necessary to provide the Owner a turnkey 132.67 kW AC solar power system and assuring proper operation, performance, and utilization of the system.

A. Design and Plan Specifications

1. Generate all engineering calculations and design of system to include:

- a. Site Plan
- b. Single-Line Diagram (SLD) and electrical calculations, stamped by an electrical engineer
- c. Elevations with dimensions
- d. Structural calculations stamped by a structural engineer
- e. Specification sheets for all components
- f. Full plan set per the specifications of the Authority Having Jurisdiction

B. Submittals

1. Make all submittals of plans and specifications to the appropriate Authorities Having Jurisdiction, including but not limited to town of Apple Valley Planning and Town of Apple Valley Building & Safety departments for approvals and permits.

2. Submit applications for Southern California Edison Interconnection Agreement, Net Metering Agreement, and any other applicable submittals required to complete this project.
3. Planning Dept. fees not to exceed \$1,644.45 without approved change order.
4. Building permit fees not to exceed \$1,687.47 without approved change order.

C. Materials

The materials include but are not limited to the following:

1. (6) Chint 23 kw string inverters (or equal)
2. (477) Hanwa Q Cells 310 watt Poly Modules (or equal)
3. Balance of System includes wiring, J-boxes, distribution panels, conduit, and any other parts required to complete this installation per approved plans and specifications.
4. Chint monitoring system (or equal)

D. Solar Construction

Provide all labor necessary to accomplish in a workmanlike manner and in accordance with the approved plans and specifications the following scopes of work:

1. Install modules and DC wiring.
2. Install inverters and AC wiring.
3. Connect solar to main service panel
4. Southern California Edison interconnection.
5. Installation of monitoring system.
6. DC and AC voltage/amperage and system testing.

E. Final Tasks

1. Southern California Edison Third party inspection if required.
2. AHJ Final Inspection.
3. Installation and operations manuals.
4. Warranties.
5. As-built plans and specifications.

EXHIBIT 2

Solar Photovoltaic Testing

Roof Mount
1) Tightness of fittings-torqued properly
2) Electrical connections
3) Module connections – securely fastened to racking
4) MC4 Connections
5) DC wire management
6) Conduit is securely attached to roof mount structure
DC Testing
1) Test each module string as follows:
a) ambient temperature
b) module cell temperature
c) irradiance
d) voltage V_{mpp} and V_{oc}
e) current I_{mp} and I_{sc}
f) P_{max}
2) Verify connections and wire sizing
3) Verify wire management
4) Verify fuses
5) Verify total power output
Inverters
1) Follow same test procedure for combiner for voltage and current for each inverter
2) Verify DC fuses
3) Verify fault protection works properly
4) Verify connections and wire sizing
5) Verify total power output
6) Perform inverter commissioning per factory requirements

EXHIBIT 4

SCHEDULE OF VALUES

The High Desert “Partnership in Academic Excellence” Foundation, Incorporated, dba Lewis Center for Educational Research shall pay Desert Solar, Inc. according to the following payment schedule for the installation of a 147.87 kW DC PV System at 17500 Mana Rd., Apple Valley, CA 92307

1. CONTRACT AMOUNT – 17500 Mana Rd., Apple Valley, CA 92307

A. PV SYSTEM VALUE: **\$ 395,375**

B. PAYMENT SCHEDULE:

Draw No.	Invoice Amount	% of Total	Payment Net 0% Retention	Payment from Owner To Contractor
1	\$ 39,538	10%	\$0	\$ 39,538
2	\$ 59,306	15%	\$0	\$ 59,306
3	\$ 158,150	40%	\$0	\$ 158,150
4	\$ 59,306	15%	\$0	\$ 59,306
5	\$ 59,306	15%	\$0	\$ 59,306
6	\$ 19,769	5%	\$0	\$19,769
Total	\$ 395,375	100%	\$0	\$ 395,375

DRAW SCHEDULE

- Draw # 1: Upon Contract Execution, to commence design and engineering and submit for building permits.
- Draw # 2: Upon submission of plan sets to AHJ, to commence procurement of long lead materials and place deposits..
- Draw # 3: Upon Building Permit Issuance, to make final payment of materials.
- Draw # 4: Upon delivery of roof mount structure to project site, to mobilize to project site, commence installation of roof mount structure, and trenching from array sites to MSP.
- Draw # 5: Upon completion of roof mount structure, to commence installation of modules and inverters, and electrical labor and interconnection.
- Draw # 6: Upon AHJ permit sign-off by Town of Apple Valley Building and Safety

2. WORK SCHEDULE

Anticipated work day schedule will consist of a 5-day work week, encompassing hours from 8:00AM to 5:00PM, dependent upon staggered employee start times, weather conditions, holidays, daylight saving time, etc.

3. OPERATIONS AND MAINTENANCE

A separate Operations and Maintenance Agreement will be furnished for your review and acceptance.

EXHIBIT 5

System Warranty

The entire photovoltaic system (including solar modules, inverters, solar collectors, transformers, all associated electrical insulation equipment, cabling & containment and electrical testing to comply with national and California regulations) will be covered by the Contractor under a workmanship warranty for a period of ten (10) years from the Commercial Operation Date (COD) of the project. If the related laws, regulations or codes of the state of California should change to require a longer warranty term, this warranty shall be extended to accommodate that warranty term.

The ten (10) year system warranty shall protect against defective workmanship.

Contractor warrants that the Work will be completed in a good and workmanlike manner, and agrees to quickly respond to and repair any deficiencies or replace the system components (including labor) in the photovoltaic system that can be traced to installation error or poor workmanship.

Contractor warrants the work of all subcontractors under its supervision with the same warranty. This is the only warranty that the Contractor will provide, either express or implied, verbal or written.

Lewis Center - 112415

Task Name	Duration	Start Date	End Date	Predecessors	% Complete	Status	Assigned To	Comments
1 Lewis Center- Est. Contract Signing	1d	01/15/16	01/15/16		0%			
2 Engineering	30d	01/18/16	02/26/16		0%			
3 PV System Design	10d	01/18/16	01/29/16		0%			
4 Electrical Engineering	20d	02/01/16	02/26/16		0%			
5 Roof Structural Engineering	20d	02/01/16	02/26/16		0%			
6 Underground/Trenching Design	10d	02/01/16	02/12/16		0%			
7 Monitoring/Communications Design	15d	02/01/16	02/19/16		0%			
8 Permits	31d	02/29/16	04/11/16		0%			
9 NEM Processing	30d	02/29/16	04/08/16		0%			
10 Planning Approval - Apple Valley	30d	02/29/16	04/08/16		0%			
11 Building Permit - Apple Valley	30d	02/29/16	04/08/16		0%			
12 Milestone - Shovel Ready	1d	04/11/16	04/11/16		0%			
13 Long Lead Product Procurement	34d	02/16/16	04/01/16		0%			
14 Roof Mounting Material	30d	02/16/16	03/28/16		0%			
15 Electrical Equipment	30d	02/22/16	04/01/16		0%			
16 Inverters - CPS 480V 3Ph	30d	02/19/16	03/31/16		0%			
17 PV Modules- Hanwha 310W	20d	03/01/16	03/28/16		0%			
18 PV-BOS	15d	03/08/16	03/28/16		0%			
19 Monitoring/Comm	20d	03/01/16	03/28/16		0%			
20 Mobilize Onsite	2d	04/07/16	04/08/16		0%			
21 Set up temporary Facilities	2d	04/07/16	04/08/16		0%			
22 Prepare Site - Product Staging Area	2d	04/07/16	04/08/16		0%			
23 Underground Conduit and Trenching	19d	04/04/16	04/28/16		0%			
24 Dig Alert to locate Underground Utilities	2d	04/04/16	04/05/16		0%			
25 Layout Trench	4d	04/04/16	04/07/16		0%			
26 Excavate Conduit trench	8d	04/11/16	04/20/16		0%			
27 Install Conduit	3d	04/21/16	04/25/16		0%			
28 Set UG Pullboxes	2d	04/21/16	04/22/16		0%			
29 Backfill and Compact @ 1' lifts	2d	04/25/16	04/26/16		0%			
30 Asphalt/Concrete Repair	3d	04/26/16	04/28/16		0%			
31 <input type="checkbox"/> Roof 1 Installation	20d	04/07/16	05/04/16		0%			
32 Roof Layout	1d	04/07/16	04/07/16		0%			
33 Material Delivery	1d	04/08/16	04/08/16		0%			
34 Standoff Installation	10d	04/11/16	04/22/16		0%			
35 Install Rail and Grounding	2d	04/25/16	04/26/16		0%			
36 Install DC Conduit and J-Boxes	2d	04/27/16	04/28/16		0%			
37 Install/Terminate DC Homeruns	2d	04/28/16	04/29/16		0%			
38 Install Modules	3d	05/02/16	05/04/16		0%			
39 <input type="checkbox"/> Roof 2 Installation	21d	04/08/16	05/06/16		0%			
40 Roof Layout	1d	04/08/16	04/08/16		0%			
41 Standoff Installation	10d	04/11/16	04/22/16		0%			
42 Install Rail and Grounding	2d	05/02/16	05/03/16		0%			
43 Install DC Conduit and J-Boxes	2d	05/04/16	05/05/16		0%			
44 Install/Terminate DC Homeruns	2d	05/05/16	05/06/16		0%			
45 Install Modules	2d	05/05/16	05/06/16		0%			
46 Inverter Installation DC Wiring	12d	04/25/16	05/10/16		0%			
47 Install Inverters	4d	04/25/16	04/28/16		0%			
48 Extend AC conduit Runs to Inverters	2d	05/05/16	05/06/16		0%			

	Task Name	Duration	Start Date	End Date	Predecessors	% Complete	Status	Assigned To	Comments
49	Extend DC conduit to J Boxes	3d	05/02/16	05/04/16		0%			
50	Pull DC Wire to Inverters	2d	05/05/16	05/06/16		0%			
51	Wire Makeup in Inverter	2d	05/09/16	05/10/16		0%			
52	AC Electrical Equipment	9d	05/09/16	05/19/16		0%			
53	Install PV Subpanels	2d	05/09/16	05/10/16		0%			
54	Install AC Disconnect	2d	05/11/16	05/12/16		0%			
55	Tie AC Disc and Main Services	3d	05/12/16	05/16/16		0%			
56	Wiring Installation	4d	05/16/16	05/19/16		0%			
57	Electrical Panel Makeup	3d	05/16/16	05/18/16		0%			
58	Communication	5d	05/09/16	05/13/16		0%			
59	Install Comm Cable	2d	05/09/16	05/10/16		0%			
60	Install/Wire Monitoring Devices	3d	05/11/16	05/13/16		0%			
61	Setup and Configure Devices	2d	05/12/16	05/13/16		0%			
62	String Testing	2d	05/12/16	05/13/16		0%			
63	Record Current & Amperage per String	2d	05/12/16	05/13/16		0%			
64	Commissioning	2d	05/19/16	05/20/16		0%			
65	Activate and Commission PV System	2d	05/19/16	05/20/16		0%			
66	Deliverables	17d	04/28/16	05/20/16		0%			
67	On-Site Training	1d	05/20/16	05/20/16		0%			
68	Delivery of Operating Instructions/Manuals	15d	04/28/16	05/18/16		0%			
69	Final Inspection	8d	05/23/16	06/01/16		0%			
70	Town of AV Inspection	1d	05/23/16	05/23/16		0%			
71	SCE Inspection	1d	06/01/16	06/01/16		0%			

APPROVAL OF EXPENDITURE PLAN FOR EDUCATOR EFFECTIVENESS FUNDS

Earlier this school year, all California school districts received Educator Effectiveness apportionments to support the professional development of certificated and paraprofessional educators. These funds may be encumbered any time during the 2015-16, 2016-17, and 2017-18 fiscal years and may be expended for any of the following purposes:

1. Beginning teacher and administrator support and mentoring including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements.
2. Professional development, coaching, and support services for teachers who have been identified as needing improvement or additional support.
3. Professional development for teachers and administrators that is aligned to the state content standards.
4. Activities to promote educator quality and effectiveness including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

Schools receiving these funds are required to develop and adopt a plan delineating how the professional development funds shall be spent. Allocation of funds is based on an equal amount per certificated full-time equivalent (FTE) for each district. The calculated funding rate is based on \$1,466 per FTE. In January of 2016, 80% of the funds were released by the California Department of Education (CDE). The other 20% was released during March 2016. The total allocation for the Lewis Center for Educational Research is \$159,853. This is distributed as: \$110,724 for AAE and \$49,129 for NSAA.

The planning for the expenditure of the Educator Effectiveness funds will be embedded into the annual development of the Local Control and Accountability Plan (LCAP). The goals of the LCAP have driven the professional development planning for both schools. Stakeholder input has been and continues to be conducted to determine the training and support certificated and paraprofessional educators deem necessary to accomplish the LCAP goals as supported by the funds. The development of the school goals are being completed collaboratively over an extended period of time with students, teachers, parents, site administrators, and executive directors and the details will be outlined in the 2016-17 LCAP. Budgeting of the Educator Effectiveness funds has been allocated in the four areas allowable under the requirements to support certificated and paraprofessional educators.

This plan and the associated expenditures will inform the development of the detailed professional learning plan that will be embedded into the 2016-17 LCAP. That plan will be brought for LCER Board approval. Detailed expenditure information for all Educator Effectiveness funds is due to the CDE at the end of the 2017-18 fiscal year.

Lewis Center for Educational Research

**BP 6190 INSTRUCTION
TRANSITIONAL KINDERGARTEN ADMITTANCE**

Adopted: May 12, 2016

Revised:

Pursuant to *EC 48000(c)*, a child is eligible for Transitional Kindergarten if the child will have his or her fifth birthday between September 2 and December 2.

However, pursuant to AB 104, *EC 48000(c)(3)(B)(i)* the Lewis Center for Educational Research's schools **may**, at any time during a school year (including at the beginning of the school year), admit a child to a TK program who will have his or her fifth birthday after December 2 but during that same school year, with the approval of the parent or guardian.

The Foundation Board grants the school principal the authority to determine if the admittance is in the best interest of the child. The school administration will provide the parent/guardian information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance. The school will also assess the student's academic and social levels in order to determine if early admittance into the Transitional Kindergarten Program is appropriate.

Average Daily Attendance (ADA) can be claimed for these students once they attain the age of five (*EC 48000(c)(B)(ii)*).