



**Northern United Charter Schools
Board of Directors
Regular Board Meeting**

June 27, 2018
Open Session 4:00 p.m.

Teleconference locations:

Cutten Resource Center Classroom
2120 Campton Road, Suite H, Eureka, CA

Yreka Learning Center
505 S. Broadway, Yreka, CA

Records Office
210 Lindley Road, Petrolia, CA

Any writings distributed either as part of the Board packet, or within 72 hours of a meeting, can be viewed at the Northern United Charter Schools' office.

In compliance with Government Code section 54954.2(a) Northern United Charter Schools will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Northern United Charter Schools' office.

A digital copy of our board packet is available at www.nucharters.org.
If you are interested in a hard copy of the packet, please contact Lynda Speck or Shari Lovett at (707) 445-2660.

**Northern United - Siskiyou Charter School and Northern United - Humboldt Charter School are proud to be
Equal Opportunity Employers.**

OPEN MEETING: 4:00 PM, CALL TO ORDER

1. CALL TO ORDER/AGENDA

1.1 Pledge of Allegiance

1.2 Agenda: Items to be removed from the agenda or changes to the agenda will be made at this time. Action

2. OPEN SESSION BEFORE CLOSED SESSION Information

2.1 The Board President will verbally review items to be discussed during Closed Session as listed below.

2.2 Closed Session Open Hearing

Under this item, the public is invited to address the Board regarding items that are on the Closed Session. Speakers are limited to three minutes each. The Board is not allowed under the law to take action on matters that are not on the agenda.

2.3 Adjourn to Closed Session

The Board will adjourn to closed session pursuant to Government Code 54950 - 54962. Closed Session attendees shall include: Board members, School Director: Shari Lovett, other staff as necessary.

2.3.1 Conference with Labor Negotiators

Unrepresented employee: School Director

3. RECONVENE IN OPEN SESSION

3.1 Report any action taken during Closed Session Information

4. BUSINESS AND FINANCE

4.1 Financial Report Information

4.2 Public Hearing for 2018-19 Local Control and Accountability Plan NU - Humboldt Charter School Information

4.3 Public Hearing for 2018-19 Local Control and Accountability Plan NU - Siskiyou Charter School Information

4.4 Public Hearing for 2018-19 Final Budget Adoption NU - Humboldt Charter School Information

4.5 Public Hearing for 2018-19 Final Budget Adoption NU - Siskiyou Charter School Information

4.6 Public Hearing for 2018-2019 Education Protection Account and Planned Expenditures for NU-HCS Information

4.7 Public Hearing for 2018-2019 Education Protection Account and Planned Expenditures for NU-SCS Information

4.8 Resolution for 2018-2019 Education Protection Account and Planned Expenditures for NU-HCS Action

4.9 Resolution for 2018-2019 Education Protection Account and Planned Expenditures for NU-SCS Action

4.10 2018-2019 Agreement between NUCS and MUSD for Administrative and Business Services Action

4.11 2018-2019 Agreement between NUCS and School and College Legal Services Agreement Action

5. CONSENT AGENDA Action

5.1 Approval of Warrants & Payroll

5.2 Approval of Minutes

5.3 Resignations, Hires and Leaves

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA Information

6.1 Comments by the Public

Under this item, the public is invited to address the Board regarding items that are not on tonight's agenda. Speakers are limited to three minutes each. The Board is not allowed under the law to take action on matters that are not on the agenda. Should comments from the public pertain to a charge or complaint against an employee of Northern United - Humboldt Charter School or Northern United - Siskiyou Charter School, the Board encourages the speaker to utilize the

district's written complaint procedures to pursue the matter. The public will have an opportunity to comment on all agenda items as those items are heard this evening.

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|--|-------------|
| 7. <u>COMMUNITY RELATIONS/CORRESPONDENCE</u> | No items |
| 8. <u>RECOGNITIONS/ANNOUNCEMENTS/REPORTS</u> | Information |
| 8.1 Board Members | |
| 8.2 Northern United - Siskiyou Charter School | |
| 8.3 Northern United - Humboldt Charter School | |
| 8.4 Director | |
| 9. <u>ADMINISTRATION</u> | |
| 9.1 2018-2019 Memorandum of Understanding between NU - Humboldt Charter School and Humboldt COE | Action |
| 9.2 2018-2019 Memorandum of Understanding between NU - Siskiyou Charter School and Siskiyou COE | Action |
| 9.3 2018-2019 CCTC Declaration of Need for NU - Humboldt Charter School | Action |
| 9.4 2018-2019 CCTC Declaration of Need for NU - Siskiyou Charter School | Action |
| 9.5 2018-2019 Northern United Charter Schools Director Contract | Action |
| 9.6 Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer for Northern United - Humboldt Charter School | Action |
| 9.7 Resolution for Authorizing Application to Self-Insure Workers' Compensation Liabilities for Northern United - Humboldt Charter School | Action |
| 9.8 Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer for Northern United - Siskiyou Charter School | Action |
| 9.9 Resolution for Authorizing Application to Self-Insure Workers' Compensation Liabilities for Northern United - Siskiyou Charter School | Action |
| 9.10 2018-2019 Agreement and Bylaws for Charter Safe for Northern United - Siskiyou Charter School | Action |
| 9.11 Resolution for Northern United - Siskiyou Charter School Membership in Charter Safe JPA | Action |
| 9.12 2018-2019 Agreement between Catlin Insurance Company and Northern United - Humboldt Charter School for Student Accident Insurance | Action |
| 9.13 Student Enrollment and Attendance Report | Information |
| 10. <u>CURRICULUM AND INSTRUCTION</u> | No Items |
| 11. <u>FACILITIES</u> | No Items |
| 12. <u>FUTURE AGENDA PLANNING</u> | |
| 12.1 Items to consider for future agendas | Information |
| 13. <u>FUTURE BOARD MEETINGS</u> | |
| 13.1 Future Board meetings | Information |

Northern United Charter Schools
Board Meeting Agenda Background Information
June 27, 2018

Agenda Item 1.

CALL TO ORDER/AGENDA

Subject:

1.1 Pledge of Allegiance

1.2 Agenda: Items to be removed from the agenda or changes to the agenda will be made at this time.

Action Requested:

1.1 None

1.2 Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

1.2 A trustee, administrator or a member of the public may request that an item be removed from the agenda or the order of the agenda be changed at the pleasure of the Board.

Agenda items may be added to the agenda if an "emergency situation" exists or "immediate action" is needed.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 2.

OPEN SESSION BEFORE CLOSED SESSION

Subject:

2.1 The President will verbally review items to be discussed during Closed Session as listed below.

2.2 Closed Session Open Hearing

2.3 Adjourn to Closed Session

2.3.1 Conference with Labor Negotiators

Unrepresented employee: School Director

Action Requested:

None.

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board will negotiate the Superintendent's employment.

Fiscal Implications:

To be determined.

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 3.
RECONVENE IN OPEN SESSION

Subject:

3.1 Report of action taken during Closed Session

Action Requested:

None.

Previous Staff/Board Action:

None.

Background Information and/or Statement of Need:

The Board will report any action taken during closed session.

Fiscal Implications:

To be determined.

Contact Person/s:

Shari Lovett, Jere Cox

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.1 Financial Report

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month a Financial Report is given in order to keep the Board apprised of the Schools' fiscal condition.

Fiscal Implications:

As reported.

Contact Person/s: Shari Lovett, Tammy Picconi, Kirk Miller

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.2 Public Hearing for 2018-19 Local Control and Accountability Plan for NU-HCS

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board is legally required to have a public hearing prior to the approval of the LCAP. The LCAP will be considered for approval at the next Board meeting.

Using data and local stakeholder input, the LCAP attempts to capture and reduce to writing what our school does well and areas for growth. It represents the goals of all stakeholders and includes the resources the schools allocate to reach these goals.

At each Board meeting, the Board and the public will be notified of the Schools' progress on the LCAPs' goals and are encouraged to provide their input.

The administrative staff in cooperation with our business office, and the Humboldt County Office of Education (HCOE) have developed the 2018-19 LCAP.

This document was developed in coordination with the development of the 2018-19 District budget. The draft has been reviewed by HCOE and Northern United - Humboldt Charter School business office.

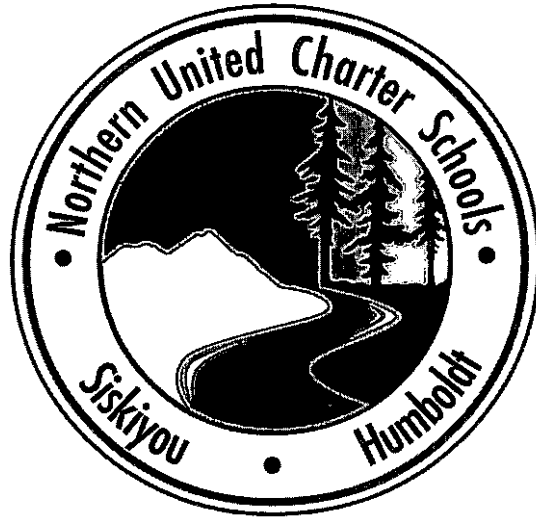
The LCAP has three goals:

1. Northern United - Humboldt Charter School will improve student performance outcomes in the core academic areas.
2. Northern United - Humboldt Charter School will ensure that all students have access to an appropriate education and are provided ample opportunity to learn in environments that reflect 21st century learning.
3. Northern United - Humboldt Charter School will improve school climate and parent/community involvement to promote and cultivate a positive, safe environment for all.

Fiscal Implications:

The LCAP and budget mirror each other.

Contact Person/s: Shari Lovett, Julie Smith and Tammy Picconi



Northern United – Humboldt Charter School

LCAP is not available at this time.

The LCAP will be provided at the board meeting.

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.3 Public Hearing for 2018-19 Local Control and Accountability Plan for NU-SCS

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board is legally required to have a public hearing prior to the approval of the LCAP. The LCAP will be considered for approval at the next Board meeting.

Using data and local stakeholder input, the LCAP attempts to capture and reduce to writing what our school does well and areas for growth. It represents the goals of all stakeholders and includes the resources the schools allocate to reach these goals.

At each Board meeting, the Board and the public will be notified of the Schools' progress on the LCAPs' goals and are encouraged to provide their input.

The administrative staff in cooperation with our business office, and the Siskiyou County Office of Education (SCOE) have developed the 2018-19 LCAP.

This document was developed in coordination with the development of the 2018-19 District budget. The draft has been reviewed by SCOE and Northern United - Siskiyou Charter School business office.

The LCAP has three goals:

1. Northern United - Siskiyou Charter School will improve student performance outcomes in the core academic areas.
2. Northern United - Siskiyou Charter School will ensure that all students have access to an appropriate education and are provided ample opportunity to learn in environments that reflect 21st century learning.
3. Northern United - Siskiyou Charter School will improve school climate and parent/community involvement to promote and cultivate a positive, safe environment for all.

Fiscal Implications:

The LCAP and budget mirror each other.

Contact Person/s: Shari Lovett, Amy Cambou and Tammy Picconi



Northern United – Siskiyou Charter School

LCAP is not available at this time.

The LCAP will be provided at the board meeting.

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.4 Public Hearing for 2018-19 Final Budget Adoption NU-HCS

Action Requested:

None.

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board is legally required to have a public hearing prior to adoption of the Final Budget each year in order that the public can give input on the budget prior to adoption. The Final Budget will be considered for adoption at the next Board meeting.

Fiscal Implications:

None.

Contact Person/s:

Shari Lovett, Tammy Picconi



Northern United – Humboldt Charter School
budget is not available at this time.
The budget will be provided at the board meeting.

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.5 Public Hearing for 2018-19 Final Budget Adoption NU-SCS

Action Requested:

None.

Previous Staff/Board Action, Background Information and/or Statement of Need:

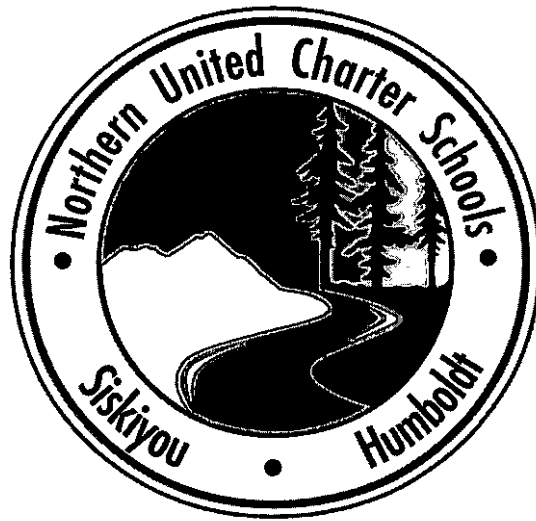
The Board is legally required to have a public hearing prior to adoption of the Final Budget each year in order that the public can give input on the budget prior to adoption. The Final Budget will be considered for adoption at the next Board meeting.

Fiscal Implications:

None.

Contact Person/s:

Shari Lovett, Tammy Picconi



Northern United – Siskiyou Charter School
budget is not available at this time.

The budget will be provided at the board meeting.

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.6 Public Hearing for Education Protection Account 2018-19 and Planned Expenditures for NU-HCS

Action Requested:

None.

Previous Staff/Board Action, Background Information and/or Statement of Need:

Proposition 30 created an Education Protection Account (EPA) in November of 2012 to receive and disburse revenues derived from the incremental increases in taxes imposed by the proposition. When the School receives a disbursement of these funds, they may not be used for salaries or benefits for administrators or any other administrative cost, and each district must declare how it intends to use these funds in schools. All of the funds go toward instruction.

The Board is legally required to have a public hearing prior to adopting the EPA Resolution each year. The EPA Resolution will be considered for adoption in the subsequent agenda item.

Fiscal Implications:

The School will receive \$ in 2018-19.

Contact Person/s:

Shari Lovett, Tammy Picconi

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.7 Public Hearing for Education Protection Account 2018-19 and Planned Expenditures for NU-SCS

Action Requested:

None.

Previous Staff/Board Action, Background Information and/or Statement of Need:

Proposition 30 created an Education Protection Account (EPA) in November of 2012 to receive and disburse revenues derived from the incremental increases in taxes imposed by the proposition. When the School receives a disbursement of these funds, they may not be used for salaries or benefits for administrators or any other administrative cost, and each district must declare how it intends to use these funds in schools. All of the funds go toward instruction.

The Board is legally required to have a public hearing prior to adopting the EPA Resolution each year. The EPA Resolution will be considered for adoption in the subsequent agenda item.

Fiscal Implications:

The School will receive \$ in 2018-19.

Contact Person/s:

Shari Lovett, Tammy Picconi

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.8 Resolution for Education Protection Account 2018-19 and Planned Expenditures for NU-HCS

Action Requested:

Approval.

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Education Protection Account (EPA) Resolution is required to be adopted in order to receive EPA funds.

Fiscal Implications:

The School will receive \$ in 2018-19.

Contact Person/s:

Shari Lovett, Tammy Picconi

**Northern United – Humboldt Charter School
Education Protection Account and Planned Expenditures
Resolution**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(t);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(t) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing Board of Northern United Charter Schools ;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Northern United Charter Schools has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 27, 2018

Board President

Board Member

Board Member

Board Member

Board Member

2018-2019 Education Protection Account
Program by Resource Report
Expenditures by Function- Detail

**Projected Expenditures for the period of July 1, 2018 through June 30, 2019
For Fund 01, Resource 1400 Education Protection Account**

Description		Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
	Object:	
Beginning Balance	8999	0.00
Revenue Limit Source	8012	524,638.00
Revenue Limit Source-Prior Year	8019	0.00
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		524,638.00
EXPENDITURES AND OTHER FINANCING USES		
	Functions:	
Instruction	1000-1999	521,247.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	3,391.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		524,638.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

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Agenda Item 4,
BUSINESS AND FINANCE

Subject:

4.9 Resolution for Education Protection Account 2018-19 and Planned Expenditures for NU-SCS

Action Requested:

Approval.

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Education Protection Account (EPA) Resolution is required to be adopted in order to receive EPA funds.

Fiscal Implications:

The School will receive \$ in 2018-19.

Contact Person/s:

Shari Lovett, Tammy Picconi

**Northern United – Siskiyou Charter School
Education Protection Account and Planned Expenditures
Resolution**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(t);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(t) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing Board of Northern United Charter Schools ;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Northern United Charter Schools has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 27, 2018

Board President

Board Member

Board Member

Board Member

Board Member

2018-2019 Education Protection Account
Program by Resource Report
Expenditures by Function- Detail

**Projected Expenditures for the period of July 1, 2018 through June 30, 2019
For Fund 01, Resource 1400 Education Protection Account**

Description		Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
	Object:	
Beginning Balance	8999	0.00
Revenue Limit Source	8012	27,156.00
Revenue Limit Source-Prior Year	8019	0.00
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		27,156.00
EXPENDITURES AND OTHER FINANCING USES		
	Functions:	
Instruction	1000-1999	27,032.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	124.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		27,156.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

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Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.10 2018-2019 Agreement between NUCS and Mattole Unified School District for Administrative and Business Services

Action Requested:

Approve

Previous Staff/Board Action, Background Information and/or Statement of Need:

The business and administrative staff that previously completed these duties for Mattole Unified School District were Mattole Valley Charter School employees and will soon be Northern United employees. Mattole Unified School District would like to enter into an agreement for those charter employees to continue carrying out these tasks.

Fiscal Implications:

NUCS will receive \$20,000.

Contact Person/s:

Shari Lovett, Tammy Picconi

Service Agreement Between Mattole Unified School District and Northern United Charter Schools

This agreement ("Agreement") is made and entered into by and between Mattole Unified School District ("MUSD") and Northern United Charter Schools ("NUCS"). MUSD and NUCS agree as follows:

1. Parties to the Agreement

The parties to this Agreement are Mattole Unified School District on the one hand and Northern United Charter Schools on the other.

2. Terms of Agreement

The term of this Agreement for services shall begin on July 1, 2018 and end on June 30, 2019. Renewal of the Agreement requires the parties enter into a written amendment or new contract.

3. Description of Services

NUCS agrees to provide to MUSD the following services:

- a. **State Reporting Services.** NUCS will: Enter and upload data required to complete to the California Longitudinal Pupil Achievement Data ("CalPADs") reporting to the California Department of Education ("CDE") for MUSD's Fall 1, Fall 2, and End-of-Year reports to CalPADs; apply for and verify the statewide student identifier ("SSID") information for students enrolled in MUSD schools; report CalPADs errors to MUSD for correction in the school database by MUSD staff; submit California Basic Educational Data System ("CBEDS") report to CDE by October 31st for each MUSD school; complete and submit MUSD Civil Rights Data Collection reports to the Office of Civil Rights; update and maintain the CBEDS Online Reporting Application ("ORA") for CDE.
- b. **Technology Services.** NUCS will be responsible for: MUSD's network administration, including maintenance of the network and troubleshooting; administration of Google Suite For Education, including set up of user accounts as directed by MUSD and management of Chrome devices; troubleshooting technology problems for computers, smart boards, digital projectors, printers and tablets; on-site support for the devices references within this paragraph as needed; maintaining and managing web content filter; Voice Over Internet Protocol ("VOIP") telephone system setup and troubleshooting, in the event VOIP is adopted by MUSD; and consultation for internet technology issues.
- c. **Financial Services.** NUCS will: Develop MUSD's annual budget, including the completion of First Interim financial reports, Second Interim financial reports, and the MUSD budget, based upon enrollment data requests completed by MUSD; provide budgetary information to assist MUSD in collective bargaining support as needed; provide information for MUSD's Annual Independent Audit as requested by MUSD; submit year-end closing reports for MUSD to submit to Humboldt County Office of Education

("HCOE"); maintain inventory and depreciation schedules; quarterly reports for state unemployment insurance to Employment Development Department ("EDD"); complete MUSD's quarterly state and federal tax reports for MUSD to submit to the appropriate agency; provide financial reports to MUSD's Governing Board at least once every month that MUSD has a regularly scheduled board meeting.

- d. Local Control Accountability Plan ("LCAP") Financial Assistance. NUCS will submit to MUSD financial information for inclusion in MUSD's LCAP.
- e. Payroll Services. NUCS will: Receive from MUSD completed employee timesheets in accord with due dates NUCS provides to MUSD; review timesheets for accuracy and supervisors signatures; provide monthly payroll services for all MUSD employees, including supplemental payroll when needed; ensure all necessary deductions are withheld from MUSD employee payroll, including membership dues, retirement, taxes, health and welfare deduction, garnished wages are processed within payroll; maintain payroll records; submit all necessary payroll information to Humboldt County Office of Education ("HCOE") for HCOE to process payroll for MUSD; process and mail all payroll checks to MUSD employees; monitor, process and track sick leave and vacation leave, based on submitted verification by MUSD.
- f. Personnel Services. NUCS will: Generate annual employment contracts, with input from MUSD, for all hourly and salaried positions requiring employment contracts; generate and distribute employment packets to employees at MUSD's request; maintain MUSD employee personnel files; complete job verifications for prospective employees of MUSD; act as the Custodian of Record for Department of Justice ("DOJ") background checks for all MUSD employees; mail Notices of Reasonable Assurance to those classified employees identified by MUSD as likely to return for the 2019-2020 school year; and collect, maintain and report to North Coast Schools Medical Insurance Group required health and welfare information for MUSD employees.

4. **Compensation**

MUSD shall compensate NUCS \$20,000 annually for the above services. NUCS shall otherwise bear all costs related to providing the services described herein. Payment is due as a single lump sum on May 17, 2018.

5. **Mutual Cooperation**

For any service or component of service NUCS agrees to provide to MUSD as set forth herein, MUSD agrees to provide all necessary and requested information, and to meet, collaborate, and respond to requests from NUCS within a reasonable and timely fashion. NUCS agrees to make any and all requests within a reasonable timeframe, as permitted by circumstances, to allow MUSD sufficient time to respond to requests for information or meetings. Failure to respond in a timely manner may negatively affect NUCS ability to perform the services set forth within this Agreement.

6. Defend, Indemnify, Hold One Another Harmless, Limitation on Damages and Fees

Each party shall hold harmless, defend and indemnify the other party and its governing board, officers, agents, and employees for any liability for damages or claims for damages resulting, or alleged to have resulted from, personal injury, including death, as well as from liability for claims for property damages, including loss of the use thereof, which may arise or are claimed to arise or be occasioned in anyway, in whole or in part, from services preformed pursuant to the Agreement, except where caused by the sole negligence or willful misconduct of the indemnifying party.

In the event a court of competent jurisdiction or any other judicial or quasi-judicial body determines one party to this Agreement owes the other party damages of any type for any matter related to this Agreement, in no event shall any damages exceed \$20,000. Each party shall bear its own costs associated with any litigation related to this Agreement.

7. Early Termination of Agreement

- a. The Agreement may be terminated by mutual, written agreement of the parties prior to June 30, 2019, under any terms to which the parties agree.
- b. Either party may terminate the Agreement with at least 60 days' written notice to the other party. At the end of the notice period, NUCS shall refund to MUSD a prorated amount of the lump payment of \$20,000 for the period of time that remains on the Agreement after termination.

8. General Terms

- a. No Guarantee. NUCS cannot guarantee that the services it provides will always be error-free. However, NUCS will fix problems in a timely fashion when they are called to its attention.
- b. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties shall be governed, construed and interpreted in accordance with the laws of the State of California.
- c. Venue. Venue shall be Humboldt County, California for any legal action related to this Agreement.
- d. Entire Agreement and Enforcement of Rights. This Agreement sets forth the entire Agreement and understanding of the parties relating to the subject matter of the Agreement and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

- e. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under the law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable insofar as possible and in accordance with its terms.
- f. **Construction.** This Agreement is the result of negotiations between parties and has been reviewed by each of the parties and was drafted by the parties' counsel. Accordingly, this Agreement shall be deemed to be the product of both of the parties, and no ambiguity shall be construed in favor of or against any one of the parties.
- g. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally; or sent by facsimile; or 72 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at as set forth in Paragraph 8.p., or as subsequently modified by written notice.
- h. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may be executed by electronic signature and/or counterparts and when so executed by both parties shall be a valid and binding agreement upon both parties.
- i. **Assignments.** Neither party may assign this Agreement or any of their rights or obligations hereunder without the other party's written consent.
- j. **No Partnership.** Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.
- k. **No Authority to Bind Other Party.** Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- l. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- m. **Inability to Perform.** NUCS shall be excused from performing its obligations hereunder in the event it is prevented from so performing by reason of fire, flood, earthquake, storm, other acts of natural causes, explosion, strike, war, insurrection, riot, acts of any government, and/or other causes similar to the foregoing which are beyond the control of, and not the fault of, NUCS; provided, however, NUCS shall, within five (5) business

days after it has notice of such cause or causes, present to MUSD written notice of the facts constituting such cause and claiming excuse of performance under this paragraph.

- n. Authorized to Execute. The person who signs this Agreement on behalf of a party represents that he or she is authorized to bind the party for which he or she signs.
- o. Date of Execution. This Agreement is deemed executed on the date that it is signed and all Governing Boards have approved the Agreement, where Board approval is required by law.
- p. Notices. All notices required or permitted by this Agreement shall be sent to the following person/ job title, address, and facsimile number:

(1) For MUSD:

(2) For NUCS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the days and year written below.

FOR:
Mattole Unified School District

FOR:
Northern United Charter Schools

Deva Wheeler, Board President

Jere Cox, Board President

Date

Date

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.11 2018-2019 Agreement between NUCS and School and College Legal Services for Legal Services

Action Requested:

Approve

Previous Staff/Board Action, Background Information and/or Statement of Need:

School and College Legal Services are a law firm specializing in the education field. We utilized their services for the business and administrative services agreement with Mattole Unified School District. I do not anticipate using them very much in the future, as we will usually utilize another law firm that specializes in charter schools.

Fiscal Implications:

Unknown at this time. Legal service fees are billed at \$260 per hour.

Contact Person/s:

Shari Lovett



SCHOOL & COLLEGE LEGAL SERVICES OF CALIFORNIA

June 14, 2018

*A Joint Powers Authority
serving school and college
districts throughout the
state.*

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Erin E. Stag
Sarah Hirschfeld-Sussman
Frank Zotter, Jr.

Of Counsel
Robert J. Henry
Margaret M. Merchat
Patrick C. Wilson

To: Shari Lovett, Superintendent
Northern United Charter Schools

From: Carl D. Corbin, General Counsel

Subject: BILLABLE AGREEMENT FOR LEGAL SERVICES

This letter invites the NORTHERN UNITED CHARTER SCHOOLS to enter into a Billable Agreement with SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA effective July 1, 2018.

As you consider your legal service needs for the coming year, I want to be clear about our commitment to provide you with excellent services. I welcome your input on how we can best meet your needs, so please don't hesitate to call me. As a reminder SCLS is a Joint Powers of Authority public agency. As such, SCLS does not make a profit. We are a school related agency just like our clients and we are also subject to the Education Code, Brown Act, etc. All of our employees are public employees just like you.

The SCLS JPA Board, comprised of some of our clients, carefully considered for the 2018-19 school year the increase in fees necessary to address SCLS's fiscal needs while continuing to ensure the lowest possible rates for our clients. Effective July 1, 2018, our rates will be increasing \$10 per hour. This means our billable rate will be \$260 per hour. Many of our clients also consult or use limited services from private law firms so you know that even with our increased rate of \$260 per hour we charge substantially below the private firm hourly rate. Essentially, our rates (with this increase) will have increased over approximately the past ten years at less than \$5 an hour per year. We believe this represents extraordinary cost containment for our clients.

I also want to emphasize that unlike many private law firms, we do not charge additional fees for secretarial time, photocopies, facsimile transmissions, on-line research costs, a flat "administrative" fee or the many other "hidden/add-on" fees associated with doing business with a private law firm, except we do charge for hotel and airline costs if necessary. If you have any questions regarding our services or fees, please do not hesitate to call me.

To become a Billable Contract Client for the 2018-2019 school year, please sign and return this agreement to us along with a purchase order after the governing board has acted on it.

We very much look forward to working with you.

Enc.

**BILLABLE AGREEMENT
BETWEEN
NORTHERN UNITED CHARTER SCHOOLS
AND
SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA**

The NORTHERN UNITED CHARTER SCHOOLS (DISTRICT) and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA (a legal service program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.) (COUNSEL), mutually agree as follows:

**I.
RECITALS**

This agreement, effective July 1, 2018, is entered into by and between the DISTRICT and COUNSEL.

COUNSEL has the background, experience, and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this agreement.

**II.
WORK TO BE PERFORMED**

COUNSEL shall provide legal and labor relations services as requested by the DISTRICT.

COUNSEL shall have the right to retain court reporters, professional experts, and other independent contractors as appropriate and to recommend to DISTRICT the employment and association of outside legal counsel in cases and matters that singly or cumulatively require an inordinate amount of time or which require, in the opinion of COUNSEL, specialized legal services and expertise. In the event DISTRICT fails to approve the employment of such outside counsel, COUNSEL reserves the right to terminate its representation of DISTRICT on the specific case or matter involved.

COUNSEL shall decline any assignment which would result in a conflict of interest or violations of professional ethical standards.

**III.
COMPENSATION**

The DISTRICT shall compensate COUNSEL for all time spent on DISTRICT'S work, including necessary travel time, at the rates specified in the attached Fee Schedule. Such rates may be changed by COUNSEL no earlier than July 1, 2019, provided, however, that COUNSEL shall first give DISTRICT at least thirty (30) days advance written notice of such change.

Time will be accounted for in an initial minimum increment of 0.2 hour per entry (i.e., 12-minute minimum). This reflects the time it takes to respond to and record the nature of short-term assignments. After the initial minimum of 0.2, all assignments will be recorded in increments of one-tenth of an hour.

Payment by District is due within 30 calendar days of receipt of monthly billing statement.


IV.
RETENTION OF CLIENT RECORDS

Client records will be maintained by COUNSEL for at least 10 calendar years. Following the determination by COUNSEL that either the client records no longer need to be maintained or 10 calendar years have passed, whichever is later, COUNSEL will contact the DISTRICT by letter to inform the DISTRICT that the records will be destroyed unless the DISTRICT has indicated it would like to take possession of the records. In this case, the DISTRICT will be billed for the cost of producing the records from storage and providing the records to the DISTRICT. If the DISTRICT does not provide any response within 90 calendar days or if the DISTRICT indicates no desire to take possession of the records, then COUNSEL will have the records destroyed through shredding. SCLS reserves the right to make an electronic copy (scan into PDF) of client records and then shred the paper records; however, if SCLS does make an electronic copy then these electronic records will be maintained indefinitely by SCLS and available to our clients upon request.

V.
TERM OF AGREEMENT

This agreement, effective July 1, 2018, is ongoing for up to four years and may be modified by mutual written agreement of the parties. This agreement may be terminated by either party at any time upon thirty (30) days written notice.

**SCHOOL AND COLLEGE LEGAL
SERVICES OF CALIFORNIA**

By: 
Carl D. Corbin
General Counsel

Dated: April 13, 2018

NORTHERN UNITED CHARTER SCHOOLS

By: _____
Shari Lovett, Superintendent

Dated: _____

**SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
FEE SCHEDULE ***

Effective July 1, 2018

Billable Contract Clients

All Attorneys	\$260.00 per hour
Litigation	\$260.00 per hour
Labor Relations Coordinator	\$230.00 per hour
Paralegal/Paraprofessional	\$125.00 per hour
Law Clerk	\$90.00 per hour

* No additional fee is charged for meals while traveling to or from your district. No additional fee is charged for secretarial time, or for the cost of photocopies, telephone calls, or "facsimile" transmissions to or from your district. There are no postage charges for regular mail, no "administrative fee," and no charge for on-line research. Set fees may be charged for formed contracts and bid documents. If required, overnight lodging and air travel costs would be charged.

Agenda Item 5.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

5.1 Approval of Warrants and Payroll

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

This is a monthly process. The warrants and payroll totals are inspected and clarification is given if needed. In the future the Board Warrant and Payroll Reports will be attached.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi, Kirk Miller

Agenda Item 5.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

5.2 Approval of Minutes

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The minutes prior meetings are inspected, corrected if needed, and approved. This is a routine monthly process for the Board. The minutes for the May 17, 2018 regular board meeting are attached. See attached minutes.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

Northern United Charter Schools

Board of Directors

Regular Board Meeting Minutes

May 17, 2018

Members Present: Bianca Garza and Briana Oesterle in Siskiyou by teleconference, Jere Cox, Rosemary Kunkler, and Jennifer Johnson in Humboldt.

Members Absent: None

Public Present: Shari Lovett, Tammy Picconi, Lynda Speck, Kirk Miller, Rebekah Davis, Reada McConnaughy, Roxy Kennedy, Stephanie Jackson by teleconference.

1.0 Call to Order/Agenda

1.1 Call to Order: Jere Cox called the meeting to order at 4:04pm

1.2 Agenda: There were no changes to the Agenda.

A motion to approve the agenda as posted was made by Rosemary Kunkler and seconded by Jennifer Johnson Vote taken:

Jere Cox- Aye

Jennifer Johnson-Aye

Bianca Garza – Aye

Briana Oesterle- Aye

Rosemary Kunkler- Aye

Motion passes unanimously.

2.0 Business and Finance

2.1 Financial Report: Shari Lovett informed the board that the Mattole Unified School Board has approved to transfer ending balance funds from the Charter School to Northern United Charter Schools. The systems for both the Siskiyou Charter and Humboldt Charter have been set up at the county level. Mattole Valley Charter School will hold 10% of the ending balance in an account for closing out all outstanding bills that could come in after June 30, 2018

2.2 Local Control and Accountability Plan (LCAP): Shari Lovett reported on the status of the LCAP for the two new schools. They are close to being done. The LCAP consists of two parts; an annual update and the actual LCAP. Shari explained the process that was used to fill out the annual update because we don't have a baseline to refer to.

2.3 Northern United Charter Schools Pay Schedule: Shari Lovett introduced the salary schedule and explained how the schedule is set up. Jennifer Johnson asked

about the teacher salaries and how low they are. She says that the center instructor line is not comparable to the US average for teacher salaries. Jere Cox spoke of this being the charter's first year and that the charter has to build a minimum of a 5% reserve, we should hold the pay schedule as submitted and have the ability to revisit it next year when we have a history to support increases. The board has asked to see job descriptions for the salary schedule and it was requested that they receive their packets earlier than 72 hours before the meeting. Motion to approve the Northern United Charter Schools pay schedule as printed, effective July 1, 2018 with the understanding that the board would revisit it in six months was made by Rosemary Kunkler and seconded by Briana Oesterle. Vote taken

Jere Cox- Aye
Jennifer Johnson- Aye
Bianca Garza – Aye
Briana Oesterle- Aye
Rosemary Kunkler- Aye
Motion passes unanimously.

- 2.4 Resolution for Northern United Charter Schools Health and Welfare Benefits Package:** Shari Lovett reported to the board the Health and Welfare benefits that employees receive and the amount that historically has been paid by the district. She would like to keep the amount paid for by the district the same for Northern United Charter Schools. The amount she would like the board to approve is \$12,368.00 per full time employee who qualifies for benefits. A motion to approve the Resolution for Northern United Charter Schools Health and Welfare Benefits Package was made by Jennifer Johnson and seconded by Briana Oesterle. A comment on the cost of insurance increases creating hardships was made. Vote taken:

Jere Cox- Aye
Jennifer Johnson- Aye
Bianca Garza – Aye
Briana Oesterle- Aye
Rosemary Kunkler- Aye
Motion passes unanimously.

3.0 Consent Agenda

- 3.1 Approval of Warrants and Payroll:** Nothing to Report
- 3.2 Approval of Minutes:** Minutes from April 26, 2018 and May 9, 2018
- 3.3 Resignations, Hires and Leaves:** List of employees not being employed by Northern United Charter Schools

A motion to approve the consent agenda was made by Jennifer Johnson and seconded by Rosemary Kunkler. Vote taken:

Jere Cox- Aye
Jennifer Johnson- Aye
Bianca Garza – Aye
Briana Oesterle- Aye
Rosemary Kunkler- Aye
Motion passes unanimously.

4.0 Public Comments on items not on the Agenda:

4.1 Comments by the Public: Reada McConaughy requested that notification be sent to staff members on the Northern United board meeting schedule. She was told that the schedule is posted on the web page.

5.0 Community Relations/Correspondence:

5.1 Letters from California Department of Education to NU-HCS and NU-SCS regarding the Public Charter School Grant Program: Shari Lovett shared a letter from CDE stating that both Charter Schools had been denied the grant that we applied for. We can re-apply next year. A discussion about the grant and the reasons we were denied was held and Jere thanked Kirk Miller and Shari Lovett for their hard work on the grant application process.

6.0 Recognitions/Announcements/Reports

6.1 Board Members: Bianca Garza stated that not being awarded the grant was a blow, people had worked hard on it. She said that the web page looked good. Briana Oesterle agreed with Bianca on both the grant and the web page. Rosemary Kunkler reported that the NCLA parent group held a teacher appreciation day and served the teachers a luncheon and they had a Saturday family swim day.

6.2 Northern United – Siskiyou Charter School: Kirk Miller reported that the banners for both schools are done and look good. They are advertising for students within the community. He said that they have to install fire alarm systems to be in compliance and that the cost would not be cheap.

6.3 Northern United-Humboldt Charter School: Shari Lovett spoke about the facility safety inspection and compliance regulations. NCLA has stairs that will be an issue. In the MOU, HCOE has given us a transition plan for our centers and we have until the first day of school to come into compliance. We will hire an architect or engineer to give us cost estimates on what we need to do at each center. Shari reported that HCOE has approved the MOU with NU-HCS We are still waiting for the MOU to be approved by SCOE. She also reported that with

the number of staff that has left we have posted the vacant positions. The lottery for students at all our learning centers will happen on the 21st.

- 6.4 Director:** Shari Lovett reported to the board that we are waiting for our CDS numbers for both the schools and how we have had to re-submit the applications three times. PERS and STRS are waiting for the numbers as well to move forward with opening the schools. Shari reported that she has applied to JPA for both schools and that NU-Humboldt is done with our JPA covering both Prop/Liability and Health/Welfare. For NU-Siskiyou, their JPA wants the county to be in charge of the budget and Health/Welfare is the same JPA as NU-Humboldt but the Prop/Liability will be different and they want a three year contract. A discussion was held on terms of the NU-Siskiyou Charter and how a three year contract would not work. We have applied to Charter Safe and are waiting for a quote.

7.0 Administration

- 7.1 Resolution for NU-SCS to become a member of North Coast Schools Medical Insurance Group JPA:** Shari Lovett explained that this resolution is for NU-SCS to join our JPA for medical insurance benefits. A motion to approve the resolution for NU-SCS to become a member of North Coast Schools Medical Insurance was made by Jennifer Johnson and seconded by Bianca Garza. No discussion. Vote taken:

Jere Cox-Aye
Jennifer Johnson - Aye
Bianca Garza – Aye
Briana Oesterle - Aye
Motion passes unanimously.

- 7.2 Resolution for NU-HCS to become a member of North Coast Schools Medical Insurance Group JPA:** Shari Lovett explained that this is the medical insurance JPA that Mattole used and that we can continue with them. A motion to approve the resolution for NU-HSC to become a member of North Coast Schools Medical Insurance was made by Bianca Garza and seconded by Briana Oesterle. Vote taken:

Jere Cox - Aye
Jennifer Johnson - Aye
Bianca Garza – Aye
Briana Oesterle - Aye
Motion passes unanimously.

- 7.3 Resolution for NU-HCS to become a member of North Coast Schools Insurance Group:** Shari Lovett explained that this would be for the Prop/Liability coverage and Workers' Compensation. A motion to approve the Resolution for NU-HCS to become a member of North Coast Schools Insurance Group was made by Jennifer Johnson and seconded by Bianca Garza. Vote taken:

Jere Cox- Aye

Jennifer Johnson- Aye
Bianca Garza – Aye
Briana Oesterle- Aye
Motion passes unanimously.

- 7.4 Resolution for NU-HCS to participate in Section 457 Retirement Plan through the Humboldt Office of Education:** Shari Lovett informed the board of the 457 retirement plan. A motion was made to approve the Resolution for NU-HCS to participate in Section 457 Retirement Plan through Humboldt County Office of Education by Bianca Garza and was seconded by Jennifer Johnson. No discussion. Vote taken.

Jere Cox- Aye
Jennifer Johnson- Aye
Bianca Garza – Aye
Briana Oesterle- Aye
Motion passes unanimously.

- 7.5 Resolution and agreement for NU-HCS to participate in Section 403(b) Retirement Plan through the Humboldt County Office of Education:** Shari explained this retirement plan. A motion to approve the Resolution and agreement for NU-HCS to participate in Section 403 (b) Retirement plan through the Humboldt County Office of Education was made by Jennifer Johnson and seconded by Briana Oesterle. Vote taken:

Jere Cox- Aye
Jennifer Johnson- Aye
Bianca Garza – Aye
Briana Oesterle- Aye
Motion passes unanimously.

- 7.6 Student Enrollment and Attendance Report:** No Report

8.0 Curriculum and Instruction: No report

9.0 Facilities:

- 9.1 Inspections report by Humboldt County Office of Education of Humboldt County Facilities.** The Humboldt County learning centers were inspected by HCOE maintenance staff and the risk manager of the North Coast Schools Insurance Group JPA. NU- Humboldt agrees to comply with all findings by the beginning of the school year.

10.0 Future Agenda Planning:

10.1 Future Agenda Items: Board Trainings, CSBA, APLUS, CSDC Memberships, Hiring a confidential Administrative Assistant, Revisiting the Salary Schedule in 6 months.

11.0 Future Board Meetings:

11.1 Next meeting scheduled for June 27, 2018

Open Session Before Closed Session:

Jere Cox reported that the topic for closed session was the public employment of School Director

Closed Session Open Hearing: There were no comments.

Adjourn to Closed Session: Jere Cox adjourned to go to closed session at 6:05pm.

4.0.1 Public Employment; Title: (School Director)

Reconvene in Open Session

Closed session ended at 6:46pm. No report

Adjournment: Meeting adjourned at 6:47pm

Respectfully Submitted by Lynda Speck

Agenda Item 5.

CONSENT AGENDA

A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

Subject:

5.1 Resignations, Hires and Leaves

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

None

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 6.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Subject:

6.1 Comments by the Public

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Board members or staff may choose to respond briefly to Public Comments.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 7.

COMMUNITY RELATIONS/CORRESPONDENCE

Subject:

No items

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

None

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 8.

RECOGNITIONS/ANNOUNCEMENTS/REPORTS

Subject:

- 8.1 Board Members
- 8.2 Northern United - Siskiyou Charter School
- 8.3 Northern United - Humboldt Charter School
- 8.4 Director

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

- 8.1 Board members may choose to make a report.
- 8.2 Each month the Regional Director gives a report on school events and activities.
- 8.3 Each month the Director of Instructional Services gives a report on school events and activities.
- 8.4 Each month the Director may give a report on the state of the District.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 9.
ADMINISTRATION

Subject:

9.1 2018-2019 Memorandum Of Understanding (MOU) between NU-HCS and Humboldt County Office of Education

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Charter schools and their authorizers enter into an MOU, or agreement, to accompany the charter petition. The MOU spells out the specific expectations for each party. MOUs include details regarding the terms of the charter, governance and management, facilities, fiscal reporting, state accountability, annual audits, dispute resolution, etc.

Fiscal Implications:

NU-HCS will pay HCOE \$ which is equal to the statutory 1% legally allowed as an oversight fee for authorizers.

Contact Person/s: Shari Lovett

MEMORANDUM OF UNDERSTANDING
BETWEEN
HUMBOLDT COUNTY OFFICE OF EDUCATION
AND
NORTHERN UNITED CHARTER SCHOOLS

This Memorandum of Understanding (or "MOU") is executed by and between the Board of Education of HUMBOLDT COUNTY OFFICE OF EDUCATION ("HCOE") and NORTHERN UNITED CHARTER SCHOOLS ("NUCS"), which operates NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL ("NU-HCS" or the "Charter School").

RECITALS:

- A. HUMBOLDT COUNTY OFFICE OF EDUCATION, as a division of the State of California, conducts programs in accordance with the laws of the State of California.
- B. NU-HCS has developed and submitted a petition for establishment of the Charter School.
- C. The parties to this MOU recognize that the laws of the State of California authorize the formation of charter schools for the purpose, among others, of developing new, innovative and more flexible ways of educating children within the public school system.
- D. By approving the charter establishment petition, HCOE becomes the sponsoring county for the charter school. This MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship and other matters of mutual interest not otherwise addressed or resolved in the terms of the NU-HCS's charter.
- E. Written modification of this MOU may be made by mutual agreement as set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, NU-HCS and HCOE do hereby agree as follows:

AGREEMENTS:

I. TERM AND RENEWAL

- A. This MOU shall commence on July 1, 2018 and shall run concurrently with the term of the charter. This MOU will continue in effect until mutually modified in writing except that the MOU shall terminate upon the expiration, rescission, or revocation of the charter.
- B. Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this MOU.
- C. The duly authorized representative of NU-HCS is the School Director, the NUCS Executive Director, or the NUCS Board of Directors. For purposes of amendment of this MOU, the Board of Directors is required to take action.
- D. The duly authorized representatives of HCOE are the Humboldt County Board of Education and the Humboldt County Superintendent of Schools. For purposes of amendment of this MOU, the Board of Education is required to take action.
- E. Designated representatives of HCOE and NU-HCS will meet as necessary to implement this MOU and to discuss necessary amendments. Amendments dictated by changes in statute, regulation and/or controlling court decisions shall automatically become part of this MOU. Otherwise, any modification of this MOU must be in writing and is subject to mutual ratification.
- F. To the extent that this MOU is inconsistent with any of the terms of the charter petition, this MOU shall supersede the terms of the charter petition

II. DESIGNATION OF SCHOOL

- A. The Charter School shall be known as NORTHERN UNITED – HUMBOLDT CHARTER SCHOOL (NU-HCS). NU-HCS shall be operated by NUCS, a nonprofit public benefit corporation pursuant to California law, and shall be responsible for all functions of the Charter School in accordance with the terms and conditions set forth in this MOU and its charter.
- B. Grade Levels: It is recognized that NU-HCS will serve students in transitional kindergarten through twelfth grades.

III. GOVERNANCE AND ORGANIZATIONAL MANAGEMENT

NU-HCS will be operated by NUCS, a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Part 2 (beginning with Section 5110) of Division 2 of Title 1 of the *Corporations Code*). The Charter

School is a separate legal entity and HCOE is not liable for the debts and obligations of NU-HCS, provided HCOE has complied with all oversight responsibilities required by law. NU-HCS will use all revenue received from state and federal sources only for the educational services specified in the charter and this MOU for the students enrolled in and attending the Charter School.

A. ORGANIZATION

Upon request or following approval of a material revision to the charter, NU-HCS will provide the following to HCOE:

- All related information specified in Education Code 47605.6
- Contact information, including home address, phone numbers and e-mail addresses for the School Director, other members of the administrative staff, if any, and members of the Board of Directors

NU-HCS and NUCS will notify HCOE of any change in its directors, officers, and administrators.

B. GOVERNING BOARD ESTABLISHMENT

Upon request, or following approval of a material revision to the charter, NUCS will provide the following to HCOE:

- Articles of Incorporation
- Bylaws approved by the Board of Directors
- Roster and biographies of current members of the Board of Directors

C. BOARD OF DIRECTORS ACTIVITIES

Calendar: NU-HCS will provide to HCOE an annual calendar of NUCS Board of Directors meetings.

Board of Directors Meetings: The Board of Directors of NUCS is expected to conduct public meetings at such intervals as are necessary to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. Board of Directors meetings will be conducted in keeping with the requirements of the Ralph M. Brown Act (Government Code section 54950, *et seq.*). Board of Directors' adopted policies, meeting agendas and minutes shall be maintained and available for public inspection at all times and will be provided to HCOE upon request.

Brown Act Training: Upon request, NUCS will provide verification by letter to HCOE that all new members of the Board of Directors, administrative staff, and any other staff deemed appropriate by NU-HCS and NUCS have received Brown Act training.

Board of Directors Policies: All policies and procedures will be determined exclusively by NUCS's Board of Directors. All policies and procedures will be in conformity with applicable federal law and the laws and regulations of the state of California applicable to charter schools. All meeting agendas and minutes of

NUCS shall at a minimum be posted in the Charter School's main office and on the Internet and be made available to anyone who requests them. NUCS shall provide a copy of the agenda to NUCS Board members and the HCOE authorized representative at least 72 hours prior to regular meetings, and provide the same 24-hours in advance of all special board meetings. NUCS shall provide to HCOE a copy of meeting minutes in a timely manner after the meeting. All agendas and minutes shall be sent to the authorized representative by email or facsimile. The Board of Directors will adopt policies and procedures to guide the operation of the charter school, including but not limited to, policies in the following areas:

- *Conflicts of Interest*: The Board of Directors and employees will comply with Government Code Section 1090, *et seq.*, the Political Reform Act, commencing at California Government Code section 81000, and common law conflict of interest laws. The NUCS Board of Directors will adopt a conflict of interest code and provide verification to the HCOE that all Board members and Charter School employees are familiar with the conflict of interest code.
- *Internal Fiscal Controls*: NUCS will develop and maintain internal fiscal control policies governing all financial activities.
- *Other Fiscal Controls*: NUCS shall develop and maintain other fiscal control policies as recommended by an independent certified public accountant retained by NUCS to advise it on fiscal controls.
- *Learning Center Supervision*: Upon request, NU-HCS will provide a copy of the NUCS Board policy relative to the supervision of students before and after school, and while at a learning center, student pick-up, as well as a procedure for visitors to enter and leave a learning center.
- *Discipline Policies*: Upon request, NU-HCS will provide a copy of the NUCS Board policies to HCOE relative to student discipline, including a list of the offenses for which students may be suspended or expelled, the procedures for suspension or expulsion, procedures by which parents and students will be informed about reasons for suspension or expulsion, and of their due process rights in regard to either disciplinary action.
- *Parent/Student Handbook*: Upon request, NU-HCS will provide to HCOE a copy of the parent/student handbook that will be distributed to families each year. Parents/guardians shall be informed of their rights under the Family Educational Rights and Privacy Acts (FERPA) and in compliance with state and federal Uniform Complaint Procedures. Amendments to the handbook by NU-HCS may be made by the NUCS Board of Directors throughout the year. NU-HCS will provide HCOE with copies of any amended handbook as changes are made.

Health and Safety Plan (Education Code 47605.6(b)(5)(G)): Upon request NU-HCS will provide to HCOE:

- A copy of the health, safety, and emergency plan for students and employees.
- Evidence that staff has been trained in health, safety, and emergency procedures.
- A calendar of emergency drills for students.

The health and safety plan will address at a minimum, fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff. NU-HCS will provide training for staff in responding to emergencies and conduct emergency response drills for its students. Amendments to the plan may be made by the school throughout the year. NU-HCS will provide HCOE with copies of any amended plan as changes are made.

Criminal Records Summaries: All employees of NU-HCS, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having contact with students will submit to background checks and fingerprinting in accordance with Education Code Section 44237 (employees) and 45125.1 (vendors and volunteers). NU-HCS will provide certification to HCOE that all employees, and volunteers/vendors (as applicable) have clear criminal record summaries prior to their having any contact with students. NU-HCS will maintain on file and available for inspection during site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that onsite vendors have conducted required criminal background checks for their employees prior to any contact with students.

NU-HCS will ensure that all required documents are submitted annually to HCOE according to specified dates included in this MOU.

Tuberculosis Screening/Testing: 49406. All employees and volunteers must abide by the requirements of Education Code section 49406 with regard to tuberculosis screening and examination.

D. ADMINISTRATION

Exclusive Employer: The NUCS Board of Directors is deemed the exclusive employer of the employees of NU-HCS for the purposes of the Educational Employment Relations Act (EERA) under Government Code Section 3540, *et seq.* NUCS will have sole responsibility for employment, management, dismissal, and discipline of its employees.

Employee Handbook: Upon request, NU-HCS will provide to HCOE a copy of the employee handbook that will be distributed to employees each year. The content of this handbook will be developed each year by NUCS's Board of Directors and administration and will comply with state and federal law. At a

minimum, the handbook will include detailed expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements or discrimination. Amendments to the employee handbook may be made and distributed to employees by NUCS during the year. NU-HCS will provide HCOE with copies of any amended handbook as changes are made.

Employee Contracts: NU-HCS will provide to employees a copy of the employee contracts that, at a minimum, state that NU-HCS is the exclusive employer of employees and has sole responsibility for employment, management, dismissal, and discipline of its employees.

Teacher Credentials: Upon request, NU-HCS will provide to HCOE documentation that all teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which teachers in other public schools are required to hold, except as otherwise exempted by the Charter Schools Act.

The HCOE Personnel Director shall provide credential counsel, research, and support for NU-HCS current and prospective employees at no charge.

Facilities Agreement: No later than July 1, NUCS will provide a written signed agreement (lease or other similar document) to HCOE indicating NU-HCS's right to use the principal school site and any ancillary facilities identified by NU-HCS for at least the first year of operation.

Zoning and Occupancy: Not less than 60 days prior to opening a new site, NU-HCS will present evidence that the facility is located in an area properly zoned for operation of a school and has been cleared for student occupancy by all appropriate local authorities. The facility must meet all applicable health and fire code requirements and zoning laws. NU-HCS will furnish HCOE with all local approvals (EC Section 47610(d)) including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. NUCS understands that it cannot exempt itself from applicable/local zoning or building code ordinances.

Prior to opening a new site or before an existing program may occupy a different facility, HCOE will conduct a site review to determine that the facilities are clean, safe, American Disabilities Act (ADA) compliant, and have the necessary local approvals to operate. NU-HCS may not operate in the facility until HCOE has verified that all occupancy requirements have been met.

If NU-HCS seeks facilities from the district in which it intends to locate under Proposition 39, it will follow applicable statute and regulations regarding

submission of such a request to a district. HCOE will use the process described above for approving any facilities agreed to by a district.

School Accountability Report Card (SARC):

No later than February 1 of each year, NU-HCS will publish a SARC and disseminate it to parents. NU-HCS's SARC will be posted to the NU-HCS website and the link to the website address sent to the California Department of Education as required. The Charter School will use the template developed by the CDE as a guide. The SARC will include the specific items which are required by State and federal laws to be reported in the following categories: demographic information, school safety and climate for learning, academic data, school completion, class size, teacher and staff information, curriculum and instruction, postsecondary preparation, and fiscal and expenditure data, pursuant to EC Sections 33126, 33126.1, 35256, and 52052, and Public Law 107-110 Section 1111(h)(2).

The California Department of Education annually develops a "SARC template with data." The template contains most of the data needed for completing a SARC, and it can be accessed at <https://www.cde.ca.gov/ta/ac/sa/>. At its discretion, NU-HCS may complete and use the CDE's SARC template for its annual SARC or may use an alternative format to report the information elements listed above consistent with CDE definitions. NU-HCS may contract with the HCOE Communications Center for assistance in developing and publishing its SARC.

IV. FUNDING

- A. As established by Education Code Section 47630, *et seq.*, unless superseded by legislation subsequent to this agreement, NU-HCS shall receive funding under the charter school funding model as follows:
1. A general purpose entitlement (Local Control Funding Formula) pursuant to Education Code Section 47633, which includes in lieu property taxes and state aid. Such entitlement is based on average daily attendance.
 3. NU-HCS is also entitled to lottery funds, pursuant to Education Code Section 47638.
 4. NU-HCS is also entitled to a variety of state and federal application based programs, as well as various grant opportunities.
 5. Except as otherwise noted in this MOU, it shall be the responsibility of NU-HCS to apply for this funding which is beyond the basic statutory entitlement.
 6. Any additional funds negotiated by NU-HCS in accordance with Education Code Section 47636.
 7. It is understood and agreed that HCOE makes no representation as to NU-HCS's rights or entitlements to any funds.
 8. In the event of any change to the State's Charter School Funding Model, the

details of this section shall be amended to conform to legislative intent regarding basic statutory entitlements.

- B. In addition to the funding specified above, the parties recognize the authority of NUCS and NU-HCS to pursue additional sources of funding.
 - 1. HCOE has no obligation to apply for additional sources of funding for NU-HCS. However, if HCOE applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of NU-HCS, HCOE shall receive 7.5% of such funds as compensation for such service, or as provided or required by the specific funding source, or as mutually agreed upon.
 - 2. NU-HCS agrees to comply with all regulations related to expenditures and receipt of such funds.
 - 3. Except in the case of item 1 above, if NU-HCS receives funding in the source of grants, gifts, or endowments, HCOE will not receive any percentage of those funds unless mutually agreed upon for services related to those funds prior to those funds being accepted.
- C. HCOE shall facilitate the transfer of funding in lieu of property taxes to NU-HCS in monthly installments by no later than the fifteenth of each month in accordance with Education Code Section 47635.
- D. NUCS will notify HCOE in advance if NUCS wishes to secure loans or other short term funding for the operation of NU-HCS apart from normal state subventions for charter schools. The potential lenders shall be notified, in writing, with a copy to HCOE, that HCOE is not responsible for the repayment of the loan. Further, NUCS agrees to communicate with HCOE, prior to the finalization of the loan agreement, information regarding the details of the loan, including the repayment schedule, and the impact on the current operating budget and the multiyear financial plan. Accounts in arrears may be cause for a notice to cure from the HCOE. If NUCS is in danger of default on a loan secured pursuant to this paragraph, that condition may be grounds for revocation of the NU-HCS Charter by HCOE.
- E. NU-HCS is not entitled to HCOE funds.

V. LEGAL RELATIONSHIP

The Parties recognize that NU-HCS is a separate legal entity. NU-HCS shall be operated by NUCS, a nonprofit public benefit corporation under Education Code Section 47604. As such, in accordance with Education Code Section 47604(c), if HCOE complies with all oversight responsibilities required by law, HCOE shall not be liable for the debts or obligations of NU-HCS or for claims arising from the performance of acts, errors, or omissions by NU-HCS.

VI. FISCAL REPORTING

A. In accordance with Education Code requirements, NU-HCS shall annually prepare and submit to HCOE the following reports by the designated dates:

- In the month of May, in compliance with HCOE's time frame procedures, a preliminary budget, LCAP and cash flow for the upcoming fiscal year with two subsequent years' projections in conformance with the State Standardized Account Code Structure (SACS).
- On or before July 1, a final budget and cash flow for the upcoming fiscal year with two subsequent years' projections in conformance with SACS.
- On or before September 15, a final, unaudited financial report for the prior school year, containing applicable forms and schedules in the format prescribed for school districts by the CDE.
- On or before December 15, an interim financial report. This report shall reflect budget and financial activity through October 31, in the format prescribed for school districts by CDE, including a cash flow and budget projections for the subsequent two fiscal years.
- On or before March 15, a second interim financial report. This report shall reflect budget and financial activity through January 31, in the format prescribed for school districts by CDE, including a cash flow and budget projections for the subsequent two fiscal years.

The parties agree that all information described above will be in the State Account Code Structure (SACS) format. NU-HCS agrees to utilize HCOE's financial software.

B. AVERAGE DAILY ATTENDANCE: NU-HCS will be responsible for its daily and monthly attendance accounting. NU-HCS will submit the attendance reports in accordance with State requirements to HCOE's attendance officer in a timely manner and in a format which is consistent with HCOE processes and software. NU-HCS shall also prepare and submit California Longitudinal Pupil Achievement (CALPADS) system data annually and in accordance with California Department of Education requirements. In the event any concerns are raised with NU-HCS's attendance reports by HCOE and/or the CDE, NU-HCS will respond to the concerns in writing within five (5) business days.

C. ENROLLMENT REPORTING: Once each school year NU-HCS shall submit to HCOE a report of enrollments showing each student's demographic information, including home address, grade level and school of attendance in prior fiscal year. This report shall be compiled and submitted no later than October 31 of each year. HCOE has the right to request this reporting at any time during the school year. If HCOE requests enrollment reporting, NU-HCS should provide a copy within five (5) business days.

D. ANNUAL AUDITS

- **Annual Fiscal Audit**

NUCS shall contract for an annual financial audit to be conducted separately from HCOE's audit in accordance with the terms of the charter, by a certified public accountant with experience in public school finance and included on the State Controller's Office approved list of auditors for K-12 entities. The Charter School's audit shall be paid from NU-HCS's budget. The audit shall be conducted in accordance with Generally Accepted Accounting Principles issued by the American Institute of Certified Public Accountants and the Educational Audit Appeal Panel approved K-12 Audit Guide for charter schools. The annual audit report shall be forwarded to the State Controller, the Humboldt County Superintendent of Schools and the California Department of Education by December 15 each year. Audit exceptions and deficiencies shall be resolved to the satisfaction of the Humboldt County Superintendent of Schools by the end of the fiscal year in which the audit report is received. Failure to resolve deficiencies will be considered grounds for revocation of the charter petition.

- **Annual Employment Audit**

NU-HCS shall provide the HCOE Personnel Director with the following documents, and thereafter by October 31 each year:

- List of all employees verifying fingerprint, physicals if appropriate, and TB clearance.
- List of certificated employees verifying credentials and expiration dates of credentials.
- Verification that all NU-HCS employees have been provided with relevant Charter School policies.

E. **REQUIRED REPORTS:** NU-HCS agrees to complete and submit all required state and federal reports, such as the Consolidated Application and Reporting System, in accordance with the required timelines. Copies of those reports shall be submitted to HCOE within the same required timelines.

VII. FISCAL OPERATIONS

A. **FISCAL POLICIES:** NUCS shall adopt and meet generally accepted accounting principles and shall ensure that: (1) expenditures are authorized by and in accord with amounts specified in the NUCS Board-adopted budget; (2) funds are managed and held in a manner that provide a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in a manner that allows HCOE to complete its reporting and allows HCOE to make its reports to the State as required by the California Department of Education.

The NUCS Board of Directors shall be responsible for monitoring the fiscal operations of NU-HCS, including budget development, monitoring and oversight.

B. BUDGET DEVELOPMENT AND MONITORING: In order to meet state deadlines, NUCS shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar developed by HCOE. NUCS shall monitor and update its budget on a monthly basis. The budget and interim reports shall be prepared and reviewed by the NUCS Board of Directors in accordance with the state's Standardized Account Code Structure (SACS).

C. ANNUAL BUDGET: In May, in compliance with HCOE's timeframe procedures, NU-HCS will submit a budget for the following year of operation to HCOE. HCOE shall review the budget and will notify NUCS if it finds that the budget is not fiscally sound. NUCS shall be given a reasonable opportunity to cure any budget concerns to the satisfaction of HCOE. A finding of substantial evidence that NUCS's budget fails to meet generally accepted accounting principles may lead to a notice to cure.

NUCS agrees to provide updates should material changes in income or expenditures arise.

D. SEGREGATION OF DUTIES: All non-payroll purchase orders and check requests in excess of \$25,000 shall require two signatures for authorization. The Board of Directors shall designate at least one Finance Officer to act as the second signer. The School Director and the Finance Officer(s) shall be authorized co-signers.

Additional segregation of duties shall be identified in NUCS's Internal Fiscal Policies.

E. PURCHASING PRACTICES: NUCS will develop and maintain simple check requests and purchase order forms to document the authorization of all non-payroll expenditures. The following requirements shall be followed with regard to purchases:

- All purchase orders of \$25,000 or more require Board of Directors approval. If approved, the School Director and Finance Officer will be authorized to sign the check request form.
- The School Director is authorized to grant prior approval for any purchase orders for less than \$25,000 after verifying that the proposed expenditure is consistent with the board-adopted budget. Upon the Director's approval, the Charter School Director and Finance Officer shall sign the check request form.
- The Board of Directors shall approve and ratify all check requests. The check register shall be brought to the board each month for review and approval.

F. BANKING ARRANGEMENTS: NU-HCS shall maintain its accounts in the county treasury. A "revolving" cash fund, not to exceed \$2,000 (\$100 may be petty

cash) may be established at a federally-insured commercial bank or credit union with an appropriate ledger to be reconciled monthly by an on-site staff member designated by the Board of Directors, who shall not be authorized to expend petty cash.

- G. PROPERTY INVENTORY: The School Director shall establish and maintain an annual inventory of all NU-HCS non-consumable goods and equipment valued over \$500.
- H. PAYROLL SERVICES: The School Director will establish and oversee a system to prepare employee time and attendance reports and submit payroll check requests. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave. NUCS will contract with HCOE to prepare payroll checks, tax and retirement withholdings, tax statements and to perform other payroll support functions.
- I. ATTENDANCE ACCOUNTING: NUCS will be responsible for its daily attendance accounting. The School Director shall establish and maintain a state approved attendance accounting system to record the number of days students are actually in attendance and engaged in the activities required of them. NUCS agrees that the attendance and accounting system will not be changed to a different attendance and accounting system prior to a review and approval by HCOE.

NU-HCS shall report average daily attendance to HCOE in accordance with the Charter Schools Act and the California Code of Regulations. NU-HCS will be responsible for preparation and transmission to HCOE of the Period 1, Period 2, and Annual Attendance Reports. The annual independent financial audit will review actual attendance accounting records and practices to ensure compliance with the law.

- J. PERSONAL USE OF SCHOOL FUNDS: Use of Charter School funds for personal use is prohibited. Violation of this policy shall result in discipline, up to and including dismissal, or removal from the Board of Directors. A finding of illegal or substantially improper use of Charter School funds for the personal benefit of any officer, director, or fiduciary of the Charter School will be considered grounds for revocation of the charter.

VIII. HCOE OVERSIGHT/SERVICES

- A. In accordance with Education Code Section 47613, HCOE will charge NU-HCS the actual cost incurred by HCOE or one (1) percent of the revenue of the charter school, whichever is less, for supervisory oversight. "Revenue" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

NU-HCS will receive an invoice for the costs of supervisory oversight, which shall not require itemization of HCOE staff time, in May of each year for 100 percent of the oversight fee, which is due and payable to HCOE within 30 days of receipt. Based on the Second Principal Apportionment (P-2), the total oversight fee may be adjusted and the Charter School will either receive an invoice for the increase in fees or a refund if total revenues have gone down. Payment/refunds will be due within 30 days of receipt of final accounting.

B. NU-HCS and HCOE agree that "supervisory oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:

- All activities related to the charter renewal and revocation processes as described in Education Code Sections 47605.6 and 47607.
- Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its charter, related agreements, and all applicable laws.
- Participating in the dispute resolution process described in the charter.
- Review and timely response to the Charter School's annual independent audit.
- Identify at least one staff member as a contact person for the Charter School.
- Visit the Charter School at least annually.
- Ensure that the Charter School complies with all reports required of charter schools by law.
- Monitor the fiscal condition of the Charter School.
- Provide timely notification to the California Department of Education if any of the following circumstances occur:
 - A renewal of the charter is granted or denied.
 - The charter is revoked.
 - The Charter School will cease operation for any reason.

IX. CONTRACTED SERVICES

- A. At the discretion of HCOE, NUCS may procure operating services from HCOE at prices to be determined by HCOE. Such services may include purchasing, payroll, data processing, bookkeeping, accounting, food services, duplicating, legal, Co-op for Categorical Programs or other similar services HCOE provides to its own schools.
- B. NUCS shall retain the authority to contract with third parties for any services required to operate the Charter School in accordance with the law, this MOU, and the approved Charter.
- C. Additional services may be contracted by NUCS from HCOE if available pursuant to a separate written agreement between the Parties.
- D. NUCS has no authority to enter into a contract that would bind HCOE or extend

the credit of HCOE to any third person or party.

X. SPECIAL EDUCATION SERVICES/504

The following provisions govern the application of special education to NU-HCS students:

A. It is understood that all children will have access to NU-HCS and no student shall be denied admission due to disability.

- **Services**

- NU-HCS agrees to implement a Student Study Team process as a regular education function to monitor and guide referrals for special education services.
 - Any HCOE special education staff contracted to serve NU-HCS students will be under the supervision of the HCOE's Director of Special Education or designee.
 - NU-HCS retains the responsibility for evaluating any student attending the Charter School who may potentially be in need of special education and related services. If such evaluation establishes that the student is eligible for special education services, such services will be provided by the Charter School, or may be provided by HCOE or another school district in Humboldt County as a contracted service at the expense of NU-HCS by agreement of the parties.
 - Parents and guardians enrolling their child in NU-HCS shall be informed that, if their child requires special education services, NU-HCS is required to provide all special education services to the same degree any other public school is required to provide those services. This is true even if the IEP team determines the student requires a form of instruction that differs from non-classroom based independent study model used at NU-HCS. No special education student will be exited from NU-HCS on the basis that the student's IEP requires a service and/or placement that is not available at NU-HCS. NU-HCS recognizes that its employees cannot "counsel out" potential students who have special education needs, even if the students have needs that cannot be met without modification of the non-classroom-based independent study model.
- **Funding Provisions.** The parties agree that, pursuant to the division of responsibilities set forth in this MOU, NU-HCS has elected the status of a local educational agency ("LEA") under Education Code Section 47641(a) for the purposes of special education funding. Consistent with this, NU-HCS shall receive all state and federal special education funding allocated for charter school students through the SELPA for the delivery of special education and related services. NU-HCS will be solely responsible for any financial costs of services and responsibilities as set forth above in excess of that revenue amount. Service costs include all costs associated with special education and related services including, but are not limited to, direct instruction and support costs,

consultative services to NU-HCS staff, instructional assistants, transportation, specialized related services, assessments, self-contained classroom services, legal judgments, legal services used for complaints and/or due process procedures.

Until such time as NU-HCS is accepted into a SELPA as its own LEA, NU-HCS shall operate as a "School of the HCOE" and will be deemed a public school of the HCOE. In exchange for such support, the NU-HCS agrees to pay for a mutually agreed upon Supervisor of Special Education to provide oversight of NU-HCS's special education program. This independent Supervisor of Special Education will work with the NU-HCS Special Education Director to ensure that NU-HCS is in compliance with all relevant state and federal special education laws. The role of the Supervisor of Special Education will be limited to the minimum necessary to ensure NU-HCS is in compliance with relevant special education laws. The Supervisor of Special Education also will provide assistance to NU-HCS in applying for membership in a SELPA as its own LEA. NU-HCS will pay the Supervisor of Special Education's hourly rate/invoices directly. While a School of the HCOE, the HCOE will have the authority to require employees of NU-HCS to attend special education trainings relevant to their job duties. Any costs of said trainings will be borne by NU-HCS. Additionally, NU-HCS will pay any special education liability arising out of NU-HCS, including full payment of any related attorneys' fees and/or settlements. NU-HCS's attorney will represent NU-HCS in any special education litigation, including any due process complaints, and the HCOE may retain their own counsel, paid by NU-HCS, if named in said litigation. If the HCOE is named in any special education litigation, the HCOE's counsel has the authority to settle the case, with any settlement paid for by NU-HCS. Once NU-HCS is accepted into a SELPA as its own LEA, this provision will be inapplicable.

B. SECTION 504 AND THE ADA

NU-HCS shall be solely responsible, at its own expense, for compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act ("ADA") with respect to eligible students.

C. SERVICES

- **SELPA Policy:**
NU-HCS special education procedures, services and programs will be conducted in accordance with SELPA policies. If SELPA policies are in conflict with the NU-HCS charter petition or this MOU, SELPA policies shall take precedence.
- **Identification and Referral:**
NU-HCS will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have,

exceptional needs. These policies and procedures will be in accordance with California law and Humboldt-Del Norte SELPA policy. NU-HCS is solely responsible for obtaining the cumulative files, prior and/or current Individualized Education Programs (“IEP”) and other special education information on any student enrolling in the school.

- **Assessment:**
NU-HCS shall make the determination as to what assessments are necessary, including assessments for all referred students, annual assessments and tri-annual assessments in accordance with applicable law.
- **Individualized Education Program:**
NU-HCS is responsible for arranging necessary IEP meetings in accordance with applicable law and shall be responsible for having the designated representative of the Charter School in attendance at IEP meetings in addition to representatives who are knowledgeable about the regular education program at NU-HCS. This responsibility includes offering a 30-day interim IEP placement to students who enroll in NU-HCS from another SELPA, and making an offer of FAPE within 30 days of enrollment. Students enrolling in NU-HCS from within the same SELPA should have their last agreed-upon IEPs implemented within a reasonable time of enrollment.
- **Eligibility and Placement:**
Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the responsibility of the IEP team. Team membership shall be in compliance with state and federal law and shall include the designated representative of NU-HCS (or designee).
- **Educational Services and Programs:**
To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than NU-HCS staff, NU-HCS is responsible for providing and/or arranging for such services, at its expense.
- **Parent Concerns:**
NU-HCS shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to Charter School staff. Charter School staff shall then respond to and address the parent/guardian concerns.
- **Complaints:**
NU-HCS shall provide information on Uniform Complaint Procedures to all students, parents and staff and shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education.
- **Due Process Hearings:**

NU-HCS may initiate a due process hearing on behalf of a student enrolled in the Charter School as the Charter School determines is legally necessary to meet an LEA's responsibilities under federal and state law. NU-HCS shall defend any due process hearing brought by a student enrolled in the Charter School. In the event that NU-HCS determines that legal counsel representation is needed, the Charter School shall be responsible for the separate costs of its legal counsel.

- **SELPA Activities and Meetings:**
NU-HCS shall represent itself at all SELPA meetings. To the extent that HCOE and/or the SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to NU-HCS staff.
- **School District of Residence:**
NU-HCS shall be responsible for providing all services under this MOU to all students of the Charter School regardless of their school district of residence.
- **Federal Maintenance of Effort Requirement**
NU-HCS is responsible for maintaining the required level of special education expenditures from one year to the next to satisfy federal Maintenance of Effort for the Charter School special education program as a separate calculation from that of HCOE, and any penalties resulting from non-compliance will be borne in entirety by NU-HCS.
- **Contracted Services:**
If needed due to limited special education staff, NU-HCS may contract with HCOE, other school districts, companies, or organizations to serve Charter School students. All contracted staff must be qualified to provide the contracted services.

XI. REPORT ON THE EDUCATIONAL PROGRAM

NU-HCS shall furnish to HCOE an annual LCAP. The report shall provide HCOE with an assessment of how each component of the educational program has been met, school progress on state and local performance indicators as reported in the California School Dashboard, and indicate any planned changes to the educational program for the next school year. The annual report shall be provided to HCOE on or before June 30.

XII. INSURANCE AND RISK MANAGEMENT

- A. NU-HCS will, at its own expense, procure from an insurance carrier, with an AM BEST rating no less than A+, licensed to do business in the State of California, and keep in full force during the term of the charter, its own insurance policies for the

operation of the charter school, including but not limited to general liability, automobile liability, property, health and welfare, and errors and omission policies. Policy types and amounts will be commensurate with the recommendations of amounts and types by HCOE's insurer for a school of similar type and size in the area, but should reflect at least the following insurance coverage:

- *Property Insurance* – for replacement value, including coverage for all assets listed in the Charter School's property inventory and consumables. The School Director shall maintain an annual inventory list of all NU-HCS non-consumable goods and equipment valued over \$500 for the insurer.
- *General Liability* – At least \$5,000,000 per occurrence in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability of the Charter School, its governing board, officers, agents, employees, or students. Should NU-HCS secure coverage through the North Coast Schools Insurance Group (NCSIG), the deductible per occurrence for said insurance shall not exceed \$1,000 for property and \$1,000 for liability for any and all losses resulting from negligence, errors and omissions of the charter school, its governing board, officers, agents, employees, or students. Should NU-HCS secure coverage with another provider, NU-HCS may arrange a deductible of \$1,000 for general liability exposures.
- *Workers' Compensation and Employers' Liability*– In accordance with the provisions of the California Labor Code, insurance adequate to protect the Charter School from claims under Workers' Compensation Acts which may arise from its operation, with coverage no less than the required statutory limits for the state of California. NU-HCS will provide HCOE a waiver of subrogation endorsement.
- *Automobile Liability* – Covering hired, owned and non-owned vehicles in an aggregate amount not less than \$5,000,000.

Additional insurance may also be obtained by NU-HCS as necessary or required by law. NU-HCS and HCOE shall agree upon appropriate insurance amounts and types by April 1st annually.

- B. HCOE shall be named as an Additional Insured under all insurance policies including general liability and automobile liability insurance policies carried on behalf of the charter school.
- C. NU-HCS shall provide HCOE with certificates of insurance annually on July 1st of each year or as needed upon request by HCOE.
- D. NU-HCS will make no changes in coverage without 90 days prior notification to HCOE.

- E. The Charter School will instruct the insurance carrier(s) to inform HCOE immediately if the coverage becomes inoperative for any reason. HCOE may request to see evidence of insurance coverage during site visits.
- F. NU-HCS shall establish and supervise a risk management program. This program shall conform to every extent practical to the North Coast Schools Insurance Group (NCSIG) risk management policies and guidelines. NCSIG, or other identified carriers, policies and practices will be reviewed annually with staff and upon employment of new staff. Report of the risk management program operation shall be submitted to HCOE not later than October 31. The components of the report should include the Designated Safety Person and provide documentation that the following are in place. This list includes but is not limited to the following:
1. Injury Illness Prevention Plan
 2. Blood borne Pathogen Training
 3. Hazard Communication Program
 4. Emergency Response Plan
 5. Documentation of Employee Safety Training
 6. Annual Safety Inspections
 7. AHERA Management Plan
 8. Mandatory Reporter Training
 9. OSHA Training
 10. Sexual Harassment Training

XIII. UNIFORM COMPLAINT PROCEDURE

NU-HCS will be responsible for establishing and maintaining a Uniform Complaint Procedure in compliance with Title 5 of the California Code of Regulations, commencing with section 4630. This policy will be distributed annually to all employees, students and to parents/guardians annually and at the time of student enrollment. All written complaints involving discrimination and/or violations of state and/or Federal law should be resolved via the Uniform Complaint Process. Except in the instance of complaints that allege student safety issues, or other matters which constitute possible grounds for charter revocation, HCOE will promptly refer all complaints it receives back to the Charter School for investigation and processing. The Charter School will forward to HCOE a copy of each complaint which has been filed and acted upon by the NUCS Board of Directors.

XIV. CONFORMANCE TO CHARTER

The Board of Directors of NUCS shall be responsible for operating the Charter School in conformance with the provisions of its charter and this MOU, as well as in conformance with state and federal law.

XV. INDEMNIFICATION CLAUSE

NU-HCS shall defend, hold harmless, and indemnify HCOE, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of NU-HCS, its employees, agents, subcontractors, independent contractors, consultants or other representatives, with the exception of any liabilities, claims, demands, costs, losses, damages, or expenses caused by the action or inaction of HCOE. In cases of such liabilities, claims, or demands, the Charter School at its own expense and risk shall defend all legal proceedings which may be brought against it and/or HCOE, its officers and employees, and satisfy any resulting judgments up to the required amounts that may be rendered against any of them.

XVI. FERPA: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

NU-HCS hereby designates the employees of HCOE as having a legitimate educational interest such that they are entitled access to education records under FERPA. The Charter School, its officers and employees shall comply with FERPA at all times. Records will, at a minimum, include emergency contact information, health and immunization data, attendance summaries, and academic performance data from the statewide student assessments required pursuant to Education Code Section 60605.

XVII. PUBLIC RECORDS ACT

NU-HCS understands and agrees to comply with the Public Records Act (Government Code Section 6250 et seq.) as well as Education Code Section 47604.3.

XVIII. GENERAL REPORTING REQUIREMENTS

NU-HCS agrees to comply with all reports required of charter schools by law and to provide a copy of each such report to HCOE upon submission. NU-HCS shall promptly respond to all reasonable inquiries from HCOE or the State Superintendent of Public Instruction.

XIX. PUPIL TRANSPORTATION

NU-HCS shall be responsible for providing, at its own expense, any transportation offered to students who enroll in the Charter School. NU-HCS may choose to provide this service by contracting with HCOE or with another school district or other properly credentialed and qualified party, at the expense of the Charter School by agreement between the parties.

XX. LEGAL

- A. NU-HCS will be responsible for procuring its own legal counsel and the costs of such service. However, nothing in the MOU would preclude HCOE's legal counsel from providing service to NU-HCS without charge if mutually agreed thereto.
- B. With respect to its operations under this Agreement, NU-HCS shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend HCOE, its officers, directors, and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs including, without limitation, attorney's fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors, or omissions of NU-HCS or its officers, employees, agents, and consultants under this Agreement, excepting only those claims, demands, actions, suits, losses, liability expenses, and costs caused by the sole negligence or willful misconduct of HCOE, its officers, directors, and employees. HCOE shall be named as an Additional Insured under all insurance carried on behalf of NU-HCS. NU-HCS shall provide written confirmation of insurance for each school year and HCOE named status on or before June 1 of each year. The parties recognize that NU-HCS cannot operate if it does not have insurance as required by this Agreement at all times of operation.
- C. Jurisdiction: The parties agree that for all legal action the appropriate jurisdiction is Humboldt County, State of California.
- D. In accordance with state law, HCOE may decide to designate a representative to attend the governing board meetings of NUCS. Neither attendance nor participation in such meetings shall act or be interpreted as approval or action by HCOE. Regardless of such appointment and participation, HCOE and NU-HCS remain separate legal entities.
- E. General Reporting Requirement: In addition to providing the reports specified in this agreement, NU-HCS agrees to provide, within five (5) business days, any further reports that may be required by HCOE to comply with HCOE's statutory obligations. In addition, NU-HCS agrees to comply with all reports required of charter schools by law and to provide a copy of each such report to HCOE upon submission.

XXI. STATEMENT OF FACTS ROSTER

It shall be the sole responsibility of NUCS to file, and update as required, the "Statement of Facts Roster of Public Agencies," as required by Government Code Section 53051. During operation, the current Statement of Facts Roster shall be submitted to HCOE by October 31 each year. It shall also be the sole responsibility of NUCS to file an amendment to the Statement of Facts within 10 days after a change in any of the required information, e.g., legal name and mailing address of the corporation, name and residence or business address of each member of the Board of Directors, and name, title and residence or business address of the presiding officer. In addition to submission to the County Clerk and Secretary of State, an amendment to the Statement of Facts will also be submitted to HCOE within 10 days after the change.

XXII. SEVERABILITY

The terms of this MOU are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of this MOU shall remain in effect, unless mutually agreed otherwise by HCOE and NU-HCS. HCOE and NU-HCS agree to meet to discuss and resolve any issues or differences relating to provisions in a timely, good faith fashion.

XXIII. NONDISCRIMINATION

The parties recognize and agree that NU-HCS shall not charge tuition, shall be nonsectarian and shall be open to all students regardless of characteristics listed in Education Code Section 220, and those provisions of non-discrimination shall apply as well to employment.

XXIV. NOTIFICATION

All notices, requests, and other communications under this MOU shall be in writing and mailed to the proper addresses as follows:

To HCOE at: Chris Hartley, Ed.D., Superintendent
901 Myrtle Avenue
Eureka, California 95501

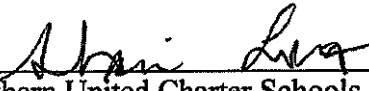
To NU-HCS at: Shari Lovett, Director
2120 Campton Road, Suite H
Eureka, California 95503

XXVIII. ENTIRE AGREEMENT

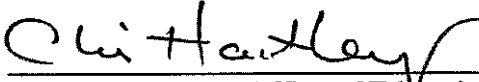
This MOU contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in

this MOU. The parties further recognize that this MOU shall only be modified in writing by the mutual agreement of the parties.

Dated: 5/18/18


Northern United Charter Schools
School Director
Title

Dated: 5-18-18


Humboldt County Office of Education
Humboldt County Superintendent of Schools
Title

Approved and ratified this 16th day of May, 2018 by the Humboldt County Board of Education of HUMBOLDT COUNTY OFFICE OF EDUCATION by the following vote:

AYES: 4 NOES: ABSTAINS: ABSENT: 1

Certification by the Superintendent of Schools/Ex Officio Secretary to the Humboldt County Board of Education:


Chris Hartley, Humboldt County Superintendent of Schools

Agenda Item 9.
ADMINISTRATION

Subject:

9.2 2018-2019 Memorandum Of Understanding (MOU) between NU-SCS and Siskiyou County Office of Education

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Charter schools and their authorizers enter into an MOU, or agreement, to accompany the charter petition. The MOU spells out the specific expectations for each party. MOUs include details regarding the terms of the charter, governance and management, facilities, fiscal reporting, state accountability, annual audits, dispute resolution, etc.

Fiscal Implications:

NU-SCS will pay SCOE \$ which is equal to the statutory 1% legally allowed as an oversight fee for authorizers.

Contact Person/s: Shari Lovett

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into between the Siskiyou County Office of Education ("SCOE"), the Siskiyou County Board of Education ("SCBE"), and Northern United - Siskiyou Charter School (the "School"). Hereinafter, the Siskiyou County Office of Education, Siskiyou County Board of Education, and the Northern United - Siskiyou Charter School shall be collectively referred to as "the parties."

PURPOSE OF MEMORANDUM OF UNDERSTANDING

The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act"), authorizing the creation of charter schools with the intent that the charter schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

The Act authorizes the county board of education to grant charter petitions under specified circumstances. The Siskiyou County Board of Education has authorized the Northern United - Siskiyou Charter School charter for a two-year period beginning July 1, 2018, through June 30, 2020, pursuant to the Act, and by doing so, is the authorizing agency of the School. The Siskiyou County Board of Education assigned the SCOE as the administrative designee for administration and oversight.

The fundamental interest of the SCOE is, on a continuing basis, to be reasonably assured that the School is:

- Implementing the provisions of the charter petition as approved.
- Obeying all requirements of federal, state, and local law that apply to the School, including complying with all reports required of charter schools by law.
- Being operated prudently in all respects and in sound fiscal condition.
- Providing a sound education for all of its students.

The parties recognize that there are many matters related to the operation of the School, and to the effective oversight of the School, which go beyond the provisions included in the School's charter. SCOE also acknowledges that the day-to-day operation of the School is appropriately carried out by the faculty and staff of the School. This MOU is intended to address those matters that have not been covered in the charter and to provide guidance on the oversight policies and procedures of SCOE.

Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

TERM OF MEMORANDUM OF UNDERSTANDING

This MOU, provided it is fully executed by all parties, shall cover the term of the charter: two (2) fiscal years commencing on July 1, 2018, and ending on June 30, 2020. This MOU is subject to termination during the term or during any subsequent renewal of the charter as specified by law or as otherwise set forth in this MOU.

Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties.

1. The duly authorized representatives of the School are the Board of Directors president, the School Director, and/or designee.
2. The duly authorized representative of the SCOE is the County Superintendent of Schools and/or designee. The SCOE hereby designates the County Superintendent of Schools as the contact person for the School.

This MOU may be reviewed at least annually. Revisions to the MOU proposed by the School will be submitted by the School's authorized representatives any time before February 1 annually, or at such time as may be requested by the SCOE. In the case of mid-year changes in laws applicable to charter schools, the SCOE reserves the right to request mid-year modifications to this MOU. Such modifications, if agreed upon, will be included as addendums to the MOU or will be incorporated into it. Failure to reach agreement on changes in the MOU required by such mid-year changes in laws may result in termination of the MOU and, if the SCOE determines that the School is out of compliance with such changes in laws, could lead to revocation of the charter through the process specified in Education Code Section 47607(c) and its implementing regulations. The approved MOU (including any addendums) will continue unless modified and agreed to in writing. This MOU will automatically expire upon the expiration or revocation of the charter.

TERM OF CHARTER

The School is a public school that is operating pursuant to its charter. The charter is initially granted with conditions of opening and operation by the Siskiyou County Board of Education on February 21, 2018 and will commence opening July 1, 2018.

The School is known as Northern United - Siskiyou Charter School. The School serves grades Transitional Kindergarten through 12th and will have an approximate enrollment of 160 students, in the 2018-2019 school year.

If any proposed provision of the MOU is not consistent with the charter, the School and the SCBE shall collectively agree to modifications of the MOU or of the charter to bring about alignment. If any necessary modifications to the charter are material, the proposed modifications will be submitted to the SCBE for approval.

Future renewal of the charter shall be based on compliance with the terms set forth in this MOU, the charter, applicable requirements of the Education Code ("EC"), and applicable state regulations. The SCBE shall review all materials submitted in accordance with SCBE policy and this MOU, including the continued fiscal viability of the School and its compliance with any annual audit issues. Review of the charter shall also be in accordance with state law, and as described under Section 4.3 of this MOU. The SCBE reserves the right to approve amendments to the charter and/or revoke the charter as specified in EC section 47607.

Governance and Organizational Management

The School is operated as a California Non-Profit Public Benefit Corporation. Pursuant to Education Code section 47604, subdivision (c), the School is a separate legal entity and neither the Siskiyou County Board of Education nor the SCOE are liable for the debts and obligations of the School or for claims arising from the performance of acts, errors, or omissions by the School, provided SCBE and SCOE perform their statutorily mandated oversight responsibilities. The

Siskiyou County Board of Education reserves the right to appoint a representative to the corporation's Governance Council, in accordance with EC section 47604(b). The School will use all apportionment revenue received from state and federal sources only for the educational services specified in the charter and this MOU for the benefit of the students enrolled and attending the School.

Material Revisions to Charter

Changes to the charter deemed to be material revisions may not be made without approval from SCBE. Amendments to the charter considered to be material revisions include, but are not limited to, the following:

- Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
- Adding a classroom-based program.
- Addition or deletion of grades or grade levels to be served.
- Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for annual student testing purposes shall be exempted from this provision.
- Admissions requirements and procedures.
- Governance structure, including but not limited to: changes in number of Board of Directors members, method by which new Board of Directors members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval.

Supervisory Oversight

The SCOE and the School agree that supervisory oversight as used in Education Code sections 47613 and 47604.32 shall include activities related to monitoring the performance and compliance of the School with respect to the terms and conditions of its charter, this MOU and all applicable laws, including at least one visit by SCOE to the School annually. For such supervisory oversight, an amount will be paid by the School pursuant to Education Code section 47613, which will be 1% of the School's general purpose entitlement as defined in Education Code section 47632, subdivision (a). The School and SCOE agree that such amount represents the actual cost of SCOE's supervisory oversight. Payment to the SCOE shall be on an annual basis. SCOE invoices shall not be required to contain itemized documentation of staff time spent on School issues.

The School shall notify the County Superintendent of Schools of any significant changes in the operations or status of the School as soon as practical, but in no event later than thirty (30) days after the School has knowledge of the change or impending change. Significant changes include (but are not limited to):

- (a) Any change in contact information, such as phone numbers, fax numbers, etc.;
- (b) Any change in School officers and Board of Directors members, including the senior employee responsible for School operations (i.e., the School Director); and
- (c) Being named as a party in any litigation, including court and administrative proceedings.

The School shall, pursuant to Education Code section 47604.3, promptly provide the SCOE with all requested information and records, including pupil records protected by the Family Educational Rights and Privacy Act ("FERPA"), or any other information not generally available to the public,

to the extent allowable under applicable law. The School and SCOE agree that SCOE is an authorized educational agency for reviewing pupil records from the School.

Annual Audit

In accordance with EC section 47605(m), by December 15th of each year, the School will submit an annual independent financial audit to the State Controller's Office, the SCOE, the Siskiyou County Board of Education, and the California Department of Education. One factor for the School to receive a favorable recommendation for renewal is that, for any findings or exceptions identified in each annual audit, corrective action plans must have been implemented in a timely manner, such that there are no continuing prior year findings or deficiencies that are identified in the following year. The audit must be reviewed and approved by the School's Board of Directors

The audit will be conducted by an auditor from the list approved by the State Controller and be mutually agreeable to the SCOE and the School (such agreement shall not be unreasonable withheld).

In addition to the School's financial statements, the audit will include, as applicable, but not be limited to:

- Contemporaneous records of attendance
- Nonclassroom-based instruction/independent study

Evaluation of the Educational Program/General Operation

The School shall furnish to the SCOE written documentation that addresses evaluation of its educational program and general operation. This documentation shall include:

- NU-SCS Board of Directors Minutes and Meeting Documents including:
 - Monthly Spending Reports
 - Data regarding numbers of staff, their qualifications and verification of credentials.
 - LCAP and Annual update, as required by the state
 - Summary data from annual student/parent satisfaction survey
 - Policies established by the Governance Council
 - ADA (Average Daily Attendance) reports J18/19
 - SARC (School Accountability Report Card)
 - Annual certification in accordance with the County's Board Policy BP 0420.4(j).

The Annual Certification shall be due to the SCOE by December 15th.

The School participates as a local educational agency ("LEA") in the Siskiyou County Special Education Local Plan Area ("SELPA"). Compliance with SELPA policies and practices shall be considered as a factor in renewing the charter.

The School will enroll students who reside in Siskiyou County and will not enroll students who reside in any other county. The Charter School is a countywide charter operating pursuant to Education Code section 47605.6. Consistent with that provision of law, the Charter School shall only operate facilities within the boundaries of Siskiyou County, as identified in its petition. If the Charter School wishes to operate a facility within the county not identified in the charter petition, it shall seek a material revision of the charter consistent with Education Code section 47605.6(a)(3). The Charter School expressly acknowledges that it may not operate a location outside the boundaries of the county, including under Education Code section 47605.1(c).

Fiscal Oversight

1. The School shall be financially self-sufficient and shall operate at no cost to the Siskiyou County Board of Education or the SCOE. The School shall be responsible for all costs associated with the physical and instructional operation of the School.
2. The School, pursuant to Education Code section 47604.33, shall file the following reports with the SCOE:
 - A. Annual Preliminary Budget – No later than July 1.
 - B. Interim Reports – On or before December 15 for period ending October 31, and, on or before March 15 for period ending January 31.
 - C. Unaudited Reports – On or before September 15 for full prior year, including an annual statement of all the School's receipts and expenditures for the preceding fiscal year.
3. The School will maintain all financial reports in the format to facilitate Standardized Account Code Structure ("SACS") software reporting. This will allow for ease of transferring data at year-end to the California Department of Education and uploading it to the SELPA Maintenance of Effort reporting process.
 - A. As a practice of fiscal solvency, the School shall maintain an economic uncertainty reserve within its budget of \$66,000 or 5% of its expenditures, whichever is greater.
4. The School, as a direct-funded charter school, shall receive State funding directly. Funding shall be deposited in the School's account with the Siskiyou County Treasurer.
5. The SCOE will monitor the expenditure process within its oversight responsibility.
6. The School will purchase business services from the SCOE. As such, the School shall provide quarterly financial reports to its Board of Directors.
7. The School shall maintain its own federal identification number for payroll tax, W-2 and 1099 reporting. The SCOE shall not be responsible for any of these requirements.
8. The School is responsible for and will pay for property, liability, unemployment and workers' compensation insurance and will provide the SCOE with evidence of such coverage on at least an annual basis and also upon any change to such policies. Any changes in coverage must be reported to the SCOE within ten (10) days of such change. The School shall name the SCOE as an additional insured entity on its liability policy. Such policy shall also provide that SCOE shall receive thirty (30) days' prior notice of any cancellation or reduction in such coverage.
9. The School shall maintain legal counsel separate from the Siskiyou County Board of Education and the SCOE, and shall pay for such legal expenses.
10. Attendance for the School shall be consistent with the requirements of the Education Code, and the School shall file the P1, P2, and Annual Attendance reports within the due dates established by the California Department of Education.

11. The School will maintain an adopted comprehensive conflict of interest policy, which warrants that the policy and the School's practices comply with applicable conflict of interest laws. The School shall be subject to the Public Records Act.
12. The School shall be recognized as a separate LEA for all SELPA activities. The Siskiyou County Board of Education and the SCOE shall not be responsible for the School's special education encroachment or other special education costs.
13. The School shall provide the SCOE with any proposed loan repayment plan and must notify the Siskiyou County Board of Education of any loans.

Insurance

General Liability, Sexual Abuse or Molestation, Errors & Omissions, and Employment Practices Liability

The Charter School, at its expense, shall procure and maintain throughout the term of this Agreement, General Liability, Errors and Omissions, Sexual Abuse or Molestation, and Employment Practices Liability with a minimum per occurrence limit of \$15,000,000 and the deductible/self-insurance retention shall not exceed \$10,000. Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Insurance shall include coverage for claims against the Charter School, it's elected or appointed officials, employees, agents, volunteers and students (interns while acting on behalf of the Charter School).

The policy or policies shall name as additional insured/additional covered party Siskiyou County Office of Education; it's elected or appointed officials, employees, agents and volunteers. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance or activities by the Charter School under this Agreement or the Charter School's use of the Premises, and that any insurance procured by the District, it's elected or appointed officials, employees, agents and volunteers shall be excess of the Charter School's insurance and shall not contribute with it.

Any insurance proceeds available to the Charter School that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the Siskiyou County Office of Education as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the boarder coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

Automobile Liability

Charter School shall maintain automobile liability insurance, including non-owned and hired coverage with a minimum per accident limit of \$15,000,000 for any injuries to persons (including death therefrom) and property damage in connection with the Charter School's activities under this Agreement.

Property Insurance

Siskiyou County Office of Education is not responsible for real or personal property losses suffered by the Charter School; it's elected or appointed officials, employees, agents, volunteers or students. Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building improvements and any real property/buildings owned by the Charter School.

Charter School shall be solely responsible for obtaining adequate property insurance for Charter School's personal property, building improvements and any real property/buildings owned by the Charter School while located on the Premises or elsewhere. Siskiyou County Office of Education is not responsible for real or personal property losses suffered by the Charter School; it's elected or appointed officials, employees, agents, volunteers or students.

Workers' Compensation

Charter School is to procure and maintain, for the duration of this Agreement, Workers' Compensation insurance against claims for injuries to the Charter School's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

Bond/Crime Insurance

The Charter School shall purchase and hold fidelity bond coverage or employee dishonesty/theft insurance with a minimum limit of \$1,000,000 to cover all school employees. The bond/policy deductible shall not exceed \$5,000.

Proof of Insurance

Charter School shall annually furnish Siskiyou County Office of Education with original certificates and amendatory endorsements affecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by Siskiyou County Office of Education before commencement of any activities under this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. Siskiyou County Office of Education reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

Risk Management

The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences.

Legal Relationship

Pursuant to its Charter and Education Code section 47604, the Charter School is operated by a non-profit public benefit corporation and is a separate legal entity from Siskiyou County Office of Education. As such, Siskiyou County Office of Education shall not be liable for the debts or

obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. It is agreed that it is the parties' intent that Siskiyou County Office of Education shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of Siskiyou County Office of Education.

Indemnification Clause

The School shall defend, hold harmless, and indemnify the SCOE, the Siskiyou County Board of Education, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its services hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the School, its employees, agents, subcontractors, independent contractors, consultants or other representatives, with the exception of any liabilities, claims, demands, costs, losses, damages, or expenses caused solely by the action or inaction of the SCOE and/or the SCBE.

Miscellaneous

Each of the parties acknowledges and agrees that this MOU is to be construed as a whole according to its fair meaning and not in favor of nor against any of the parties as drafter or otherwise.

Any action or proceeding by any party to enforce the terms of this MOU shall be brought solely in the Superior Court of the State of California for the County of Siskiyou.

This MOU shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this MOU and nullified. In the event of a conflict between the charter petition and this MOU, the terms of this MOU shall prevail and shall be deemed an amendment to the charter petition, replacing any conflicting terms therein.

In witness whereof, the School, SCBE, and SCOE have entered into this Agreement as of February 14, 2018.

Kermith R. Walters 5/29/18
Kermith R. Walters, County Superintendent *DP* Date Signed
Siskiyou County Office of Education

Shari Lovett 6/12/18
Shari Lovett, Director Date Signed
Northern United - Siskiyou Charter School

Agenda Item 9.
ADMINISTRATION

Subject:

9.3 2018-2019 California Commission on Teacher Credentialing (CCTC) Declaration of Need for NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Due to the statewide teacher shortage, many opportunities are being opened for people without teaching credentials to obtain the qualifications necessary to become a teacher. When a charter school or district anticipates it will be unable to find a fully qualified candidate, it must complete and submit to CCTC a Declaration of Need. This form requires board approval and must be re-submitted annually.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018/2019

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Northern United-Humboldt Charter School District CDS Code: 12-10124-0137364

Name of County: Humboldt County County CDS Code: 12-00000-0000000

By submitting this annual declaration, the district is certifying the following:


- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06/27/2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Shari Lovett  Director
Name Signature Title

707-445-2430 707-445-2660 x110 06/27/2018
Fax Number Telephone Number Date

2120 Campton Rd. Suite I Eureka, CA 95503
Mailing Address

slovett@nucharters.org
E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	2 _____
Bilingual Authorization (applicant already holds teaching credential)	_____ _____
List target language(s) for bilingual authorization:	

Resource Specialist	_____ _____
Teacher Librarian Services	_____ _____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	1
Special Education	
TOTAL	2

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We are too small of a district

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.

CalState TEACH

If no, explain why you do not participate in an internship program.

Agenda Item 9.
ADMINISTRATION

Subject:

9.3 2018-2019 California Commission on Teacher Credentialing (CCTC) Declaration of Need for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Due to the statewide teacher shortage, many opportunities are being opened for people without teaching credentials to obtain the qualifications necessary to become a teacher. When a charter school or district anticipates it will be unable to find a fully qualified candidate, it must complete and submit to CCTC a Declaration of Need. This form requires board approval and must be re-submitted annually.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018/2019

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Northern United-Siskiyou Charter School District CDS Code: 47-10470-0137372

Name of County: Siskiyou County County CDS Code: 47-00000-0000000

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 27 / 2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Shari Lovett *Shari Lovett* Director
Name Signature Title

707-445-2430 707-445-2660 x110 06/27/2018
Fax Number Telephone Number Date

2120 Campton Rd. Suite I Eureka, CA 95503
Mailing Address

slovett@nucharters.org
Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS •

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization:	

Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	1
Special Education	
TOTAL	2

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. We are too small of a district

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.

CalState TEACH

If no, explain why you do not participate in an internship program.

Agenda Item 9.
ADMINISTRATION

Subject:

9.5 2018-2019 Northern United Charter Schools Director Contract

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

The School Director's contract is negotiated in closed session but must be approved in open session. During the Closed Session of the May Board Meeting the Board negotiated an agreement with Shari Lovett as School Director for the 2018-2019 school year. The attached one-year contract for this position requires ratification.

Fiscal Implications:

\$112,000 annual salary and cost of same employer-paid health and welfare benefits as other full time certificated employees of the Charter Schools.

Contact Person/s: Shari Lovett

Agenda Item 9.
ADMINISTRATION

Subject:

9.6 Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer for NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

In order to join the join a self-insured JPA for Workers' Compensation Liabilities, the School must complete an application and resolution and submit both to the Department of Industrial Relations.

Fiscal Implications:

Unknown at this time.

Contact Person/s: Shari Lovett, Tammy Picconi

Agenda Item 9.
ADMINISTRATION

Subject:

9.7 Resolution for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer for NU-HCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

In order to join the join a self-insured JPA for Workers' Compensation Liabilities, the School must complete an application and resolution and submit both to the Department of Industrial Relations.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Tammy Picconi

State of California
Department of Industrial Relations
Office of Self-Insurance Plans
11050 Olson Drive, Suite 230
Rancho Cordova, Ca. 95670
Phone (916) 464-7000
Fax (916) 464-7007



State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**
All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

LEGAL NAME OF APPLICANT (Show exactly as on Charter or other official documents):

Northern United Charter Schools DBA Northern United - Humboldt Charter School

Address: 2120 Campton Road, Suite H

City: Eureka State: CA Zip + 4: 95503 - 8209

Federal Tax ID # of Group: 82-5002004

CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:

Name: Stacy Lane Title: Executive Director

Company Name: North Coast Schools Insurance Group

Address: 901 Myrtle Avenue

City: Eureka State: CA Zip + 4: 95501 -

Phone: (707) 445-7126 E-Mail: slane@hcoe.org

TYPE OF PUBLIC ENTITY (Check one):

- City and/or County
- School District
- Police and/or Fire District
- Hospital District
- Joint Powers Authority
- Other (describe): Public Charter School

TYPE OF APPLICATION (Check one):

- New Application
- Reapplication (Merger/Unification)
- Reapplication (Name Change)
- Other (describe):

Date Self-Insurance Program will begin: 07/01/2018

CURRENT WORKERS' COMPENSATION PROGRAM

- Currently Insured with State Fund Policy # _____ Expiration Date: _____
- Currently Self Insured, Certificate # _____
- Other (describe): This is a brand new entity.

CLAIMS ADMINISTRATION

Who will be administering your agency's workers' compensation claims? (Check one)

- JPA will administer
- Third Party Administrator, TPA Certificate # 062
- Public entity will self-administer
- Insurance Carrier will administer

Name of Third Party Administrator:

Name: Jessica Blakiston Title: Claims Manager

Company Name: Keenan

Address: 626 H Street

City: Eureka State: CA Zip + 4: 95501 - _____

Phone: (707) 268-1611 E-Mail: jblakiston@keenan.com

of claims reporting locations to be used to handle Agency's claims: 1

Does applicant currently have a California Certificate of Consent to Self-Insure? Yes No

If yes, what is the current Certificate Number: _____

Total Number of Affiliate's California employees to be covered by Group: _____

AGENCY EMPLOYER

Current # of Agency Employees: 70 # of Public Safety Employees (police/fire): 0

If school District, # of certificated employees: 39

Will all Agency employees be covered by this self-insurance plan? Yes No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

Yes No (If 'yes', complete the following)

Effective date of JPA Membership: 07/01/2018 JPA Certificate # 5510

Name of JPA: North Coast Schools Insurance Group/PIP

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? Yes No

Individual responsible for Agency workplace safety and IIPP program:

Name: Lynda Speck Title: Personnel Coordinator

Company Name: Northern United Charter Schools

Address: 2120 Campton Road, Suite I

City: Eureka State: CA Zip + 4: 95503 - 8209

Phone: (707) 445-2660 E-Mail: lspeck@nuarters.org

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: Protected Insurance Program for Schools (PIPS)

Policy #: N/A Effective Date of Coverage: 07/01/2018

Retention Limits: \$0 - Unlimited

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION FROM GOVERNING BOARD

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X _____

DATE: 06/27/2018 _____

SIGNED: Authorized Official / Representative

Shari Lovett

Printed Name

School Director

Title

Northern United Charter Schools

Agency Name

RESOLUTION NO.: NU-HCS-2018-02 DATED: 06/27/2018

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Board of Directors
(Enter Name of the Board)

of the Northern United Charter Schools
(Enter Name of Public Agency, District, Etc.)

a non-profit corporation charter school organized and existing under the
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the 27 day of June, 2018,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: 06/27/2018

SIGNED: Board Secretary or Chair

Jere Cox

Printed Name

Board President

Title

Northern United Charter Schools

Agency Name

Affix Seal Here

Agenda Item 9.
ADMINISTRATION

Subject:

9.8 Application for Certificate of Consent to Self-Insure as a Public Agency Employer Self-Insurer for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

In order to join the join a self-insured JPA for Workers' Compensation Liabilities, the School must complete an application and resolution and submit both to the Department of Industrial Relations.

Fiscal Implications:

See item 9.10.

Contact Person/s: Shari Lovett, Tammy Picconi

Agenda Item 9.
ADMINISTRATION

Subject:

9.9 Resolution for Authorizing Application to Self-Insure Workers' Compensation Liabilities for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

In order to join the join a self-insured JPA for Workers' Compensation Liabilities, the School must complete an application and resolution and submit both to the Department of Industrial Relations.

Fiscal Implications:

See item 9.10.

Contact Person/s: Shari Lovett, Tammy Picconi

Agenda Item 9.



State of California
Department of Industrial Relations
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**
All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

LEGAL NAME OF APPLICANT (Show exactly as on Charter or other official documents):

Northern United Charter Schools DBA Northern United - Siskiyou Charter School

Address: 2120 Campton Road, Suite H

City: Eureka State: CA Zip + 4: 95503 -

Federal Tax ID # of Group: 82-5002004

CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:

Name: Tammy Picconi Title: CBO

Company Name: Northern United Charter Schools

Address: 2120 Campton Road, Suite H

City: Eureka State: CA Zip + 4: 95503 -

Phone: (707) 445-2660 E-Mail: tpicconi@nuarters.org

TYPE OF PUBLIC ENTITY (Check one):

- City and/or County
- School District
- Police and/or Fire District
- Hospital District
- Joint Powers Authority
- Other (describe): Public Charter School

TYPE OF APPLICATION (Check one):

- New Application
- Reapplication (Merger/Unification)
- Reapplication (Name Change)
- Other (describe):

Date Self-Insurance Program will begin: 07/01/2018

CURRENT WORKERS' COMPENSATION PROGRAM

- Currently Insured with State Fund Policy # _____ Expiration Date: _____
- Currently Self Insured, Certificate # _____
- Other (describe): This is a new entity.

CLAIMS ADMINISTRATION

Who will be administering your agency's workers' compensation claims? (Check one)

- JPA will administer
- Third Party Administrator, TPA Certificate # 025
- Public entity will self-administer Insurance Carrier will administer

Name of Third Party Administrator:

Name: Gallagher Bassett Services, Inc. Title: _____

Company Name: Gallagher Bassett Services, Inc.

Address: PO Box 2290

City: Gold River State: CA Zip + 4: 95741 - 2290

Phone: (916) 403-1735 E-Mail: _____

of claims reporting locations to be used to handle Agency's claims: 1

Does applicant currently have a California Certificate of Consent to Self-Insure? Yes No

If yes, what is the current Certificate Number: _____

Total Number of Affiliate's California employees to be covered by Group: _____

AGENCY EMPLOYER

Current # of Agency Employees: 30 # of Public Safety Employees (police//fire): 0

If school District, # of certificated employees: 17

Will all Agency employees be covered by this self-insurance plan? Yes No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

JOINT POWERS AUTHORITY

Will applicant be a member of a JPA for workers' compensation ?

Yes No (If 'yes', complete the following)

Effective date of JPA Membership: 07/01/2018 JPA Certificate # 5557

Name of JPA: California Charter Schools Joint Powers Authority, DBA CharterSAFE

AGENCY SAFETY PROGRAM

Does the Agency have a written Injury and Illness Prevention Program (IIPP)? Yes No

Individual responsible for Agency workplace safety and IIPP program:

Name: Lynda Speck Title: Personnel Coordinator

Company Name: Northern United Charter Schools

Address: 2120 Campton Road, Suite H

City: Eureka State: CA Zip + 4: 95503 - _____

Phone: (707) 445-2660 E-Mail: lspeck@nuarters.org

SUPPLEMENTAL COVERAGE

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: California Charter Schools Joint Powers Authority, DBA CharterSAFE

Policy #: SP 4048972 Effective Date of Coverage: 07/01/2018

Retention Limits: TBD

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy? Yes No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: _____

Policy #: _____ Effective Date of Coverage: _____

Retention Limits: _____

RESOLUTION FROM GOVERNING BOARD

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X _____

DATE: 06/27/2018 _____

SIGNED: Authorized Official / Representative

Shari Lovett

Printed Name

School Director

Title

Northern United Charter Schools

Agency Name

RESOLUTION NO.: NU-SCS-2018-01 DATED: 06/27/2018

**A RESOLUTION AUTHORIZING APPLICATION
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Board of Directors
(Enter Name of the Board)

of the Northern United Charter School
(Enter Name of Public Agency, District, Etc.)

a non-profit corporation charter school organized and existing under the
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the 27 day of June, 2018,

the following resolution was adopted:

RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X _____ DATE: 06/27/2018
SIGNED: Board Secretary or Chair

Jere Cox

Printed Name

Board President

Title

Northern United Charter Schools

Agency Name

Affix Seal Here

Agenda Item 9.
ADMINISTRATION

Subject:

9.10 2018-2019 Agreement and Bylaws for Charter Safe for NU-SCS

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

Charter Safe's proposal is for a Property and Liability Package and a Workmans' Compensation and Employer's Liability Package. This is the same charter school insurance company that Mattole Valley Charter School used for the last several years in operation.

Fiscal Implications:

NU-SCS will pay Charter Safe \$18,127 for Property and Liability and \$15,821 for Workmans' Compensation. This is an annual premium total of \$33,948.

Contact Person/s: Shari Lovett

**CALIFORNIA CHARTER SCHOOLS
JOINT POWERS AUTHORITY**

(as amended effective May 7, 2012)

THIS AGREEMENT, is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Articles 1 through 4, (Section 6500, et seq.) of the California Government Code, relating to joint exercise of powers, between and among California charter schools, school districts, and other government entities which operate public schools, and which have signed this Agreement, and those that may sign hereafter, for the reestablishment of a joint powers authority, previously known as the California Charter Schools Association Joint Powers Authority, and which shall, as of the effective date of this amended agreement, be known as the California Charter Schools Joint Powers Authority (“Authority” or “CCS-JPA”).

WHEREAS, it has been determined by the parties that group self-insurance of workers compensation liabilities, general liabilities and/or group purchasing of insurance and other products and services, cooperative financing programs are of value on a mutual basis; and

WHEREAS, the financing of group self-insurance, risk management, claims administration and related programs for public schools can be effected on a more cost-effective basis through a joint effort; and

WHEREAS, Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the “Joint Exercise of Powers Act”) authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, on or about May 7, 2004, members of the Authority entered into a joint powers agreement pursuant to the Joint Exercise of Powers Act to establish the Authority, and whereas such agreement was amended on or about February 28, 2006; and

WHEREAS, this Agreement shall supersede the prior joint powers agreement as amended on or about February 28, 2006;

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived, and in consideration of the execution of this Agreement by charter schools and other governmental entities, each of the parties hereto does hereby agree that the California Charter Schools Joint Powers Authority (“Authority” or “CCS-JPA”) be reestablished as follows:

I

DEFINITIONS AND GENERAL PROVISIONS

1. “Authority” shall mean the California Charter Schools Joint Powers Authority.

2. “Board” shall mean the board of directors of the Authority, consisting of representatives of Participants, and charged with the responsibility of governing the Authority and its programs.

3. “Funds” shall mean, unless the context otherwise specifies, all monies paid into the Authority or any of its programs, including any earnings thereon, or any other sums coming to the Authority from any source.

4. “Governmental Entity” means any political subdivision or nonprofit corporation operating a charter school or other public school of the State of California which is considered a local government agency for the purposes of any program offered by the Authority and empowered to execute this Agreement under the laws of the State of California.

5. “Participant” means any charter school, school district, or governmental entity, which is a signatory member of the Authority; provided, however, that this definition shall not be construed to prevent the Authority from permitting any subsidiary, or wholly-owned or affiliated entity, upon terms and conditions approved by the Board, from participating in any program of the Authority.

6. “Program Administrator” means the contractor or consultant retained, or staff employed by the Board to administer the Authority.

7. “Risk management” shall mean the process of identifying, evaluating, reducing, transferring, sharing, financing, and eliminating any operational, business or educational risk in the management of a public school. Risk management includes various elements of insurance, law, administration, technology, accounting, and general business to effectively manage hazards and losses to which Participants may be exposed.

8. “Risk pooling or sharing” shall mean any common fund: (1) which is composed of cash, investments permitted by law, and other assets; (2) to which two or more Participants have agreed to contribute; (3) from which claims and risk management costs of any contributor to that common fund shall be paid; and (4) which operates in accordance with this Agreement.

9. “Self-insurance” shall mean providing for claims, losses, and risk management by risk pooling and the maintenance of reserve funds by or on behalf of Participants, and which, when conducted or administered by the Authority, ordinarily provides for the transfer of risks from a Participant to the Authority, and for the potential transfer of risks between and among Participants.

II

PURPOSES AND TERM

1. Purposes. The purposes of the Authority are to provide cost-effective mechanisms for financing risks of operating charter schools and other governmental entities; to provide essential protection to Participants otherwise not obtainable; to secure reinsurance and excess insurance on a group basis; to provide Participants with the mechanisms to jointly

purchase insurance, goods and services; to reduce financing costs; to accumulate, administer and invest funds to insure or self-insure as a group various liabilities up to a specified, predetermined amount; and to effect cost savings to Participants in the administration of management and risk management programs as may be established by the Authority in order to reduce the administrative costs of delivering educational services to public school students.

2. Term. This Agreement shall become effective as of the date hereof, and shall continue in full force and effect until it is terminated and the Authority is dissolved as provided herein. It is the intent of the parties hereto that the separate public agency created under this Agreement have an indefinite life, and shall continue to exist so long as necessary to carry out the purposes of this Agreement, including the orderly wind-up of the affairs of the Authority. It is the further intent of the parties that the withdrawal or termination of any Participant from any program of the Authority, or from the Authority itself, shall not terminate such program or this Agreement as to the remaining Participants therein, nor relieve any Participant or former Participant from any obligations it may have under this Agreement.

III

CREATION OF AUTHORITY

Pursuant to Section 6500 et seq. of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the California Charter Schools Joint Powers Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this Agreement. Nor shall any party to this Agreement have any right, title or interest in the assets of the Authority, or in any contributions, consideration or property paid or donated by a party to the Authority, or any of its programs, except as expressly provided in this Agreement.

IV

ORGANIZATION & ADMINISTRATION

1. Responsibility. The overall responsibility for administration of the Authority shall be vested in the Board.

2. Agents. Each Participant hereby appoints the Board and its delegates or designees to act as its agents in executing all contracts, reports, waivers, agreements and service contracts and to make and arrange for the payment of claims and all other things required for the proper and orderly operation of the programs of the Authority.

3. Bylaws. The Authority shall be governed pursuant to this Agreement and to the Bylaws. Amendment of the Bylaws may be proposed by any Participant or member of the Board. A copy of the proposed amendment and the reasons therefor shall be presented to the Board if not proposed by the Board. All proposed amendments shall be approved by a two-thirds vote of the Board. Upon its approval, the amendment shall be disseminated to all Participants. Each party to this Agreement agrees to comply with and be bound by the provisions of the said Bylaws and further agrees that the Authority shall be operated pursuant to

this Agreement and the said Bylaws. In the event of any conflict between the Bylaws and this Agreement, this Agreement shall prevail.

4. Board. Upon approval by the Participants of this amended Agreement, the Board shall be responsible for overseeing the operation of CCS-JPA and organization and operation of the Authority, as provided herein. The Board shall establish such policies and guidelines as may be necessary to carry out the programs of the Authority. The organization and structure of the Board shall be established in the Bylaws.

V

POWERS OF AUTHORITY

1. The Authority shall have the following common powers and is hereby authorized to do all acts necessary for the exercise of said common powers:

A. To make and enter into contracts, including but not limited to contracts of employment, insurance, reinsurance and self-insurance for itself and its Participants, and providing for risk pooling, risk financing and sharing, financing and purchasing, whether or not subject to regulation under the Insurance Code, to the extent and in the manner permitted under Government Code Sections 990, 990.4, 990.8, and 6508, or any other provision of law;

B. To hire employees, and contract with consultants and legal counsel;

C. To invest and reinvest money in the treasury of the Authority pursuant to Government Code Section 53601 or other provisions of law as may be applicable;

D. To incur debts, liabilities, or obligations;

E. To acquire, hold, lease, or dispose of property;

F. To sue and be sued in its own name; and

G. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

2. Said powers shall be exercised pursuant to the terms hereof, subject to the restrictions upon the manner of exercising the powers applicable to The Accelerated School, a California public charter school organized and operating as a nonprofit public benefit corporation.

VI

BOARD; ANNUAL MEETINGS

1. Number. The Authority shall be governed by the Board which is hereby established and which shall be composed of not less than 3, nor more than 11 representatives of

the Participants, who shall be elected by the Participants, in accordance with the Bylaws of the Authority.

2. Term. Each member of the Board shall serve for a term of three years and until a successor is elected or appointed. Each Board member shall have one vote.

3. Participants' Meetings. There shall be an annual meeting of Participants for the purpose of electing members of Board and to transact any other Authority business. The annual meeting, and any additional meetings, shall be held at the call of the Chair. Thirty percent of the Participants may also call a meeting of Participants. A majority of the Participants shall constitute a quorum of transaction of business at the meeting. Each Participant shall be represented at meetings by its chief executive officer or his or her designee. If a designee is to represent the Participant, written notice from the Participant's governing body shall be provided to the Authority.

VII

POWERS OF THE BOARD

A. The Board shall review, modify, if necessary, and approve the annual operating budget of the Authority.

B. The Board shall receive and review periodic accountings of all funds under this Agreement.

C. The Board shall have the power to conduct, on behalf of the Authority, all business of the Authority, which the Authority may conduct under the provisions hereof and pursuant to law.

D. The Board shall have such other powers and functions as are provided for in this Agreement and the Bylaws.

VIII

MEETINGS OF BOARD

1. Meetings. Board shall provide for its regular, adjourned regular, and special meetings upon call of the Chair, Vice Chair (if any), or Program Administrator; provided, however, that it shall hold at least two (2) regular meetings annually, as set forth in the Bylaws.

2. Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

3. Quorum. A majority of the voting members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of a quorum present at a meeting shall be sufficient to constitute action by the Board, except as otherwise specifically set forth in this Agreement or in the Bylaws.

IX

OFFICERS OF THE AUTHORITY

1. Chair, Vice Chair, Secretary and Treasurer-Auditor. The Board shall elect from the Board a Chair, Secretary and Treasurer-Auditor of the Authority for terms of not less than one nor more than four years, as provided in the Bylaws, each to hold office until a successor is elected. A Vice Chair may also be elected. In the event an officer so elected ceases to be a member of the Board, the resulting vacancy in the office shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair, if any, shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board.

2. Other Officers. The Board shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

X

PARTICIPANTS

1. Each Participant is entitled to the rights and privileges and is subject to the obligations as provided for in this Agreement and the Bylaws. Each Participant Agency shall comply with the rules and policies of the Authority.

2. A new Participant may be accepted upon application to the Authority and upon acceptance by the Board by two-thirds vote, and subject to acceptance by the prospective member of the terms and conditions of participation in the Authority and of the financial arrangements and fund contributions specified by the Board.

3. Each Participant shall be entitled to one voting representative at meetings of the Participants. Each representative shall be designated by appointment by the Participant's governing body. Such governing body may delegate the authority to appoint that Participant's representatives to its chief executive officer or principal.

XI

CONTRIBUTIONS AND OPERATIONS

1. Contributions. The parties agree that each Participant in the workers compensation and other group self-insurance programs shall make payment of contributions for coverage under those programs in which they elect to participate, as well as for the operations of the Authority. The Board shall be authorized and directed to establish the rate of contribution for each Participant, and the time schedule for payment of such contribution. Participants acknowledge that the rates established by Board for coverage under the workers compensation and other group self-insurance and insurance programs may reflect overall changes in coverage, changes in exposure and the past or projected experience of the Participants, as a group during the life of the program, and will not necessarily reflect the experience of an individual Participant during any specific period of participation. Consequently, there can be no assurance that current or former Participants will benefit equally from changes in the workers compensation program or

other group self-insurance programs (including, but not limited to changes in eligibility for participation credits, dividends or retrospective rating adjustments or enlargements of coverage grants), nor that the burdens will be equally shared (including, but not limited to rate increases, restrictions on coverage, or unanticipated claims expenses). The timely payment of all required contributions shall be a condition precedent to the continuation of participation by each Participant in the workers compensation and other group self-insurance programs and the Authority. A Participant has no title or interest in the Participant's contributions, whether equitable or otherwise, except as expressly provided in this Agreement.

2. Terms of Participation: Participants joining the Authority and participating in any Authority self-insurance, group purchase or other programs offered by the Authority shall commit to participate in the program for a minimum term which is typically two years unless stated otherwise in a duly adopted Board policy. The Board of the Authority shall establish by separate policy the minimum participation terms for each self-insurance, group purchase or other program offered by the Authority, including Workers Compensation, liability and any other program. Terms of participation shall be counted by the Authority's fiscal year, commencing with July 1 of each year.

3. Computation and Notice of Rates; Assessments. The rates to be used in calculating contributions for each Participant for participation in the workers compensation, general liability and other group self-insurance programs shall be determined by the Board, to the extent practicable, no later than sixty (60) days prior to the commencement of the coverage year and communicated to all current participants as soon as practicable thereafter. However, if at any time the Board determines that the amount contributed for a given year is insufficient, each Participant agrees to promptly pay the Authority the full amount of any assessments levied by the Board, which shall not to exceed two hundred percent (200%) of the annual amount of the Participant's contribution for coverage for any group self-insurance program for that year, as may be required to meet the Authority's expenses associated with the provision of coverage for the Participants for that year and line of coverage. Such assessments shall be allocated and attributed to each Participant based upon a methodology approved by the Board, which may include consideration of payroll, the actual or projected costs incurred by the Authority to provide for program liabilities of the Participant's employees, Participant's compliance with risk management policies, the total actual or projected costs incurred by the Authority as a whole, and other factors. In the event such an assessment, together with any other resources available to the Authority, is insufficient to pay the costs of the Authority for any group self-insurance program during any fiscal year, each Participant contributing to the shortfall shall share the shortfall proportionately, and the Authority shall have no further obligation to pay such costs.

4. Loss Control and Risk Management. Participants in any insurance or self-insurance program agree to follow the loss prevention and risk management recommendations of the Board, and to abide by all conditions, requirements, rules and regulations regarding loss control and risk management which may be promulgated by the Authority, including, but not limited to adopting policies prohibiting sexual harassment.

5. Right to Inspect. Each Participant agrees that the Authority, its Program Administrator, or any of its respective agents, servants, employees or attorneys shall be permitted at any reasonable time to inspect Participant's property and operations and to examine

Participant's books, documents and records as necessary in the proper operation of the group self-insurance programs or the Authority, to the maximum extent allowed by law.

6. Audit. Board shall obtain an annual audit of the financial affairs of the Authority, by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles. A copy of the annual audit report shall be available to each Participant, and shall be filed as required by law. The costs of such audit shall be paid from the funds of the Authority.

7. Binding Nature. Any Governmental Entity which makes application for participation in any of the group self-insurance program of the Authority, and is accepted as a Participant and signs this Agreement, shall thereupon become a party to this Agreement and shall be bound by all the terms and conditions hereof; provided, however, that any charter school or Governmental Entity may be refused admission to the Authority or any program thereof in the sole discretion of Board.

8. Deposit of Funds. Participants shall pay contributions to the Authority for the programs in which they participate and for operations of the Authority. The contributions and income therefrom shall be accumulated to pay the expenses of the programs for which they are determined or assessed. Funds received by Authority as contributions shall be deposited and invested in accordance with laws of the State of California pertaining to the investment of excess funds of charter schools.

9. Contributions by Participants. Without in any way limiting the powers otherwise provided for in this Agreement, the Bylaws, or by statute, the Authority shall have the power and authority to receive, accept and utilize the services of personnel offered by any Participants or its representatives or agents; to receive, accept, and utilize property, real or personal, from any Participant or its agents or representatives; and to receive, accept, expend and disburse funds, contract or otherwise, for purposes consistent with the provisions of this Agreement, which funds may be provided by any Participant, its agents, or representatives.

10. Excess Insurance and Reinsurance. The Authority shall obtain or cause to be obtained such excess insurance or reinsurance as may be necessary and prudent in the judgment of Board. The expense of such excess insurance or reinsurance shall be paid from the Funds of the Authority.

XII

CLAIMS ADMINISTRATION & PAYMENT OF LOSSES

1. General. The principal purpose for the establishment of the Authority is to provide for the orderly presentment, examination, investigation, defense or settlement of claims against the Participants which are covered under group self-insurance and insurance programs of the Authority. It is agreed and understood that the Authority shall use the sums contributed by the Participants for such programs to pay such losses and claims.

2. Presentment of Claims. The services and benefits to be provided by the Authority shall be paid or furnished to or for the benefit of a Participant with respect to a

particular incident or claim only if the Authority is notified as required by the applicable coverage agreement.

3. Investigation and Defense. Program Administrator will investigate, or cause to be investigated, all such claims and will attempt to adjust or settle such claims, in accordance with the authority delegated to Program Administrator by Board or the Participant involved. As required, and subject to the provisions of the Coverage Contracts, the Authority, through designated defense counsel will provide legal defense of claims against Participants. The Participant agrees to aid the Authority in such matters and to provide and make available all information and personnel as may be reasonably required in the opinion of Program Administrator to fully investigate and resolve the claim.

It is understood that Board and Program Administrator shall use their discretion in making judgments and assumptions as to the actual value of any claim and making such reserves based on such judgments.

XIII

TERMINATION OR WITHDRAWAL OF PARTICIPANT

1. Withdrawal of Participant. A Participant may terminate its participation in any Authority self-insurance, group purchase, or in other programs of the Authority, or from all programs of the Authority and from the Authority itself, following the minimum terms established in accordance with Article XI, section 2, hereof, by giving 90 days advanced written notice, unless another notice period is adopted by the Board. A withdrawing Participant shall remain liable for any unpaid contribution which shall have accrued under any program or coverage agreement it may have accepted, and for any liability it may have to the Authority itself, through the effective date of termination. Upon its voluntary withdrawal or its termination as a Participant in the Authority or any program of the Authority, a former Participant becomes ineligible to participate in any program of self-insurance of the Authority, except that the rights of a Participant after termination shall be limited to those benefits, such as the defense and indemnity of claims covered under coverage agreements issued by the Authority, which have accrued as of the date of termination as determined by the provisions of the applicable program. A withdrawing or terminating Participant shall have no other rights in any assets of the Authority or of any program of the Authority, whether denominated as equity, surplus, contributions or otherwise, except upon windup of the program or the Authority.

2. Involuntary Termination. A Participant may be terminated by the Authority from any program of the Authority, or from the Authority itself, for:

(i) Failure to comply with any term or condition of this Agreement, a coverage agreement, insurance policy, or other evidence of coverage issued by, through or on behalf of the Authority; or

(ii) With or without cause, upon a 2/3 vote of the members of Board.

3. Adjustment. Whether termination is voluntary or involuntary, a Participant shall remain liable for any unpaid contribution which shall have accrued prior to

withdrawal or termination of its participation in any program of the Authority, or the Authority itself. Adjustment for amounts of contribution due to the Authority upon termination shall be made within thirty (30) days of the time at which cancellation is effective.

4. Continued Liability. After a Participant withdraws or terminates, such withdrawing party shall be subject to assessment by the Authority to maintain the solvency of any program of the Authority for any year during which the party was a Participant, unless the coverage agreement otherwise provides.

5. Coverage Disputes. If a Participant disputes a coverage determination, the Participant must appeal to the Board prior to seeking any other remedy.

XIV

PROGRAM ADMINISTRATOR

1. Appointment of Program Administrator. The Board shall appoint a Program Administrator to administer the Authority. The duties of the Program Administrator may be further delegated to a person, association, partnership, corporation, contracted or employed staff, or any other form of entity, subject to such limitations as the Board may specify.

2. Duties of Program Administrator. Program Administrator shall have all such duties and authority as may be delegated to it by Board. Board shall enter into a service agreement or establish policies and procedures which shall specify all of the duties and obligations of the Program Administrator.

XV

ACCOUNTS AND RECORDS

1. Annual Budget. The Board shall annually adopt an operating budget for the Authority.

2. Funds and Accounts. The Treasurer-Auditor of the Authority shall establish and maintain such funds and accounts as required by the Board and as required by good accounting practice. Books and records of the Authority in the hands of the Treasurer-Auditor shall be open to inspection at all reasonable times by the Board and as otherwise required by law.

3. Bond. A bond in the amount determined adequate by Board shall be required of all officers and personnel authorized to disburse funds of the Authority. Such bond may be paid for by the Authority.

XVI

ACTUARY

1. Appointment. Board shall retain an Actuary.

2. Duties. Actuary shall have all duties and authorities as may be delegated to it by Board in a written contract between Actuary and Board. It is contemplated that the duties of Actuary shall include but not necessarily be limited to the following:

- (a) Recommend contribution rates;
- (b) Review rating structure;
- (c) Monitor claims and analyze loss reserves;
- (d) Monitor participation in all self-insurance and insurance programs;
- (e) Assist Board in financial planning;
- (f) Evaluate reinsurance proposals.

3. Payment. The professional fee paid Actuary for its services shall be an expense of the Authority. The professional fee may be based on a flat sum, an hourly rate, or another method as the parties may specify.

XVII

LEGAL COUNSEL

1. Appointment. Board shall appoint an attorney for the Authority to serve as General Counsel. Board may retain Special Counsel as needed.

2. Payment. The professional fees of General and any Special Counsel for services rendered to the Authority shall be based on a retainer, an hourly rate, or other method as the parties may specify.

XVIII

AMENDMENT AND TERMINATION

1. Amendment. Participants may amend this Agreement at any time and from time to time by an instrument in writing approved by a majority vote of Board and executed by a majority of the Participants, provided, however, that:

(a) No amendment shall retroactively reduce the benefits which any Participant is entitled to receive under any Coverage Contract for any coverage year in which a Participant was a fully qualified Participant without their written consent.

(b) Upon approval, by Board, and upon execution of any amendment by a majority of the Participants, the said amendment shall immediately be effective and binding upon all Participants. Any Participant which has failed to sign the amendment shall have the option of withdrawing from the Authority on the first day of the month next following the month in which a majority of the Participants have completed approval of the amendment, or remaining in the Authority and being bound by such amendment.

2. Termination by Agreement. Participants may terminate any program of the Authority or the Authority without a successor program or entity effective as of the end of the then-current coverage year by an instrument in writing approved by a majority vote of Board, executed by a majority of the Participants; provided, however, if any insurance program of the Authority or the Authority shall be so terminated, such termination shall not reduce or terminate the rights, benefits, and obligations of any Participant as to any claim theretofore presented.

3. Termination by Withdrawals. If, at any time, by reason of withdrawals or terminations of Participants, the Actuary shall advise and Board concurs that any program of the Authority is no longer economically feasible or actuarially sound, then such program or programs shall be terminated and dissolved by Board.

4. Disposition of Funds Upon Termination. Upon termination of any program of the Authority, the Authority shall retain in a liquidation fund such sums up to the entire amount held by the Authority for the benefit of the Participants in such program as the Board deems sufficient to pay the remaining obligations of the program. In the alternative, the Authority may insure or reinsure all outstanding liabilities of Participants in such program. Any funds remaining after termination of a program of the Authority, after adequate provision for all liabilities and claims thereunder, shall be distributed to the then-current Participants in the same proportion as each Participant's total contributions paid by that Participant, reduced by the amount of losses and allocated claims expenses paid on behalf of that Participant, bear to all contributions paid by all Participants, reduced by the total losses and allocated claims expenses paid on behalf of all Participants from the inception of that program to its termination. If the Authority insures or reinsures all outstanding liabilities of Participants, any funds remaining in excess of amounts necessary to pay the cost of such insurance or reinsurance shall be distributed to Participants in accordance with this Section, not later than twelve (12) months after payment of the final insurance or reinsurance premium. If the Authority elects to liquidate the liabilities by means of a liquidation fund, any excess funds shall be distributed not later than twenty-five (25) years following the date of termination. Board shall determine such distribution within six months after disposal of the last pending claim or loss covered by the program being terminated.

5. Termination of the Authority. The Authority itself may be terminated and dissolved in the same manner and subject to the same conditions as any program may be terminated; provided that, in addition, the Treasurer-Auditor shall disburse any funds in the treasury as directed by Board. Board is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.

XIX

CLAIMS, LITIGATION, OR JUDGMENTS AGAINST THE AUTHORITY

1. Defense of Claims. As to any claim or action against the Authority which is based on or arises out of an occurrence involving an officer or employee of the Authority during the course and in the scope of such duties, who is also an officer or employee of a Participant, such claim or action against the Authority will be defended by the Authority to the extent authorized by law. Such claims or actions shall not be considered claims or actions against such Participant solely as a result of employment by the Authority.

2. Claims and Judgment Against the Authority. Claims and judgments against the Authority, its agents, Board members, officers or employees, shall be paid from, or charged to, the appropriate coverages or self-insured funds the Authority has established and/or purchased against such claims, judgments or losses. Such amounts shall be paid from the Authority's own coverage or self-insured funds.

XX

MISCELLANEOUS

1. Binding Nature. This Agreement contains the entire agreement of the parties and supersedes all discussions, negotiations or promises made prior to the execution of this Agreement. This Agreement shall be binding upon and inure to the benefit of the original parties hereto and any substitute or additional parties who are bound hereby in accordance with the provisions hereof, their successors and assigns.

2. Notices. Any notices required by law or this Agreement shall be sufficient if given in writing and deposited in the United States mail, postage prepaid, addressed to the Participant at the last address on file with the Authority. Notices to be given to the Authority shall be directed to such address as the Authority shall designate for such purpose.

3. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

4. Successors. This Agreement shall be binding upon and shall inure to the benefit of successors of the parties.

5. Counterparts. This Agreement may be executed in one or more counterparts, and shall be deemed effective as to all signatories as though signed in one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunto duly authorized, and their official seals to be affixed as of 14th of June, 2018.

Northern United Charter Schools DBA Northern
Name of Charter School or other Governmental Entity United - Siskiyou
Charter School

By: [Signature]
Its: School Director
"PARTICIPANT"

**BYLAWS
OF THE
CALIFORNIA CHARTER SCHOOLS
JOINT POWERS AUTHORITY**

As Amended January 25, 2013

**BYLAWS
OF THE
CALIFORNIA CHARTER SCHOOLS JOINT POWERS AUTHORITY**

SECTION 1.0 PURPOSES

The purposes of CCS-JPA are:

A. To provide group purchasing, financing, insurance, self-insurance and risk management programs and systems which will achieve the following objectives for the benefit of CCS-JPA's Participants:

1. Reduced costs of operations, capital, workers compensation liability, and other insurance coverages through combined purchasing power, effective management and loss control practices, pooling, transferring and shifting of risk, and;

2. Reduced costs of administrative and claims administration services through central management, volume and combined purchasing power;

3. Greater stability of insurance markets through size of combined membership, and longer duration of insurance agreements;

4. Reduced amount and frequency of losses of Participants;

5. Improved control of sources of risk through the application of risk management and loss control techniques;

6. Improved recovery from responsible third parties;

7. Funding of adequate reserves by members to ease the impact of heavy losses; and

8. Monitoring of local, state and federal legislative and agency risk management activities with the intent of advocating CCS-JPA's position through coordination with appropriate representatives.

B. To provide workers compensation liability and other group insurance, self-insurance, risk management, financing and purchasing programs, including, but not limited to payment of claims and benefits; administration of one or more risk sharing and risk-transfer programs, joint purchase of insurance, reinsurance, or excess insurance; joint purchase of administrative and other services including risk management, risk financing, financing, consulting, brokering, general administration, claims administration, claims adjusting, loss prevention, data processing, legal and related services.

C. To acquire, hold and dispose of property, real and personal, necessary or desirable for the purpose of providing the members of CCS-JPA with a complete self-insurance and risk management program, including but not limited to the acquisition of necessary facilities and

equipment, the employment of personnel, and the operation and maintenance of a system of risk management.

SECTION 2.0 BOARD OF DIRECTORS

A. The governing body of the Authority shall be the Board of Directors and may be referred to herein as the Board.

B. Voting members of the Board shall consist of 6 persons who shall be elected by the membership of the Authority. All members shall serve three year terms, provided that the Board may determine the initial term of any newly created Board seat in order to maintain the staggering of Board member terms. The election of the Board shall be by written ballot that may be cast at a meeting of the membership of the Authority or received by the Authority twenty-four hours prior to the date of the election. Each Participant in the Authority shall have one vote.

C. Any Director who ceases to be qualified for his or her office shall automatically cease to be a member of the Board, and that person's position for the unexpired term shall be filled by the Board at its next regular or special meeting. For example, when a Director, elected as a representative of a participating charter school, is no longer employed by a participating charter school, that seat shall be declared to be vacant.

D. The Board shall provide policy direction to the Program Administrator. The Board's functions include, but are not limited to, approval of:

1. Admission of new Members;
2. Involuntary termination of current Members for reasons other than nonpayment of any amount due to CCS-JPA;
3. Minimum bonding requirements for the officers of the Authority;
4. Delegation of investment authority;
5. Changes to the conflict of interest code and conflict of interest policies of the Authority;
6. An operating budget for CCS-JPA, to be approved in advance of the commencement of each fiscal year;
7. Arrangements, if any be made, with outside agencies for establishment of risk management related lines of credit;
8. Assessments and return of surplus funds through rate reductions, rate credits, or dividends, however denominated;
9. Amendment of the Bylaws;

10. Election of the officers of the Authority and approval of committees of the Board;

11. Actions regarding appeals of coverage disputes, when specifically requested by a Member.

Section 2.1 Meetings of the Board. The Board shall establish a time and place to hold regular meetings not less often than twice per year. Meetings shall be conducted in accordance with the Brown Act and pursuant to the most current edition of Roberts Rules of Order or such other procedural rules as the Board shall adopt.

Section 2.2 Board and Program Administrator.

A. The Board shall employ or contract for the services of a Program Administrator to administer and operate CCS-JPA's programs of risk management under the direction and supervision of the Board.

B. Compensation, termination and other employment matters respecting the Program Administrator shall be governed by the Bylaws to the extent covered therein. CCSJPA may, but is not required to, enter into a written contract with the Program Administrator.

Section 2.3 Vacancies. A vacancy may be declared by the Board whenever a director fails to attend two or more meetings of the Board or any committee to which the director has been assigned, within a 12-month period and without a valid excuse; (2) resigns; (3) is no longer qualified to serve; (4) due to death, disability, or other circumstance is unavailable to serve (as determined by the Board), or (5) has not been elected to fill a seat created. Vacancies shall be filled by the Board as soon as practicable.

SECTION 3.0 ADMINISTRATOR'S RESPONSIBILITIES

The Program Administrator shall perform the following functions:

1. Implementing policy and monitoring activities of the Treasurer/Auditor;
2. Maintaining an awareness of major developments which may affect CCS-JPA-handled programs;
3. Selection of insurance brokers or companies, underwriting and actuarial consultants, legal counsel and other consultants;
4. Selection of claims administration and claims adjusting services, including establishing selection criteria, interviewing candidates, making selection recommendations to the Board. Selection criteria shall include knowledge and understanding of the laws regarding claims against public entities;
5. Establishing risk management programs, claims administration services, adjusting services, loss prevention services and other risk management services which can help the Authority carry out its risk management objectives and its obligations to Participants;

6. Recommending to the Board each Participant's share of operating costs, as part of the budget;

7. Establishing policies requiring Participants to increase reserves as may be needed to pay claims and expenses within the Participant's' self-insured retentions or in excess of CCS-JPA risk management programs;

8. Recommending to the Board of a Conflict of Interest Code and other conflict of interest policies;

9. Overseeing investments and financial administration of the Authority, subject to the adopted investment policy of the Board;

10. Any other function of the Board, except those functions expressly reserved herein or by formal action of the Board.

SECTION 4.0 COMMITTEES

The Board shall establish such committees as it shall require to assist it in conducting the business of CCS-JPA. Annually, the following committees may be appointed by the Chair and approved by the Board:

A. Underwriting Committee. The Underwriting Committee shall review and recommend coverage changes in all self-insurance programs; review and make recommendations on new applications; review and recommend excess insurance and reinsurance levels; and other duties prescribed by the Board.

B. Claims Committee. The Claims Committee shall be charged with the responsibility for review of claims in all self-insurance programs. As to such claims, the Committee shall oversee reserving levels and reserving practices; review and recommend claims procedures; review and make recommendations or determinations regarding coverage of claims; recommend, as necessary, legal defense firms; assist the Program Administrator and consultants hired to administer claims, if any, in planning and implementing loss control activities and perform other duties as prescribed by the Board.

Section 4.1 Advisory Committees. Except as expressly delegated to a committee by the Board, the Claims and Underwriting Committees are advisory committees only, and they shall report their findings and recommendations to the Board. The Claims and Underwriting Committees shall be assisted in their deliberations by the Program Administrator, CCS-JPA brokers, Actuary, and other consultants, as appropriate.

Section 4.2 Ad Hoc Committees. The Chair may establish ad hoc committees as necessary.

SECTION 5.0 OFFICERS

A. The officers of the Authority shall be:

1. Chair;
 2. Secretary, who may also serve as Treasurer, and his or her duly appointed deputies, if any;
 3. Treasurer and Auditor, and his or her duly appointed deputies, if any.
- B. The Board shall elect the Chair of the Authority.
- C. The Board shall designate the Secretary, Treasurer and Auditor in the manner provided for in these Bylaws.
- D. Each Officer shall hold his or her position until relieved of functions as an Officer by either:
1. Expiration of his or her elected or appointed term; or
 2. Removal by a two-thirds vote of the members of the Board.

Section 5.1 Chair.

- A. At the first meeting of each calendar year, The Board shall elect a Chair to serve a one-year term.
- B. The duties of the Chair are to:
1. Preside at and conduct meetings of the Board.
 2. Execute documents on behalf of the Authority.
 3. Exercise such spending authority as may be authorized by a resolution approved by the Board, within the approved budget.

Section 5.2 Secretary.

- A. At the first meeting of each calendar year, the Board shall elect a Secretary to serve a one-year term.
- B. The duties of the Secretary are to:
1. Attend the meetings of the Board and make minutes thereof;
 2. Keep all official records of the Authority not required to be kept by the Treasurer.
 3. File such notices and statements as are required by Sections 6503.5 and 53051 of the Government Code.

4. Cause notices of meetings to be given as required by the Ralph M. Brown Act.

C. In the absence of the Secretary, the Chair may appoint a Secretary pro tempore from among the members of the Board to carry out the Secretary's duties at any meeting except that a person appointed as a Deputy Secretary or Secretary pro tempore shall not be entitled to vote as member of the Board, unless otherwise qualified to vote. In addition, the Secretary shall recommend, and the Board may appoint such deputy Secretary to act on behalf of the Secretary, as the Secretary deems necessary or convenient.

Section 5.3 Treasurer.

A. At the first meeting of each calendar year, the Board shall elect a Treasurer to serve a one-year term.

B. The duties of the Treasurer are to:

1. Perform the duties of the Treasurer prescribed in Section 6505.5 of the Government Code;

2. Sign warrants or such other negotiable instruments as may be used for proper disbursement of moneys from any CCS-JPA fund; and

3. Recommend the investment policy of the Authority and make reports regarding investments in accordance with applicable law.

C. The Treasurer shall recommend, and the Board may appoint such assistant or deputy treasurers to act on behalf of the Treasurer, as the Treasurer deems necessary or convenient. In addition, the Board may set minimum qualifications which any such assistant or deputy may be required to meet.

Section 5.4 Auditor.

A. The Treasurer shall serve as Auditor.

B. The duties of the Auditor are to:

1. Perform the duties of the Auditor prescribed in Sections 6505 and 6505.5 of the Government Code.

2. Issue warrants for the payment of claims of Participants after obtaining the member's authorization.

C. Any assistant or deputy of the Treasurer is, ex officio, a deputy Auditor of the Authority.

SECTION 6.0 PROGRAM ADMINISTRATOR

The Board shall appoint a Program Administrator subject to the direction and control of the Board. The Program Administrator shall have full charge and control of the affairs of the Authority, consistent with the policies of the Authority and shall be responsible for the day-to-day administration, management and operation of CCS-JPA's programs of risk management, and supervision of the consultants, employees and contractors of the Authority. The Program Administrator shall also carry out duties as may be assigned from time to time by the Board or other committee of the Authority.

Section 6.1 Responsibilities. The responsibilities of the Program Administrator shall include, but not be limited to:

A. Implementing all of the programs of the Authority in accordance with the adopted budget, including approval of payments, implementation of Board policies and complying with the directions of the Board;

B. Preparing an annual budget for recommendation to the Board;

C. Assisting the Board in selecting brokers, underwriters, actuaries, insurance companies, insurance policies, and claims administration services and other consultants, as needed, including exercising any delegated authority to make such selections;

D. Developing effective risk management and loss control procedures and other programs and advising member entities on how to implement them.

Section 6.2 Compensation, Employment. The Program Administrator shall be compensated for services in such amounts and manner as may be fixed from time to time by the Board, in conformity with the approved budget for the Authority.

SECTION 7.0 PARTICIPANTS

A. Each charter school agrees to be bound by these Bylaws and shall:

1. Submit an application for membership and obtain Board approval;
2. Execute an original of the CCS-JPA Joint Powers Agreement, as amended from time to time;
3. Participate in at least one program of the CCS-JPA within one year of joining CCS-JPA; and
4. Pay a fee to CCS-JPA as determined by the Board for initial risk program analysis and structuring consulting services.

B. A governmental entity which is not a charter school may be admitted as a Participant upon terms and conditions approved by the Board.

C. Additional requirements, as approved by the Board, may be imposed for participation in specific programs, insurance programs and risk areas.

Section 7.1 Duties of the Participants. Each Participant shall:

- A. Appoint a representative who may vote at the annual Participants meeting.
- B. Designate a representative (who may be the appointed representative) to act as a liaison with the CCS-JPA Program Administrator and to advise him or her of any proposed or altered program which may have significant risk management ramifications.
- C. Maintain an active safety committee.
- D. Provide necessary data to assist in obtaining reinsurance, excess insurance, claims administration services quotes, or as otherwise required for participation in specific programs.
- E. Establish and maintain a risk management program, such as an illness and injury prevention program and maintain adequate claims reserves.
- F. Pay when due all payments, premiums, contributions or assessments levied pursuant to the CCS-JPA Joint Powers Agreement, Bylaws, specific programs, insurance plans, or Board policies adopted in furtherance of the Agreement or Bylaws.
- G. Enter into and maintain contracts of insurance or reinsurance as required in risk areas or specific insurance programs in which the charter school is participating.
- H. Comply with the letter and spirit of the CCS-JPA Joint Powers Agreement and these Bylaws.
- I. Cooperate with the Authority in the timely reporting and management of claims and other reporting as may be required for participation in the programs of the Authority.

Section 7.2 Rights of Participants. The rights of Participants are to:

- A. Have the Authority offer coverage agreements, and contracts of insurance with excess insurers to provide coverage above the level of risks retained by the Participant or the Authority.
- B. Receive assistance from the Authority in establishing and maintaining risk management programs compatible with the policies and programs of the Authority.
- C. Withdraw from participation as provided herein.

SECTION 8.0 CLAIMS SETTLEMENT

Unless otherwise provided in a coverage agreement or insurance policy offered by or through the Authority, the determination of whether a claim is to be allowed, compromised, settled, or rejected shall be that of the party against whom the claim is filed; provided that no party shall have the power to commit the funds of the Authority to pay any claim without the consent of the Authority.

SECTION 9.0 DEPOSIT AND INVESTMENT OF AUTHORITY FUNDS

The Treasurer may deposit and invest Authority funds subject to the same requirements and restrictions that apply to deposit and investment of the funds of a charter school.

SECTION 10.0 AMENDMENT OF BYLAWS

By a two-thirds vote of the members of the Board, the Board may amend these Bylaws from time to time in accordance with the CCS-JPA joint powers agreement. 3/5 is not two-thirds.

SECTION 11.0 NOTICES

A. Notice to the Authority shall be given by delivery of such notices to the Secretary of the Authority.

B. Notice to Participants shall be given by delivery of such notice to the Secretary of each Charter school.

SECTION 12.0 MEANING OF TERMS

Any capitalized term that is not defined herein shall have the meaning assigned to it in the CCS-JPA Joint Powers Agreement.

SECTION 13.0 EFFECTIVE DATE

These Bylaws, including any amendments thereto, shall be effective immediately upon their adoption by the Board.

charterSAFE

2018-2019 Membership Proposal

Prepared for:

Northern United Charter Schools

Coverage Effective:

July 01, 2018 at 12:01 AM - July 01, 2019 at 12:01 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004 Fax: 530.236.9569
www.chartersafe.org

Issued: June 11, 2018 at 10:11 am

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Shirlee,

CharterSAFE is pleased to present your membership proposal for the 2018-2019 year. Your membership includes the following:

Insurance Policy	HR Consulting	Student Activities	Compliance Consulting	Employee Safety	Transportation Consulting
Site Inspection	Compliance Posters	Contract Review	Safety Training	Mandatory Staff Training	Claims

For a more detailed listing of our member services, please contact our Risk Management team at 818-394-6559 or email Carly Weston at cweston@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- VII or higher.

We have updated our website so that all claims can now be filed online!

2018-2019 UPDATE FOR CLAIMS FILING:

- Go to www.chartersafe.org and log in.
- If you need to reset your credentials, please reach out to your CharterSAFE Representative: Rigo Amezcua at ramezcua@chartersafe.org.
- Hover over the "Claims" tab. You can either have our website walk you through how to file a claim or, if you are experienced, go directly to the correct online claims form to file a claim.

NOTE: PLEASE DELETE ANY BOOKMARKED WEBPAGES YOU HAD ON THE CHARTERSAFE WEBSITE. Those bookmarks correspond to our old website and will no longer work. Please access these pages from the new CharterSAFE website and bookmark these new pages.

REQUIRED SIGNATURES:

To bind coverage, you must sign and complete the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page
2. Cyber Application, if not yet completed

We look forward to working with you in the 2018-2019 year!

Thank you,

The CharterSAFE Team

MEMBER CONTRIBUTION SUMMARY

Northern United Charter Schools

Coverage Effective: July 01, 2018 at 12:01 AM - July 01, 2019 at 12:01 AM

The CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution	\$18,127
Core Liability Program	Crime
◦ Directors & Officers Liability	
◦ Employment Practices Liability	Property
◦ Fiduciary Liability	
◦ General Liability	Additional Program Coverages
◦ Employee Benefits Liability	◦ Pollution Liability and First Party Remediation
◦ Educator's Legal Liability	◦ Terrorism Liability and Property
◦ Sexual Abuse Liability	◦ Student & Volunteer Accident
◦ Law Enforcement Liability	◦ Cyber Liability
◦ Automobile Liability & Physical Damage	
Workers' Compensation & Employer's Liability Member Contribution	\$15,821
Total Member Contribution	\$33,948

Choose One Payment Option

- Payment in Full \$33,948
 Installment Plan
◦ Deposit (25%) - Due Now - \$8,487
◦ 9 Monthly Installments - \$2,829

*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. Insurance policies are subject to cancellation for any invoice over ninety (90) days past due.

Proposal Acceptance:

By signing below, I, representing the named member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

As a new member to CharterSAFE, I acknowledge and agree to join CharterSAFE for two (2) years as required and explained in CharterSAFE's JPA Agreement and Bylaws.

Print Name Shari Lovett Date 6/13/18
Signature Shari Lovett Date 6/13/18

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

Location Address(es)	Students	Employees	Payroll
Northern United-Siskiyou CS: Mt Shasta Learning Center 510 N Mt Shasta Blvd. Mt Shasta, CA 96067	13	3	\$398,782.00
Northern United-Siskiyou CS: Mt Shasta Learning Center 1124 Pine Grove Drive Mt Shasta, CA 96067	38	5	\$341,513.00
Northern United-Siskiyou CS: Yreka Learning Center 423 S Broadway Yreka, CA 96097	49	6	\$284,844.00
Northern United-Siskiyou CS: Yreka Learning Center 505 S Broadway Yreka, CA 96097	51	7	\$170,906.00
Northern United-Siskiyou CS 2120 Campton Rd., Suite H Eureka, CA 95503	0	0	\$0.00
Total:	151	21	\$1,196,045.00

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date: 7/1/18

Employment Practices Liability Continuity Date: 7/1/18

Fiduciary Liability Continuity Date: 7/1/18

Vehicles

None scheduled.

Mailing Address

Locations

	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Northern United-Siskiyou CS: Mt Shasta Learning Center 510 N Mt Shasta Blvd. Mt Shasta, CA 96067	\$0	\$50,000	\$15,000	\$65,000
Northern United-Siskiyou CS: Mt Shasta Learning Center 1124 Pine Grove Drive Mt Shasta, CA 96067	\$0	\$3,000	\$5,000	\$8,000
Northern United-Siskiyou CS: Yreka Learning Center 423 S Broadway Yreka, CA 96097	\$0	\$50,000	\$40,500	\$90,500
Northern United-Siskiyou CS: Yreka Learning Center 505 S Broadway Yreka, CA 96097	\$0	\$70,000	\$40,500	\$110,500
Northern United-Siskiyou CS 2120 Campton Rd., Suite H Eureka, CA 95503	\$0	\$0	\$0	\$0
Total:	\$0	\$173,000	\$101,000	\$274,000

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: \$30,000,000 Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

Directors and Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors and Officers and Company Liability	\$2,000,000 per claim and member aggregate	\$5,000 per claim
Employment Practices Liability	\$2,000,000 per claim and member aggregate	\$7,500 per claim
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0

Reporting: Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury Property Damage	\$2,000,000 per occurrence	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Medical Payments	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$2,000,000 per occurrence	\$0
*A list of <i>High-Risk Activities</i> is available at www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 818-709-1570) of CharterSAFE's Risk Management team. The above coverages do not have aggregates.		

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	\$2,000,000 per occurrence	\$0
The above coverage does not have aggregates.		

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	\$2,000,000 per occurrence	\$2,500 per occurrence
IEP (Individualized Education Program) Defense Sublimit	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence
The above coverage does not have aggregates		

Sexual Abuse Liability

Coverages	Limits	Deductibles
Sexual Abuse Liability	\$2,000,000 per occurrence	\$0
The above coverage does not have aggregates.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	\$2,000,000 per occurrence	\$0
The above coverage does not have aggregates.		

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$2,000,000 per occurrence	\$0
Auto Physical Damage*	\$1,000,000 per occurrence	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles. The above coverages do not have aggregates.		

Excess Reinsurance

Coverages	Limits	Deductibles
Excess over underlying: <ul style="list-style-type: none"> • General Liability • Auto Liability • Sexual Abuse Liability • Educator's Legal Liability • Employee Benefits Liability • Law Enforcement Activities Liability • Directors and Officers Liability • Employment Practices Liability 	\$28,000,000 per occurrence/claim and aggregate Please note that the total core liability & property package limit of \$30M includes this limit in excess of the \$2M limits above.	Follows underlying coverages listed above.

Optional Excess Limits:

Optional excess liability limits above the provided \$30,000,000 is available. If interested, contact:

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc
 18201 Von Karman Avenue, Suite #200
 Irvine, CA 92612

Audra Powers
 Client Services Executive
Audra_Powers@ajg.com
 949-349-9840

CRIME

Coverages	Limits	Deductibles
Money and Securities	\$1,000,000 per occurrence	\$500 per occurrence
Forgery or Alteration	\$1,000,000 per occurrence	\$500 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence	\$500 per occurrence
Computer and Funds Transfer Fraud	\$1,000,000 per occurrence	\$500 per occurrence
The above coverage does not have aggregates.		

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section above

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$150,000,000 per occurrence. See "Exposures & Locations" section above for scheduled limits.	\$1,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$150,000,000 per occurrence. See "Exposures & Locations" section above for scheduled limits.	\$1,000 per occurrence
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence

PLEASE NOTE:

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact Whitney Delano (wdelano@chartersafe.org/ 916-880-3465). CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact Audra Powers (audra_powers@ajq.com/ 949-349-9840).

ADDITIONAL PROGRAM COVERAGES

Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section above for schedule limits.	\$1,000 per occurrence

Student and Volunteer Accident

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities*</i>
Volunteer Accident	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities*</i>

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 818-709-1570) of CharterSAFE's Risk Management team.

Terms & Conditions:

- Coverage is provided on an Excess Basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Audra Powers
Client Services Executive
Audra_Powers@ajg.com
949-349-9840

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	\$1,000,000 per claim \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per claim

Coverage Includes:

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

Reporting:

Claim must be reported within 60 days after policy expiration.
Coverage is on a claims-made basis.

Requirement for Coverage to be in effect:

Completed cyber application.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability for Bodily Injury	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

Agenda Item 9.
ADMINISTRATION

Subject:

9.11 Resolution for NU-SCS membership in Charter Safe JPA

Action Requested:

Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:

In order for NU-SCS to join the Charter Safe JPA, the board must approve a resolution agreeing to join.

Fiscal Implications:

See item 9.10.

Contact Person/s: Shari Lovett

RESOLUTION OF BOARD OF DIRECTORS OF THE NORTHERN UNITED CHARTER
SCHOOLS JOINING THE CALIFORNIA CHARTER SCHOOLS
JOINT POWERS AUTHORITY, DBA CHARTERSAFE

WHEREAS, it is in the best interests of the Northern United Charter Schools DBA Northern United – Siskiyou Charter School (“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 Northern United Charter Schools:

1. The Northern United Charter Schools 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 27 day of June, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chair/President

ATTEST:

Clerk/Secretary

Agenda Item 9.
ADMINISTRATION

Subject:

9.12 2018-2019 Agreement between Catlin Insurance Company and NU-HCS for Student Accident Insurance

Action Requested:

Approve

Previous Staff/Board Action, Background Information and/or Statement of Need:

The School is required to have student accident insurance. The School contracts with Catlin Insurance Company for student accident insurance.

Fiscal Implications:

\$1,084.20

Contact Person/s: Shari Lovett, Tammy Picconi



CATLIN INSURANCE COMPANY, INC.

Home Statutory Office: 1330 Post Oak Boulevard, Suite 2325 – Houston, Texas 77056
Administrative Office: 3340 Peachtree Road N.E., Suite 2950 – Atlanta, GA 30326

Pre-K – 12 Student Accident Insurance

APPLICANT INFORMATION

Applicant (Full Legal Name) Northern United - Humboldt Charter School
Nature of Entity Charter school SIC Code n/a
Street Address 2120 Compton Rd Suite 11 County Humboldt
City Eureka State CA Zip Code _____

The Applicant agrees to the following terms:

- 1) The Applicant will promptly furnish any records or other information necessary to insure the proper administration of the insurance plans to the Underwriting Company. The Applicant further agrees to allow the Underwriting Company or its Administrator to examine all records that pertain to the insurance plan.
- 2) The consideration for the requested insurance is the Underwriting Company's acceptance of this application and the Applicant's payment of the required premium when due. Payment of the required premium after delivery of the policy acts as acceptance of the terms and conditions of the policy.

Requested Insurance	Requested Effective Date
Coverage: Group Accident Underwriting Company: Catlin Insurance Company, Inc.	<u>7/1/2018</u>

Eligible Persons are all registered Students of the Policyholder. Policy Number to be assigned upon Policy Issuance

Mandatory Student Accident Insurance

(Selected and Paid By the Policyholder, 100% Student Participation)

For Plan Design, please refer to the enclosed Summary of Coverage and Schedule of Benefits
All Students are Covered for School-Time Coverage (Includes Day and Overnight Field Trips and Religious Services)

- Includes All Interscholastic Sports with Tackle Football
 Includes All Interscholastic Sports – No Tackle Football
 No Interscholastic Sports

	Pre-K	K	1-8	9-12	Adult Night Classes
Estimated No. of Eligible Day Students		<u>40</u>	<u>300</u>	<u>77</u>	<u>0</u>

If your school is PreK – 8 Only: # of Students _____ X \$2.20 = _____ Premium Due

If your school is PreK – 12: # of Students 417 X \$2.60 = \$1,084.20 Premium Due

Rates are the same regardless if there are PreK students or not. Minimum Premium is \$500

Disclosures; Applicant's Acceptance of Terms

Any insurance provided pursuant to this Application shall be subject to all terms and conditions of the Policy issued. It is understood and agreed that only officers of the Company—not your insurance broker—are authorized to change, enlarge, vary or waive any requirements of the Policy. No such change, enlargement, variance or waiver shall be valid unless made a part of the Policy by amendment or other written agreement.

Applicant understands that no insurance shall take effect until all underwriting requirements of the Company have been met. It is further understood that any insurance provided shall take effect on the effective date approved by the Company, and that Applicant should not cancel any predecessor policy or plan until notified by the Company that this Application has been approved.

IMPORTANT NOTE: Any person who, knowing and with intent to defraud any insurance company or other person: 1) files an application for insurance or statement of claim containing any materially false information; or 2) conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

By signing below, you have requested accident coverage with Catlin Insurance Company, Inc. The Premium due is fully earned and nonrefundable on the Effective Date of coverage. Any new account with Total Premium Due of \$15,000 or more must have underwriter review/approval prior to acceptance and binding. All sections must be completed in full in order for the policy to be issued.

We hereby request student accident insurance from Catlin Insurance Company, Inc. We understand the insurance will be in force as of the Effective Date indicated above or the postmark date, whichever is later, if this request is accepted and required premium is received by the Company.

ACCEPTANCE

Shari Lovett
Type/Print Name of Applicant's Authorized Representative

Superintendent
Title

Shari Lovett
Signature of Applicant's Authorized Representative

5/29/18
Date

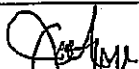
(707) 445-2660 x110
Telephone Number

slovett@nuarters.org
Email Address

Accepted By: _____
(Signature and Title of Underwriting Company Representative) Date

Make Premium Check Payable to Cypress Risk Management and mail check with complete form to:
Cypress Risk Management
1601 E. 69th Street, Suite 209
Sioux Falls, SD 57108

Local/Regional Licensed Agency

Agency Name: Buckman-Mitchell, Inc.	Agent Name JoeAnna Todd
Address: 500 N Santa Fe	Phone: 559-635-3523
City, State, Zip Visalia, CA 93292	Email: joanna@bminc.com
Signature 	License Number: 0C40373

Agenda Item 9.
ADMINISTRATION

Subject:

9.13 Student Enrollment and Attendance Report

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

Each month the Board receives this report to keep the Board apprised of enrollment and attendance patterns. As our revenue is generated by our enrollment and actual daily attendance, there are fiscal implications based on these figures.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

Agenda Item 10.
CURRICULUM AND INSTRUCTION

No Items

Subject:

No Items

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

None

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Stephanie Jackson

Agenda Item 11.

FACILITIES

Subject:

No items

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

None

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 12.

FUTURE AGENDA PLANNING

Subject:

12.1 Items for consideration for future agendas

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

The Board may consider items for future Board meeting agendas. Board members or the public may suggest agenda items. The Board President and the Director determine whether an item is placed on the agenda based upon if it is related to school business and within the jurisdiction of the Board.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 13.

FUTURE BOARD MEETINGS

Subject:

13. **FUTURE BOARD MEETINGS**

13.1 Future Board meetings - 6/28, 8/16, 9/20, 10/18, 11/15, 12/20

Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:

11.1 At its organizational meeting in March, the Board scheduled its meetings for the 2018 calendar year.

The Board may adjust this meeting schedule as needed.

Fiscal Implications:

None

Contact Person/s:

Shari Lovett, Jere Cox