



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

August 20, 2018
Open Session 9:00 a.m.

Teleconference locations:

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

Mt. Shasta Learning Center
510 N. Mt. Shasta Blvd, Mt. Shasta, 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: 9:00 AM, 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. BUSINESS AND FINANCE

2.1 Financial Report

Information

2.2 MOU with MUSD for Reimbursement for Health and Welfare Coverage for School Director

Action

2.3 School Pathways Agreement with NU- Humboldt Charter School

Action

2.4 School Pathways Agreement with NU-Siskiyou Charter School

Action

3. CONSENT AGENDA

Action

3.1 Approval of Warrants & Payroll

3.2 Approval of Minutes

June 27, 2018, June 28, 2018, June 29, 2018, July 16, 2018, July 17, 2018

3.3 Resignations, Hires and Leaves

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Information

4.1 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.

5. COMMUNITY RELATIONS/CORRESPONDENCE

No items

6. RECOGNITIONS/ANNOUNCEMENTS/REPORTS

Information

6.1 Board Members

6.2 Northern United - Siskiyou Charter School

6.3 Northern United - Humboldt Charter School

6.4 Director

7. ADMINISTRATION

7.1 Student Enrollment and Attendance Report

Information

7.2 Items for Surplus for Sale

Action

7.3 Items to Surplus to Donate to Caspar Creek Learning Community, Inc.

Action

7.4 Board Policies (BP) First Reading

Action

7.5 Northern United Charter Schools Bylaws

Action

8. CURRICULUM AND INSTRUCTION

No Items

9. FACILITIES

9.1 NU-Humboldt Charter School Facilities' Leases

Action

9.2 NU-Siskiyou Charter School Facilities' Leases

Action

10. FUTURE AGENDA PLANNING

10.1 Items to consider for future agendas

Information

11. FUTURE BOARD MEETINGS

11.1 Future Board meetings

Information

12. ADJOURNMENT

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.
BUSINESS AND FINANCE

Subject:

2.1 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

| OBJECT | Req. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | Used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|--------------|--------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 0.00 | 404,406.60 | 404,406.60 | 0.00 | 404,406.60 | 0.00 |
| 9512 PERS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 9513 OASDHI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 9514 H & W | 0.00 | 390.78- | 390.78- | 0.00 | 390.78- | 0.00 |
| 9515 SUI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 9518 MEDICARE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL Beginning balance | 0.00 | 404,015.82 | 404,015.82 | 0.00 | 404,015.82 | 0.00 |
| Current year revenue | | | | | | |
| 8011 STATE AID - CURRENT YEAR | 1,337,565.00 | 0.00 | 0.00 | 0.00 | 1,337,565.00 | 0.00 |
| 8012 EPA REVENUE | 27,156.00 | 0.00 | 0.00 | 0.00 | 27,156.00 | 0.00 |
| 8096 TRANSFERS TO CHART. IN LIBU TX | 27,658.00 | 0.00 | 0.00 | 0.00 | 27,658.00 | 0.00 |
| 8590 ALL OTHER STATE REVENUES | 403,451.00 | 0.00 | 0.00 | 0.00 | 403,451.00 | 0.00 |
| 8792 TF OF APPORT FROM COE | 16,864.00 | 0.00 | 0.00 | 0.00 | 16,864.00 | 0.00 |
| 8965 TF FR FD OF LAPSED/REORG LEAS | 429,979.00 | 0.00 | 429,979.00 | 0.00 | 0.00 | 100.00 |
| 8980 CONTRIBUTIONS FR UNRESTR REV | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| TOTAL Current year revenue | 2,242,673.00 | 429,979.00 | 429,979.00 | 0.00 | 1,812,694.00 | N/A |
| *TOTAL Beginning balance + Revenue | 2,242,673.00 | 429,979.00 | 429,979.00 | 0.00 | 1,812,694.00 | * |
| Expense | | | | | | |
| 1100 CERTIFICATED TEACHERS SALARIES | 409,810.00 | 0.00 | 0.00 | 0.00 | 409,810.00 | 0.00 |
| 1104 NDCS EDUCATION SPECIALIST | 67,670.00 | 0.00 | 0.00 | 0.00 | 67,670.00 | 0.00 |
| 1150 NDCS TUTOR | 6,500.00 | 0.00 | 0.00 | 0.00 | 6,500.00 | 0.00 |
| 1200 CERT PUPIL SUPPORT SALARY | 35,980.00 | 0.00 | 0.00 | 0.00 | 35,980.00 | 0.00 |
| 1300 CERTIFICATED SUPERV & ADM SAL | 22,400.00 | 0.00 | 0.00 | 0.00 | 22,400.00 | 0.00 |
| 1900 OTHER CERTIFICATED SALARIES | 51,640.00 | 0.00 | 0.00 | 0.00 | 51,640.00 | 0.00 |
| 2214 NDCS CUSTODIAN | 6,785.00 | 0.00 | 0.00 | 0.00 | 6,785.00 | 0.00 |
| 2218 NDCS COUNSELOR TECH | 5,654.80 | 0.00 | 0.00 | 0.00 | 5,654.80 | 0.00 |
| 2307 NORTH UNITED COORDINATOR | 20,565.00 | 0.00 | 0.00 | 0.00 | 20,565.00 | 0.00 |
| 2402 NORTH UNITED TECHNICIAN | 57,999.80 | 0.00 | 0.00 | 0.00 | 57,999.80 | 0.00 |
| 2403 NORTH UNITED CLERK/SITE SUPERV | 12,348.00 | 0.00 | 0.00 | 0.00 | 12,348.00 | 0.00 |
| 2405 NORTH UNITED ATTENDANCE TECH | 22,452.48 | 0.00 | 0.00 | 0.00 | 22,452.48 | 0.00 |
| 2900 OTHER CLASSIFIED SALARIES | 59,763.00 | 0.00 | 0.00 | 0.00 | 59,763.00 | 0.00 |
| 3101 STRS CERTIFICATED | 492,014.48 | 0.00 | 0.00 | 0.00 | 492,014.48 | 0.00 |
| 3201 PERS CERTIFICATED | 9,031.00 | 0.00 | 0.00 | 0.00 | 9,031.00 | 0.00 |
| 3202 PERS CLASSIFIED | 33,851.80 | 249.11 | 249.11 | 0.00 | 33,602.69 | 0.07 |
| 3301 SOCIAL SECURITY CERTIFICATED | 5,432.44 | 0.00 | 0.00 | 0.00 | 5,432.44 | 0.00 |
| 3302 SOCIAL SECURITY CLASSIFIED | 14,720.04 | 85.51 | 85.51 | 0.00 | 14,634.53 | 0.06 |
| 3311 MEDICARE - CERTIFICATED | 8,612.43 | 0.00 | 0.00 | 0.00 | 8,612.43 | 0.00 |
| 3312 MEDICARE - CLASSIFIED | 2,717.58 | 20.00 | 20.00 | 0.00 | 2,697.58 | 0.07 |
| 3401 HEALTH & WELFARE CERTIFICATED | 105,128.40 | 0.00 | 0.00 | 0.00 | 105,128.40 | 0.00 |
| 3402 HEALTH & WELFARE CLASSIFIED | 25,354.40 | 0.00 | 0.00 | 0.00 | 24,963.62 | 1.55 |
| 3411 NORTH UNITED CERTIFICATED H/W | 0.00 | 390.78 | 390.78 | 0.00 | 0.00 | N/A |
| 3412 NORTH UNITED CLASSIFIED HW | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 3501 UNEMPLOYMENT - CERTIFICATED | 296.81 | 0.00 | 0.00 | 0.00 | 296.81 | 0.00 |
| 3502 UNEMPLOYMENT - CLASSIFIED | 93.71 | 0.69 | 0.69 | 0.00 | 93.02 | 0.70 |
| 3601 WORKERS COMP - CERTIFICATED | 12,771.41 | 0.00 | 0.00 | 0.00 | 12,771.41 | 0.00 |

| OBJECT | Req. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance Used |
|--------------------------------------|----------------------------------|---------------------|--------------------------|--------------|-----------------|
| 3602 WORKERS COMP - CLASSIFIED | 4,029.53 | 0.00 | 0.00 | 0.00 | 4,029.53 |
| 4110 SOFTWARE - CURRICULA/SBE APPRV | 13,122.00 | 0.00 | 0.00 | 0.00 | 13,122.00 |
| 4241 NORTH UNITED DIGITAL BOOKS | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 4310 NORTH UNITED SUPPLIES | 28,250.00 | 0.00 | 0.00 | 0.00 | 28,250.00 |
| 4312 NORTH UNITED TEST SUPPLIES EL | 250.00 | 0.00 | 0.00 | 0.00 | 250.00 |
| 4314 FOOD - OTHER | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 4351 NORTH UNITED OFFICE SUPPLIES | 4,300.00 | 0.00 | 0.00 | 0.00 | 4,300.00 |
| 4374 NORTH UNITED CUSTODIAL SPLY | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 4377 NORTH UNITED GROUNDS SPLY | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 4381 NORTH UNITED BUILDING SUPPLY | 300.00 | 0.00 | 0.00 | 0.00 | 300.00 |
| 4383 NORTH UNITED LOCKS & KEYS | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 |
| 4384 NORTH UNITED BUILD REPAIR PART | 200.00 | 0.00 | 0.00 | 0.00 | 200.00 |
| 4389 NORTH UNITED EQUIP REPAIR PARTS | 200.00 | 0.00 | 0.00 | 0.00 | 200.00 |
| 4392 NORTH UNITED MEDICAL SUPPLIES | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 |
| 4393 NORTH UNITED WKSHP REFRESHMENT | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 4421 NORTH UNITED NON CAP EQUIPMENT | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 4445 NORTH UNITED COMPUTER EQUIPMENT | 9,800.00 | 0.00 | 0.00 | 0.00 | 9,800.00 |
| 4710 NORTH UNITED FOOD | 750.00 | 0.00 | 0.00 | 0.00 | 750.00 |
| 4720 NORTH UNITED PREPARED FOOD | 250.00 | 0.00 | 0.00 | 0.00 | 250.00 |
| 5201 J-4 TRAVEL | 3,250.00 | 0.00 | 0.00 | 0.00 | 3,250.00 |
| 5207 NORTH UNITED REGISTRATION FEE | 4,225.00 | 0.00 | 0.00 | 0.00 | 4,225.00 |
| 5209 NORTH UNITED ACCOMMODATIONS | 5,009.00 | 0.00 | 0.00 | 0.00 | 5,009.00 |
| 5261 NORTH UNITED STUDENT BUS TICKET | 2,500.00 | 0.00 | 0.00 | 0.00 | 2,500.00 |
| 5262 NORTH UNITED TRAVEL | 350.00 | 0.00 | 0.00 | 0.00 | 350.00 |
| 5300 DUES & MEMBERSHIPS | 300.00 | 0.00 | 0.00 | 0.00 | 300.00 |
| 5450 OTHER INSURANCE | 34,000.00 | 0.00 | 0.00 | 0.00 | 34,000.00 |
| 5500 OPERATION & HOUSEKEEPING SERV | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 5510 HEATING BUTANE, OIL | 2,515.00 | 0.00 | 0.00 | 0.00 | 2,515.00 |
| 5520 ELECTRICITY | 11,835.00 | 118.59 | 118.59 | 0.00 | 11,716.41 |
| 5530 WATER&/OR SEWAGE | 400.00 | 0.00 | 0.00 | 0.00 | 400.00 |
| 5560 LAUNDRY/DRY CLEANING | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 |
| 5612 NORTH UNITED RENT/LEASE BLDG | 114,526.00 | 19,200.09 | 19,200.00 | 0.00 | 95,326.00 |
| 5618 NORTH UNITED LEASE | 75.00 | 0.00 | 0.00 | 0.00 | 75.00 |
| 5623 NORTH UNITED EQUIP RENT/LEASE | 10,595.00 | 0.00 | 0.00 | 0.00 | 10,595.00 |
| 5637 NORTH UNITED MAINTENANCE AGRIC | 9,300.00 | 0.00 | 0.00 | 0.00 | 9,300.00 |
| 5800 PROFES'L/CONSULTG SVCS/OP EXP | 38,204.00 | 0.00 | 0.00 | 0.00 | 38,204.00 |
| 5801 LEGAL FEES | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 5812 NORTH UNITED LIBRARY CONTRACT | 950.00 | 0.00 | 0.00 | 0.00 | 950.00 |
| 5822 NORTH UNITED PROFESSIONAL SERV | 7,500.00 | 0.00 | 0.00 | 0.00 | 7,500.00 |
| 5823 NORTH UNITED PROFESSIONAL SERV | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 |
| 5831 NORTH UNITED ADVERTISEMENT | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 |
| 5861 NORTH UNITED FINGERPRINTING | 800.00 | 0.00 | 0.00 | 0.00 | 800.00 |
| 5881 NORTH UNITED OTHER CHGS/FEES | 13,743.00 | 0.00 | 0.00 | 0.00 | 13,743.00 |
| 5909 NORTH UNITED TELEPHONE/COMM | 450.00 | 61.80 | 61.80 | 0.00 | 388.20 |
| 5922 COMMUNICATION - TELEPHONE SVCS | 4,200.00 | 377.50 | 377.50 | 0.00 | 3,822.50 |
| 5950 NORTH UNITED POSTAGE | 600.00 | 0.00 | 0.00 | 0.00 | 600.00 |
| 5962 NORTH UNITED COMMUNICATIONS | 3,074.00 | 0.00 | 0.00 | 0.00 | 3,074.00 |
| 7142 OTH FUILL EXC CST FMT TO COE | 9,098.00 | 0.00 | 0.00 | 0.00 | 9,098.00 |
| 7310 TRANSFERS OF INDIRECT COSTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL Expense | 1,838,968.11 | 25,963.18 | 25,963.18 | 0.00 | 1,813,004.93 |

FUND :62 CHARTER SCH. ENTERPRISE FUND 07/01/2018 - 07/30/2018

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance Used |
|--------------------------------|----------------------------------|---------------------|--------------------------|--------------|-----------------|
| Ending balance | 403,704.89- | 0.00 | 0.00 | 0.00 | 403,704.89- |
| 9790 FUND BAL-UNDESIG/DNAPPROP | 403,704.89- | 0.00 | 0.00 | 0.00 | 403,704.89- |
| TOTAL Ending balance | 403,704.89 | 404,015.82 | 404,015.82 | | |

**Fund balance

**

HUMBOLDT COUNTY OFFICE OF EDUCATION

75 - Northern United Humboldt
Budget Financial Monthly Report - Detail (From: 7/1/2018 To: 7/31/2018)

| Object | Object Description | Adopted Budget | Revised Budget | Activity Prior Month | Current Activity | Balance |
|---|--------------------------------|---------------------|---------------------|----------------------|------------------|---------------------|
| 75 - Northern United Humboldt | | | | | | |
| Fund 62 CHARTER SCHOOLS ENTERPRISE FND | | | | | | |
| Revenue | | | | | | |
| Revenue Limit Sources (8010 to 8099) | | | | | | |
| 8011 | REVENUE LIMIT ST AID-CURR YR | 2,088,304.00 | 2,088,304.00 | 0.00 | 0.00 | 2,088,304.00 |
| 8012 | REVENUE LIMIT-EPA | 524,638.00 | 524,638.00 | 0.00 | 0.00 | 524,638.00 |
| 8096 | TRANSFERS>CHARTERS IN LIEU TAX | 1,335,069.00 | 1,335,069.00 | 0.00 | 0.00 | 1,335,069.00 |
| Total Revenue Limit S (8010 to 8099) | | 3,948,011.00 | 3,948,011.00 | 0.00 | 0.00 | 3,948,011.00 |
| All Other Financing Sources (8930 to 8979) | | | | | | |
| 8965 | TRANS FRM FND OF LAPSD/REORG | 500,000.00 | 500,000.00 | 0.00 | 0.00 | 500,000.00 |
| Total All Other Finan (8930 to 8979) | | 500,000.00 | 500,000.00 | 0.00 | 0.00 | 500,000.00 |
| Revenue Contribution (8980 to 8999) | | | | | | |
| 8984 | CONTRIBUTION>LCFF | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 8989 | CONTRIBUTION > SPECIAL ED | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Revenue Contrib (8980 to 8999) | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Revenue | | 4,448,011.00 | 4,448,011.00 | 0.00 | 0.00 | 4,448,011.00 |
| Expenditure | | | | | | |
| (to) | | | | | | |
| 7999 | EST ENDING FUND BALANCE | 527,957.00 | 527,957.00 | 0.00 | 0.00 | 527,957.00 |
| Total (to) | | 527,957.00 | 527,957.00 | 0.00 | 0.00 | 527,957.00 |
| Certificated Salary (1000 to 1999) | | | | | | |
| 1100 | TEACHERS SALARIES - REGULAR | 1,251,863.00 | 1,251,863.00 | 0.00 | 20,705.00 | 1,231,158.00 |
| 1104 | SPECIAL ED TEACHER | 219,430.00 | 219,430.00 | 0.00 | 4,908.33 | 214,521.67 |
| 1150 | TEACHER SALARY - OTHER PAY | 26,707.00 | 26,707.00 | 0.00 | 0.00 | 26,707.00 |
| 1200 | CERT PUPIL SUPPORT SAL - REG | 59,340.00 | 59,340.00 | 0.00 | 1,963.33 | 57,376.67 |
| 1300 | CERT SUPRVSR'S & ADMINS' SAL | 89,600.00 | 89,600.00 | 0.00 | 9,333.33 | 80,266.67 |
| 1900 | OTHER CERT SALARY - REGULAR | 72,420.00 | 72,420.00 | 0.00 | 4,673.34 | 67,746.66 |
| Total Certificated Sa (1000 to 1999) | | 1,719,360.00 | 1,719,360.00 | 0.00 | 41,583.33 | 1,677,776.67 |

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes;
Suppress Net Zero Accounts = Yes

HUMBOLDT COUNTY OFFICE OF EDUCATION

75 - Northern United Humboldt
Budget Financial Monthly Report - Detail (From: 7/1/2018 To: 7/31/2018)

| Object | Object Description | Adopted Budget | Revised Budget | Activity Prior Month | Current Activity | Balance |
|---|---|---------------------|---------------------|----------------------|------------------|-------------------|
| 75 - Northern United Humboldt | | | | | | |
| Fund 62 CHARTER SCHOOLS ENTERPRISE FND | | | | | | |
| Expenditure | | | | | | |
| Classified Salary (2000 to 2999) | | | | | | |
| 2100 | CLASS INSTR AIDE SAL-REGULAR | 67,217.00 | 67,217.00 | 0.00 | 0.00 | 67,217.00 |
| 2122 | INSTR AIDE SAL HRLY-SPECL ED | 20,196.00 | 20,196.00 | 0.00 | 0.00 | 20,196.00 |
| 2214 | CUSTODIAN | 7,568.00 | 7,568.00 | 0.00 | 0.00 | 7,568.00 |
| 2218 | COUNSELING/CAREER TECHNICIAN | 21,795.00 | 21,795.00 | 0.00 | 0.00 | 21,795.00 |
| 2255 | COMPUTER LAB TECHNICIAN | 58,900.00 | 58,900.00 | 0.00 | 4,908.33 | 53,991.67 |
| 2307 | COORDINATOR | 96,735.00 | 96,735.00 | 0.00 | 9,775.00 | 86,960.00 |
| 2402 | ACCOUNT TECHNICIAN | 136,456.00 | 136,456.00 | 0.00 | 9,078.30 | 127,377.70 |
| 2403 | CLERICAL TECHNICIAN | 94,469.00 | 94,469.00 | 0.00 | 0.00 | 94,469.00 |
| 2405 | ATTENDANCE TECHNICIAN | 54,081.00 | 54,081.00 | 0.00 | 6,236.80 | 47,844.20 |
| 2900 | OTHER CLASS SALARIES-REGULAR | 130,845.00 | 130,845.00 | 0.00 | 99.00 | 130,746.00 |
| | Total Classified Sala (2000 to 2999) | 688,262.00 | 688,262.00 | 0.00 | 30,097.43 | 658,164.57 |
| Employee Benefit (3000 to 3999) | | | | | | |
| 3101 | STRS - CERTIFICATED | 279,913.00 | 279,913.00 | 0.00 | 6,769.77 | 273,143.23 |
| 3202 | PERS - CLASSIFIED | 103,240.00 | 103,240.00 | 0.00 | 5,436.19 | 97,803.81 |
| 3312 | SOCIAL SECURITY-CLASSIFIED | 39,981.00 | 39,981.00 | 0.00 | 1,866.05 | 38,114.95 |
| 3331 | MEDICARE-CERTIFICATED | 24,930.00 | 24,930.00 | 0.00 | 602.94 | 24,327.06 |
| 3332 | MEDICARE-CLASSIFIED | 9,351.00 | 9,351.00 | 0.00 | 436.41 | 8,914.59 |
| 3411 | HEALTH & WELFARE BENEFITS-CRT | 375,987.00 | 375,987.00 | 0.00 | 26,917.04 | 349,069.96 |
| 3412 | HEALTH & WELFARE BENEFITS-CLS | 140,995.00 | 140,995.00 | 0.00 | 8,501.61 | 132,493.39 |
| 3501 | ST UNEMPLOYMENT INS-CERTIF | 860.00 | 860.00 | 0.00 | 20.78 | 839.22 |
| 3502 | ST UNEMPLOYMENT INS-CLASSIFD | 322.00 | 322.00 | 0.00 | 15.04 | 306.96 |
| 3601 | WORKER'S COMP-CERTIFICATED | 36,966.00 | 36,966.00 | 0.00 | 0.00 | 36,966.00 |
| 3602 | WORKER'S COMP-CLASSIFIED | 13,865.00 | 13,865.00 | 0.00 | 0.00 | 13,865.00 |
| | Total Employee Benefi (3000 to 3999) | 1,026,410.00 | 1,026,410.00 | 0.00 | 50,565.83 | 975,844.17 |
| Books and Supplies (4000 to 4999) | | | | | | |
| 4110 | TEXTBOOKS | 32,500.00 | 32,500.00 | 0.00 | 0.00 | 32,500.00 |
| 4241 | COMPUTERZD BOOKS (NOT TEXTS) | 1,000.00 | 1,000.00 | 0.00 | 0.00 | 1,000.00 |

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes; Suppress Net Zero Accounts = Yes

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Budget Financial Monthly Report - Detail (From: 7/1/2018 To: 7/31/2018)

| Object | Object Description | Adopted Budget | Revised Budget | Activity Prior Month | Current Activity | Balance |
|---|---|------------------|------------------|----------------------|------------------|------------------|
| 75 - Northern United Humboldt | | | | | | |
| Fund 62 CHARTER SCHOOLS ENTERPRISE FND | | | | | | |
| Expenditure | | | | | | |
| Books and Supplies (4000 to 4999) | | | | | | |
| 4310 | MATERIALS & SUPPLIES | 35,497.00 | 35,497.00 | 0.00 | 0.00 | 35,497.00 |
| 4312 | SUBSCRIPTIONS/PERIODICALS | 350.00 | 350.00 | 0.00 | 0.00 | 350.00 |
| 4314 | TESTS | 1,100.00 | 1,100.00 | 0.00 | 0.00 | 1,100.00 |
| 4351 | OFFICE SUPPLIES | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 3,500.00 |
| 4364 | GASOLINE | 2,439.00 | 2,439.00 | 0.00 | 0.00 | 2,439.00 |
| 4374 | CUSTODIAL SUPPLIES | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 5,500.00 |
| 4377 | GROUPS SUPPLIES | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 |
| 4392 | MEDICAL SUPPLIES | 250.00 | 250.00 | 0.00 | 0.00 | 250.00 |
| 4393 | WORKSHOP REFRESHMENTS | 2,800.00 | 2,800.00 | 0.00 | 0.00 | 2,800.00 |
| 4445 | COMPUTERS | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 4453 | OTHER TECHNOLOGY | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 1,500.00 |
| 4710 | FOOD | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| | Total Books and Suppl (4000 to 4999) | 92,936.00 | 92,936.00 | 0.00 | 0.00 | 92,936.00 |
| Services and Operating Expenditures (5000 to 5999) | | | | | | |
| 5201 | EMPLOYEE MILEAGE | 23,000.00 | 23,000.00 | 0.00 | 0.00 | 23,000.00 |
| 5207 | REGISTRATION FEES | 16,250.00 | 16,250.00 | 0.00 | 0.00 | 16,250.00 |
| 5209 | ACCOMMODATIONS | 19,000.00 | 19,000.00 | 0.00 | 0.00 | 19,000.00 |
| 5261 | BUS TICKETS FOR STUDENTS | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 5300 | DUES & MEMBERSHIPS | 1,750.00 | 1,750.00 | 0.00 | 0.00 | 1,750.00 |
| 5612 | RENTALS AND LEASES-BUILDINGS | 246,436.00 | 246,436.00 | 0.00 | 33,376.00 | 213,060.00 |
| 5618 | RENTALS AND LEASES-VEHICLES | 500.00 | 500.00 | 0.00 | 0.00 | 500.00 |
| 5623 | RENTALS AND LEASES-EQUIPMENT | 7,500.00 | 7,500.00 | 0.00 | 0.00 | 7,500.00 |
| 5637 | MAINTENANCE AGREEMENTS | 12,000.00 | 12,000.00 | 0.00 | 0.00 | 12,000.00 |
| 5800 | CONTRACTED SERVICES | 31,100.00 | 31,100.00 | 0.00 | 720.00 | 30,380.00 |
| 5801 | STUDENT TRAVEL/FIELDTRIPS | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 |
| 5812 | LIBRARY CONTRACT | 9,000.00 | 9,000.00 | 0.00 | 0.00 | 9,000.00 |
| 5819 | OTHER INTER-LEA CONTRACTS | 2,500.00 | 2,500.00 | 0.00 | 0.00 | 2,500.00 |

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes; Suppress Nat Zero Accounts = Yes

HUMBOLDT COUNTY OFFICE OF EDUCATION
75 - Northern United Humboldt
Budget Financial Monthly Report - Detail (From: 7/1/2018 To: 7/31/2018)

| Object | Object Description | Adopted Budget | Revised Budget | Activity Prior Month | Current Activity | Balance |
|---|------------------------------|---------------------|---------------------|----------------------|---------------------|---------------------|
| 75 - Northern United Humboldt | | | | | | |
| Fund 62 CHARTER SCHOOLS ENTERPRISE FND | | | | | | |
| Expenditure | | | | | | |
| Services and Operating Expenditures (5000 to 5999) | | | | | | |
| 5831 | ADVERTISEMENT | 0.00 | 0.00 | 0.00 | 214.64 | (214.64) |
| 5845 | INFORMTN NETWORK SERV CONTR | 15,000.00 | 15,000.00 | 0.00 | 0.00 | 15,000.00 |
| 5881 | OTHER CHARGES/FEEES | 100.00 | 100.00 | 0.00 | 0.00 | 100.00 |
| 5922 | TELEPHONE LINES - TECHNOLOGY | 750.00 | 750.00 | 0.00 | 0.00 | 750.00 |
| 5950 | POSTAGE | 1,200.00 | 1,200.00 | 0.00 | 0.00 | 1,200.00 |
| Total Services and Op (5000 to 5999) | | 393,086.00 | 393,086.00 | 0.00 | 34,310.64 | 358,775.36 |
| Total Expenditure | | 4,448,011.00 | 4,448,011.00 | 0.00 | 156,557.23 | 4,291,453.77 |
| Assets | | | | | | |
| 9110 | CASH IN COUNTY TREASURY | 0.00 | 0.00 | 0.00 | (121,102.76) | (121,102.76) |
| Total Assets | | 0.00 | 0.00 | 0.00 | (121,102.76) | (121,102.76) |
| Liabilities | | | | | | |
| 9537 | EMPLOYER H&W SUSPENSE ACCNT | 0.00 | 0.00 | 0.00 | (35,418.65) | (35,418.65) |
| 9540 | EMPLOYER S.U.I. SUSP ACCNT | 0.00 | 0.00 | 0.00 | (35.82) | (35.82) |
| Total Liabilities | | 0.00 | 0.00 | 0.00 | (35,454.47) | (35,454.47) |
| Fund Balance | | | | | | |
| 9790 | UNDESIGNATED/UNAPPROPRIATED | (527,957.00) | (527,957.00) | 0.00 | 0.00 | (527,957.00) |
| 9798 | FUND BALANCE - CONTROL ACCNT | 527,957.00 | 527,957.00 | 0.00 | 0.00 | 527,957.00 |
| 9799 | NET GAIN OR LOSS - CONTRL AC | (527,957.00) | (527,957.00) | 0.00 | 0.00 | (527,957.00) |
| Total Fund Balance | | (527,957.00) | (527,957.00) | 0.00 | 0.00 | (527,957.00) |

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes;
 Suppress Net Zero Accounts = Yes

HUMBOLDT COUNTY OFFICE OF EDUCATION

75 - Northern United Humboldt
 Budget Financial Monthly Report - Detail (From: 7/1/2018 To: 7/31/2018)

| Object | Object Description | Adopted Budget | Revised Budget | Activity Prior Month | Current Activity | Balance |
|---|---|-------------------|-------------------|----------------------|---------------------|-------------------|
| 75 - Northern United Humboldt | | | | | | |
| Fund 62 CHARTER SCHOOLS ENTERPRISE FND | | | | | | |
| Budgetary and Control | | | | | | |
| 9810 | ESTIMATED REVENUE-BUDGET | 4,448,011.00 | 4,448,011.00 | 0.00 | 0.00 | 4,448,011.00 |
| 9820 | ESTIMATED EXPENDITURES-BUDGET | (3,920,054.00) | (3,920,054.00) | 0.00 | 0.00 | (3,920,054.00) |
| 9850 | EXPENDITURE CONTROL ACCOUNT | 0.00 | 0.00 | 0.00 | 156,557.23 | 156,557.23 |
| | Total Budgetary and Control | 527,957.00 | 527,957.00 | 0.00 | 156,557.23 | 684,514.23 |
| | Total Fund 62 CHARTER SCHOOLS ENTERPRISE FND | 0.00 | 0.00 | 0.00 | (156,557.23) | 156,557.23 |
| | Total 75 - Northern United Humboldt | 0.00 | 0.00 | 0.00 | (156,557.23) | 156,557.23 |

Criteria: Type = Detail; Include Accruals = Yes; Include AC Funds = Yes; Object Group by = Major Range ; Include Range Detail = No; Summarize = Fund; Page Break by Summarize = Yes;
 Suppress Net Zero Accounts = Yes

Agenda Item 2.
BUSINESS AND FINANCE

Subject:

2.2 MOU with MUSD for Reimbursement for Health and Welfare Coverage for School Director

Action Requested:

Approval

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

With this agreement NUCS will manage the health and welfare benefits process for the School Director and be reimbursed by Mattole USD for their .3 FTE portion of the cost of the benefits.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Memorandum of Understanding

Re: Health and Welfare benefits share of cost between Northern United – Humboldt Charter School and Mattole Unified School District for the 2018/2019 school year.

Shari Lovett is the school Superintendent for both Northern United – Humboldt Charter School and Mattole Unified School District.

Mattole Unified School District is employing Shari Lovett at a .3 FTE for the 2018/2019 school year. Mattole Unified School District will pay her directly.

Northern United – Humboldt Charter School is employing Shari Lovett at a 1.0 FTE for the 2018/2019 school year. Northern United - Humboldt Charter School will pay her directly.

Northern United – Humboldt Charter School has agreed to manage the health and welfare process. Northern United – Humboldt Charter School will be responsible for paying 1.0 FTE of the capped amount of Shari Lovett's health and welfare benefits for school year 2018/2019 in the amount of (\$12,368) toward the health and welfare. Mattole Unified School District will be responsible for paying .3 FTE of the capped amount (\$13,368), for Shari Lovett's health and welfare benefits in school year 2018/2019 for the amount of \$4,010.40 to Northern United – Humboldt Charter School. This one-time payment is due May 1st, 2019, Northern United – Humboldt Charter School will bill through inter-district transfer. Shari's portion of the health and welfare for school year 2018/2019 will be \$3,644.64 divided into 12 monthly payments and deducted from her monthly salary.

Northern United – Humboldt Charter School
Board President

Date


Mattole Unified School District
Board President

8/9/2018
Date

Agenda Item 3.

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:

3.1 Approval of Warrants and Payroll for NU-Humboldt Charter School

Action Requested:

Approval

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. See attached.

Fiscal Implications:

Warrants:

NU-Humboldt Charter School - \$64,542.59

Payroll:

NU-Humboldt Charter School - \$30,425.15

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

| WARRANT NUMBER | VENDOR NAME (RENT) | BATCH | DATE | REFERENCE LN | FUNDS | ACCOUNT CLASSIFICATION | DESCRIPTION | AMOUNT |
|----------------------|--|-------|-------------|--------------|-----------------------------------|------------------------|------------------|-------------|
| 036351 | 030004-01 DENNIS AMBROSINI | 0001 | JULY LEASES | PV-190006 | 62-0000-0-1195-8700-5612-000-0000 | JULY RENT | * WARRANT AMOUNT | 2,500.00 |
| 036352 | 030005-01 CAMPION PLAZA | | | PV-190003 | 62-0000-0-1195-8700-5612-000-0000 | JULY RENT | * WARRANT AMOUNT | 4,838.00 |
| 036353 | 030008-01 PETER JAY DAGGETT | | | PV-190002 | 62-0000-0-1195-8700-5612-000-0000 | JULY RENT | * WARRANT AMOUNT | 3,500.00 |
| 036354 | 030007-01 HADLEY FAMILY TRUST | | | PV-190007 | 62-0000-0-1195-8700-5612-000-0000 | JULY RENT | * WARRANT AMOUNT | 400.00 |
| 036355 | 030002-01 DAVID KATZ | | | PV-190004 | 62-0000-0-1195-8700-5612-000-0000 | JULY RENT | * WARRANT AMOUNT | 550.00 |
| 036356 | 030011-01 STUDIO 299-CENTER FOR THE ARTS | | | PV-190009 | 62-0000-0-1195-8700-5612-000-0000 | JULY RENT | * WARRANT AMOUNT | 1,000.00 |
| 036357 | 030012-01 YUROK TRIBE | | | PV-190001 | 62-0000-0-1195-8700-5612-000-0000 | JULY RENT | * WARRANT AMOUNT | 3,500.00 |
| *** FUND TOTALS *** | | | | | | | | 16,588.00** |
| *** BATCH TOTALS *** | | | | | | | | 16,588.00** |

DISTRICT: 75 NORTHERN UNITED CHARTER SCHOOL
 FUND: 62 CHARTER SCHOOLS ENTERPRISE FND
 ACCOUNT CLASSIFICATION: Y Goal Func Dbj Sch Mgmt DESCRIPTION

APY250 (N-01)

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE WARRANT REGISTER -- DISTRICT
(Warrants Dated 07/25/2018)

#J5927 PAGE: 2
07/25/18

DISTRICT: 79 NORTHERN UNITED CHARTER SCHOOL BATCH: 0003 AUGUST
FUND: 62 CHARTER SCHOOLS ENTERPRISE FND
WARRANT VENDOR NAME (REMITT) ACCOUNT CLASSIFICATION
NUMBER NUMBER REG# REFERENCE LN Fu Res Y Goal Func Obj Sch Mgmt DESCRPTION AMOUNT

036358 030004-01 DENNIS AMBROSINI PV-190010 62-0000-0-1195-8700-5612-000-0000 AUGUST RENT 2,500.00
* WARRANT AMOUNT=

036359 030033-01 MATT BEARD PV-190017 62-0000-0-1192-2700-5631-000-0000 07/0181 214.64
* WARRANT AMOUNT=

036360 030005-01 CAMPION PLAZA PV-190011 62-0000-0-1195-8700-5612-000-0000 AUGUST RENT 4,838.00
* WARRANT AMOUNT=

036361 030008-01 PETER JAY DAGGETT PV-190012 62-0000-0-1195-8700-5612-000-0000 AUGUST RENT 3,500.00
* WARRANT AMOUNT=

036362 030007-01 HADLEY FAMILY TRUST PV-190013 62-0000-0-1195-8700-5612-000-0000 AUGUST RENT 400.00
* WARRANT AMOUNT=

036363 030021-01 HUMBOLDT HOUSE CLEANING PV-190014 62-0000-0-1195-8100-5800-000-0000 239292 720.00
* WARRANT AMOUNT=

036364 030002-01 DAVID KATZ PV-190014 62-0000-0-1195-8700-5612-000-0000 AUGUST RENT 950.00
* WARRANT AMOUNT=

036365 030011-01 STUDIO 299-CENTER FOR THE ARTS PV-190009 62-0000-0-1195-8700-5612-000-0000 AUGUST RENT 1,000.00
* WARRANT AMOUNT=

036366 030012-01 YURDK TRIBE PV-190015 62-0000-0-1195-8700-5612-000-0000 AUGUST RENT 3,500.00
* WARRANT AMOUNT=

*** FUND TOTALS *** TOTAL NUMBER OF WARRANTS: 9 TOTAL AMOUNT OF WARRANTS: \$17,622.64**
*** BATCH TOTALS *** TOTAL NUMBER OF WARRANTS: 9 TOTAL AMOUNT OF WARRANTS: \$17,622.64**
*** DISTRICT TOTALS *** TOTAL NUMBER OF WARRANTS: 15 TOTAL AMOUNT OF WARRANTS: \$34,210.64**

DISTRICT: 75 NORTHERN UNITED CHARTER SCHOOL BATCH: 0004 APRIL FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

WARRANT VENDOR NAME (REMIT) REG# REFERENCE ACCOUNT CLASSIFICATION DESCRIPTION AMOUNT

036739 030039-01 APEX LEARNING PV-190018 62-0000-0-1110-1000-5800-000-8039 00101322 7,500.00
 * WARRANT AMOUNT=12,500.00 *
 62-0000-0-1110-1000-5800-000-0000 00101322 5,000.00
 * WARRANT AMOUNT=12,500.00 *

036740 030014-01 CRYSTAL SPRINGS WATER CO PV-190019 62-0000-0-1193-8100-5831-000-0000 34847 57.50
 * WARRANT AMOUNT=12,500.00 *

036741 030039-01 RENAISSANCE INTERNET PV-190020 62-0000-0-1110-1000-5800-000-0000 6317-611 42.95
 * WARRANT AMOUNT=12,500.00 *

036742 030028-01 SECURITY LOCK & ALARM PV-190021 62-0000-0-1193-8100-5800-000-8039 6394-JUL18 173.50
 * WARRANT AMOUNT=12,500.00 *

036743 030034-01 WESTERN ASSDC SCHOOLS COLLEGES PV-190022 62-0000-0-1110-2700-5800-000-0000 1105187 750.00
 * WARRANT AMOUNT=12,500.00 *

*** FUND TOTALS *** TOTAL NUMBER OF WARRANTS: 5 TOTAL AMOUNT OF WARRANTS: \$13,543.95**
 *** BATCH TOTALS *** TOTAL NUMBER OF WARRANTS: 5 TOTAL AMOUNT OF WARRANTS: \$13,543.95**
 *** DISTRICT TOTALS *** TOTAL NUMBER OF WARRANTS: 5 TOTAL AMOUNT OF WARRANTS: \$13,543.95**

DISTRICT: 75 NORTHERN UNITED CHARTER SCHOOL

HUMBOLDT COUNTY OFFICE OF EDUCATION
ACCOUNTS PAYABLE -- SUMMARY BY OBJECT
(Months Dated 08/01/2018)

FUND: 62 CHARTER SCHOOLS ENTERPRISE FND

| OBJECT | DESCRIPTION | AMOUNT |
|--------|---------------------|--------------|
| 5530 | WATER SERVICES | 57.50 |
| 5800 | CONTRACTED SERVICES | 13,486.45 |
| | **TOTAL FUND: | 13,543.95** |
| | ***TOTAL DISTRICT: | 13,543.95*** |

HUMBOLDT COUNTY OFFICE OF EDUCATION
Employee Payroll Earnings Final

Production Run: 338
75 Northern United Humboldt
Pay Cycle: 07
Cycle Type: R
W-Date: 07/31/2018
Fiscal Year: 2019
Pay Cal: CEMEND, CLMEND

| | | | | | | | | | | | |
|------------------------------|----|---------------------------------|----|----------|-----|-----|-----|-----|-----|-----|---|
| Payroll Totals - District 75 | 15 | First Time Paid Employees | 15 | STRS P/U | 7.0 | B/O | 0.0 | REG | 0.0 | RET | 0 |
| Total Employees Paid | 15 | DNP Payout only | 0 | PERS P/U | 6.0 | B/O | 0.0 | REG | 0.0 | RET | 0 |
| Receiving Warrants | 15 | EFT/Prenote Restriction | 0 | Non-Mem | 0.0 | ARS | 0.0 | REG | 0.0 | | |
| EFT Payments | 0 | EFT/Prenote (Receiving Warrant) | 12 | | | | | | | | |

| | | | | | | | | | | | | | |
|---------------|-----------|-----------|------|-------|------|----------|------|----------|-----------|----------|-------|-------|-----------|
| Salary Totals | 71,636.39 | Longevity | 0.00 | Shift | 0.00 | Oth Base | 0.00 | Tot Base | 71,636.39 | Non-Base | 44.37 | GROSS | 71,680.76 |
|---------------|-----------|-----------|------|-------|------|----------|------|----------|-----------|----------|-------|-------|-----------|

| | | | | | | | | | |
|---------------|----|-----------------|-----------|----|-----------------|------|----|-----------------|-------|
| Totals By Pty | P | POSITION- MAGIC | 71,636.39 | PA | POSITION ADJ | 0.00 | PD | POSITION DOCK | 0.00 |
| | PR | POSITION- RETRO | 0.00 | PX | GENERATED ADJ | 0.00 | PY | GENERATED ADJ 2 | 0.00 |
| | PZ | GENERATED ADJ 3 | 0.00 | PT | GENERATED ADJ 4 | 0.00 | PU | GENERATED ADJ 5 | 0.00 |
| | PV | GENERATED ADJ 6 | 0.00 | PK | POSITION DOCK % | 0.00 | O | OTHER BASE EARN | 0.00 |
| | OA | OTHER BASE ADJ | 0.00 | OD | OTHER BASE DOCK | 0.00 | M | MANUAL PAY LINE | 44.37 |
| | MD | MANUAL DOCK | 0.00 | R | RATE PAY LINE | 0.00 | C | CASH INLIEU | 0.00 |
| | CA | CASH INLIEU ADJ | 0.00 | | | | | | |

| | | | | | | | | | | |
|---------------------|-------|----------------------|------|------|---------------------|-----------|------|----------------------|----------------------|------|
| Totals By Earn Type | ADD1 | ADD EARN/PERS-STRS C | 0.00 | DNP | DNP | **DO NOT | 0.00 | LONG | LONGEVITY - PAID MON | 0.00 |
| | MAST | MASTER STIPEND | 0.00 | NML | NORMAL PAY | 71,680.76 | NML9 | FULL TIME IN ANOTHER | 0.00 | |
| | NIMLF | FURLOUGH DAYS DOCK | 0.00 | STP1 | STIPEND/PERS & STRS | 0.00 | STP2 | STIPEND/PERS & STRS | 0.00 | |
| | STP3 | STIPEND/PERS-NO/STRS | 0.00 | SUB | SUBSTITUTE | 0.00 | VACP | VACATION PAYOFF-LUMP | 0.00 | |
| | VACT | VACATION PAYOFF - TE | 0.00 | | | | | | | |

| | | | | | | | | | | | |
|---------------------|-----------|------------|-----------|---------|-----------|------|----------|---------|----------|----------|-----------|
| Total Hours | 6,0000 | Total Days | 0.0000 | | | | | | | | |
| Employee Deductions | 0.00 | STRS GR | 41,583.33 | FICA GR | 30,097.43 | FIT | 5,005.45 | HW/DED | 7,282.11 | SUBJ DNP | 0.00 |
| T403B | 0.00 | STRS | 4,262.28 | FICA | 1,866.05 | AFIT | 375.00 | VOL DED | 0.00 | DNP IN | 0.00 |
| T457B | 0.00 | PERS GR | 30,097.43 | MEDI GR | 71,680.76 | SIT | 2,052.29 | INV DED | 0.00 | DNP OUT | 0.00 |
| S125 | 0.00 | PERS | 2,106.83 | MEDI | 1,039.35 | ASIT | 350.00 | R403B | 0.00 | DNP PROJ | 0.00 |
| NTX GR | 6,369.11 | ARS GR | 0.00 | S/B | 0.00 | EIC | 0.00 | SDI GR | 0.00 | DNP YTD | 0.00 |
| NTX RET | 65,311.65 | SIT GR | 65,311.65 | ARS | 0.00 | HSA | 0.00 | SDI | 0.00 | NET PAY | 47,341.40 |

| | | | | | | | | | | | | | |
|----------------|----------|------|----------|----------|-----------|--------|-----------|-------|-----------|-------|-----------|-----|------|
| Employer Costs | 6,769.77 | PERS | 5,436.19 | PERS B/O | 0.00 | ARS | 0.00 | FICA | 1,866.05 | MEDI | 1,039.35 | HSA | 0.00 |
| STRS | 0.00 | SUI | 35.82 | HW | 15,277.97 | SUI GR | 71,680.76 | WC GR | 71,680.76 | TOTAL | 30,425.15 | | |

Agenda Item 3.

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:

3.2 Approval of Warrants and Payroll for NU-Siskiyou Charter School

Action Requested:

Approval

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. See attached.

Fiscal Implications:

Warrants:

NU-Siskiyou Charter School - \$91,093.61

Payroll:

NU-Siskiyou Charter School - \$2,620.48

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

**Siskiyou County Office of Education
Request for Warrant Processing**

BATCH # 719

District # 43 District Name NORTHERN UNITED SISKIYOU CHARTER SCHOOL

| Fund # | Fund Name | District Total | Audited Total |
|--------|--|----------------|---------------|
| 01 | General Fund | | |
| 11 | Adult Education Fund | | |
| 12 | Child Development Fund | | |
| 13 | Cafeteria Fund | | |
| 14 | Deferred Maintenance | | |
| 15 | Pupil Transportation Equip Fund | | |
| 17 | Special Reserve Fund Other Than Capital Outlay | XXXXXXXXXX | XXXXXXXXXX |
| 25 | Capital Facilities (Developer Fees) Fund | | |
| 30 | State School Building/Lease Purchase Fund | | |
| 40 | Special Reserve Capital Outlay Projects | | |
| 71 | Retiree Benefit Fund | | |
| 62 | NORTHERN UNITED SISKIYOU CHARTER SCH | 23,839.89 | 23,839.89 |
| | Batch Total | | |

By order of the governing board, the Siskiyou County Office of Education is authorized to draw warrants to the claimants of said school district as per attached listing.

Trustee _____ Trustee _____
 Trustee _____ Trustee _____
 Trustee _____ Trustee _____
 Trustee _____

District Superintendent _____

Board Approval Date _____ Mail _____ Hold _____

-For Siskiyou County Office of Education Use Only-

Audited By: Jan Audit Date: 7-18-18

Siskiyou County Office of Education Request for Warrant Processing

BATCH # 0802

District # 43 District Name NORTHERN UNITED SISKIYOU CHARTER SCHOOL

| Fund # | Fund Name | District Total | Audited Total |
|--------|--|----------------|---------------|
| 01 | General Fund | | |
| 11 | Adult Education Fund | | |
| 12 | Child Development Fund | | |
| 13 | Cafeteria Fund | | |
| 14 | Deferred Maintenance | | |
| 15 | Pupil Transportation Equip Fund | | |
| 17 | Special Reserve Fund Other Than Capital Outlay | XXXXXXXXXX | XXXXXXXXXX |
| 25 | Capital Facilities (Developer Fees) Fund | | |
| 30 | State School Building/Lease Purchase Fund | | |
| 40 | Special Reserve Capital Outlay Projects | | |
| 71 | Retiree Benefit Fund | | |
| 62 | NORTHERN UNITED SISKIYOU CHARTER SCH | 36,678.67 | 36,678.67 |
| | Batch Total | | |

By order of the governing board, the Siskiyou County Office of Education is authorized to draw warrants to the claimants of said school district as per attached listing.

Trustee _____ Trustee _____
 Trustee _____ Trustee _____
 Trustee _____ Trustee _____
 Trustee _____

AMW
 District Superintendent

Board Approval Date _____ Mail _____ Hold _____

~~For Siskiyou County Office of Education Use Only~~

Audited By: *Jan* Audit Date: *8/3/18*

Rec'd 8-9-18

11:30

Siskiyou County Office of Education
Request for Warrant Processing

BATCH # 0807

District # 43 District Name NORTHERN UNITED SISKIYOU CHARTER SCHOOL

| Fund # | Fund Name | District Total | Audited Total |
|--------|--|----------------|---------------|
| 01 | General Fund | | |
| 11 | Adult Education Fund | | |
| 12 | Child Development Fund | | |
| 13 | Cafeteria Fund | | |
| 14 | Deferred Maintenance | | |
| 15 | Pupil Transportation Equip Fund | | |
| 17 | Special Reserve Fund Other Than Capital Outlay | XXXXXXXXXX | XXXXXXXXXX |
| 25 | Capital Facilities (Developer Fees) Fund | | |
| 30 | State School Building/Lease Purchase Fund | | |
| 40 | Special Reserve Capital Outlay Projects | | |
| 71 | Retiree Benefit Fund | | |
| 62 | NORTHERN UNITED SISKIYOU CHARTER SCH | 30,577.05 | 30,577.05 |
| | Batch Total | | |

By order of the governing board, the Siskiyou County Office of Education is authorized to draw warrants to the claimants of said school district as per attached listing.

Trustee _____ Trustee _____
Trustee _____ Trustee _____
Trustee _____ Trustee _____
Trustee _____

District Superintendent _____

Board Approval Date _____ Mail _____ Hold _____

-For Siskiyou County Office of Education Use Only-

Audited By: Jan Audit Date: 8-9-18

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

| RECEIVING WARRANTS | | GETTING PAID FIRST TIME | | GETTING PAID BALANCE OF CONTRACT | |
|--------------------|---|----------------------------------|---|----------------------------------|--------|
| APD TO CU | 0 | TERMINATED GETTING PAID | 0 | RET SYSTEM 1/3 OPTION: P | %0.000 |
| APD TO CHECKING | 0 | STARTING APD CHECKING NEXT MONTH | 0 | RET SYSTEM 2/4 OPTION: P | %0.000 |
| APD TO SAVINGS | 0 | STARTING APD SAVINGS NEXT MONTH | 0 | FICA OPTION: | |
| TOTAL GETTING PAID | 1 | | | | |

EMPLOYEE COUNTS

PAYROLL TOTALS

| SALARY GROSS | | DAILY GROSS | | HOURLY GROSS | | HOURLY AND DAILY GROSS | | TOTAL GROSS | |
|--------------|-------|-------------|-------|--------------|-----------|------------------------|-----------|-------------|-----------|
| NML | 0.00 | NML | 0.00 | NML | 1,379.20 | NML | 1,379.20 | NML | 1,379.20 |
| ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 | ADJ | 0.00 |
| ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 1,379.20* | ADJ NML | 1,379.20* | ADJ NML | 1,379.20* |

| TOTAL OT | | TOTAL OT | | TOTAL OT | | TOTAL OT | | TOTAL OT | |
|----------|--------|----------|--------|----------|------------|----------|------------|----------|------------|
| NON-NMML | 0.00* | NON-NMML | 0.00* | NON-NMML | 0.00* | NON-NMML | 0.00* | NON-NMML | 0.00* |
| TOTAL | 0.00** | TOTAL | 0.00** | TOTAL | 1,379.20** | TOTAL | 1,379.20** | TOTAL | 1,379.20** |

TOTAL NUMBER HOURS WORKED: 80.00
TOTAL NUMBER DAYS WORKED: 0.00

| GROSS | | FED IMP GROSS | | NTX GROSS | | TSA | | RET-TS | | FED TAX GROSS | | FIT | | AFIT | |
|----------|--|-----------------|----------|---------------|----------|---------------|-------|---------------|----------|---------------|----------|----------------|-------|---------------|------|
| 1,379.20 | | 0.00 | | 0.00 | | 0.00 | | 96.54 | | 1,282.66 | | 106.73 | | 0.00 | |
| 21.81 | | ASIT | 0.00 | OASDI GROSS | 1,379.20 | OASDI | 85.51 | MEDI GROSS | 1,379.20 | MEDICARE | 20.00 | DEF-MEDI GROSS | 0.00 | DEF-MEDI | 0.00 |
| 0.00 | | SURV-BEN | 0.00 | EIC | 0.00 | STRS SUBJ | 0.00 | STRS | 0.00 | PERS SUBJ | 1,379.20 | PERS | 96.54 | DEB | 0.00 |
| 0.00 | | NET | 0.00 | ADJ (+) | 0.00 | OASDI EMER | 0.00 | MEDI EMPR | 0.00 | STRS EMPR | 0.00 | PERS EMPR | 0.00 | PERS (O) | 0.00 |
| 1,048.61 | | ADJ (-) | 0.00 | STRS (P) | 0.00 | STRS (O) | 0.00 | PERS (C) | 96.54 | PERS (P) | 0.00 | PERS (O) | 0.00 | PERS (O) | 0.00 |
| 0.00 | | STATE IMP GROSS | 1,282.66 | STRS (C) | 0.00 | PERS (O) | 0.00 | PERS (C) | 96.54 | STRS (P) | 0.00 | PERS (O) | 0.00 | STRS (O) | 0.00 |
| 0.00 | | STATE TAX GROSS | 1,282.66 | PERS (P) | 0.00 | PERS (O) | 0.00 | PERS (C) | 96.54 | STRS (P) | 0.00 | PERS (O) | 0.00 | STRS (O) | 0.00 |
| 0.00 | | STRS/SUBJ (C) | 0.00 | PERS/SUBJ (C) | 1,379.20 | PERS/SUBJ (P) | 0.00 | PERS/SUBJ (O) | 0.00 | STRS/SUBJ (O) | 0.00 | STRS/SUBJ (O) | 0.00 | STRS/SUBJ (O) | 0.00 |

RECEIVING WARRANTS 1
 APD TO CU 0
 ADD TO CHECKING 0
 APD TO SAVINGS 0
 TOTAL GETTING PAID 1

GETTING PAID FIRST TIME 0
 TERMINATED GETTING PAID 0
 STARTING APD CHECKING NEXT MONTH 0
 STARTING APD SAVINGS NEXT MONTH 0
 GETTING PAID BALANCE OF CONTRACT 0

RET SYSTEM 1/3 OPTION: P %0.000
 RET SYSTEM 2/4 OPTION: P %0.000
 FICA OPTION:

EMPLOYEE COUNTS

PAYROLL TOTALS

| SALARY GROSS | | DAILY GROSS | | HOURLY GROSS | | HOURLY AND DAILY GROSS | | TOTAL GROSS | |
|--------------|-------|-------------|-------|--------------|-----------|------------------------|-----------|-------------|-----------|
| NML | ADJ | NML | ADJ | NML | ADJ | NML | ADJ | NML | ADJ |
| 0.00 | 0.00 | 0.00 | 0.00 | 1,241.28 | 0.00 | 1,241.28 | 0.00 | 1,241.28 | 0.00 |
| ADJ NML | 0.00* | ADJ NML | 0.00* | ADJ NML | 1,241.28* | ADJ NML | 1,241.28* | ADJ NML | 1,241.28* |

| TOTAL OT | TOTAL OT | TOTAL OT | TOTAL OT | TOTAL OT | TOTAL OT | TOTAL OT | TOTAL OT | TOTAL OT | |
|---------------|----------|---------------|----------|---------------|----------|---------------|----------|---------------|--------|
| 0.00* | 0.00* | 0.00* | 0.00* | 0.00* | 0.00* | 0.00* | 0.00* | 0.00* | |
| NON-NML TOTAL | 0.00** | NON-NML TOTAL | 0.00** | NON-NML TOTAL | 0.00** | NON-NML TOTAL | 0.00** | NON-NML TOTAL | 0.00** |
| 0.00** | 0.00** | 0.00** | 0.00** | 0.00** | 0.00** | 0.00** | 0.00** | 0.00** | |

| TOTAL NUMBER HOURS WORKED: | TOTAL NUMBER DAYS WORKED: | TOTAL NUMBER HOURS WORKED: | TOTAL NUMBER DAYS WORKED: |
|----------------------------|---------------------------|----------------------------|---------------------------|
| 72.00 | 0.00 | 72.00 | 0.00 |

| GROSS | FED IMP GROSS | NTX GROSS | TSA | RET-TS | FED TAX GROSS | FIT | AFIT |
|-----------------|-----------------|---------------|---------------|---------------|---------------|----------------|----------|
| 1,241.28 | 0.00 | 0.00 | 0.00 | 86.89 | 1,154.39 | 91.34 | 0.00 |
| SIT | ASIT | OASDI GROSS | OASDI | MEDI GROSS | MEDICARE | DEF-MEDI GROSS | DEF-MEDI |
| 16.16 | 0.00 | 1,241.28 | 76.96 | 1,241.28 | 18.00 | 0.00 | 0.00 |
| SURV-BEN | SDI | ETC | STRS SUBJ | STRS | PERS SUBJ | PERS | DED |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,241.28 | 86.89 | 0.00 |
| NET | ADJ (+) | ADJ (-) | OASDI EMPR | MEDI EMPR | STRS EMPR | PERS EMPR | |
| 951.93 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| STATE IMP GROSS | STATE TAX GROSS | STRS (C) | STRS (P) | STRS (O) | PERS (C) | PERS (P) | PERS (O) |
| 0.00 | 1,154.39 | 0.00 | 0.00 | 0.00 | 86.89 | 0.00 | 0.00 |
| STRS/SUBJ (C) | STRS/SUBJ (P) | STRS/SUBJ (O) | PERS/SUBJ (C) | PERS/SUBJ (P) | PERS/SUBJ (O) | STRS/SUBJ DBS | STRS DBS |
| 0.00 | 0.00 | 0.00 | 1,241.28 | 0.00 | 0.00 | 0.00 | 0.00 |

Agenda Item 3.

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:

3.3 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 June 27, June 28, June 29, July 16 and July 17, 2018 board meetings are attached. See attached minutes.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

Northern United Charter Schools

Board of Directors Meeting

June 27, 2018

Members Present: Jere Cox, Bianca Garza, Rosemary Kunkler

Members Absent: Briana Osterle, Jennifer Johnson

Guests: Shari Lovett, Kirk Miller, Valerie Walsh, Tammy Picconi, Lynda Speck, Roxy Kennedy, and Tina Wickeraad

- 1.0 CALL TO ORDER:** Jere Cox called the meeting to order at 4:01pm
 - 1.1 PLEDGE OF ALLEGIANCE**
 - 1.2 AGENDA:** A motion to approve the agenda as posted was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere- Aye, Bianca-Aye and Rosemary-Aye. Motion passes unanimously
- 2.0 OPEN SESSION BEFORE CLOSED SESSION:**
 - 2.1** Jere Cox explained the items to be discussed in closed session. School Director's contract.
 - 2.2 Open Hearing :** No comments from the public
 - 2.3 Adjourned to closed session.**
 - 2.3.1** School Director's Contract
- 3.0 RECONVENE IN OPEN SESSION**
 - 3.1** There was no report from closed session
- 4.0 BUSINESS AND FINANCE**
 - 4.1 FINANCIAL REPORT:** Tammy Picconi reported to the board that she would have a report in August as the board does not meet in July.
 - 4.2 PUBLIC HEARING FOR 2018/2019 LOCAL CONTROL AND ACCOUNTABILITY PLAN FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett handed out the draft of LCAP and explained that we are waiting for the final one as we are waiting for HCOE to align the LCAP with the budget. Public hearing was closed.
 - 4.3 PUBLIC HEARING FOR 2018/2019 LOCAL CONTROL AND ACCOUNTABILITY PLAN FOR NORTHERN UNITED- SISKIYOU CHARTER SCHOOL:** Shari Lovett explained the LCAP to the board and that it was based on data and stakeholder feedback. Public Hearing was closed.

- 4.4 PUBLIC HEARING FOR 2018/2019 FINAL BUDGET ADOPTION FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett and Tammy Picconi explained to the board why the final budget was not ready for adoption. Tammy Picconi presented a summary report from HCOE on the budget while they are working to get the software up and running. Public hearing was closed.
- 4.5 PUBLIC HEARING FOR THE 2018/2019 FINAL BUDGET ADOPTION FOR NORTHERN UNITED- SISKIYOU CHARTER SCHOOL:** Shari Lovett and Tammy Picconi presented the final budget to the board and public. Jere Cox had questions about the total percentage of certificated staff compared to entire budget. Tammy will add that to her budget. Jere Cox asked where we pulled our ADA numbers from and was told that it is based on historical data from MVCS. Jere Cox explained to the public and board members that the budget is a fluid document and there would be changes as the year progressed. Public hearing was closed.
- 4.6 PUBLIC HEARING FOR THE 2018/2019 EDUCATION PROTECTION ACCOUNT AND PLANNED EXPENDITURES FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett explained the funding for the EPA and the process of approval to receive and spend the money that was allocated. Public hearing was closed.
- 4.7 PUBLIC HEARING FOR THE 2018/2019 EDUCATION PROTECTION ACCOUNT AND PLANNED EXPENDITURES FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** Shari Lovett explained the purpose of the public hearing for these items. There was a question on why the amounts were different for both schools and Shari explained the total money is based on taxes and Siskiyou County has a different tax rate and fewer students. Public hearing was closed.
- 4.8 RESOLUTION FOR THE 2018/2019 EDUCATION PROTECTION ACCOUNT AND PLANNED EXPENDITURES FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Jere Cox explained to the board what a resolution is and that this was an action item. A motion to approve the Education Protection Account and Planned Expenditures for Northern United-Humboldt Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. No more discussion and vote taken. Jere Cox- Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 4.9 RESOLUTION FOR THE 2018/2019 EDUCATION PROTECTION ACCOUNT AND PLANNED EXPENDITURES FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** A motion to approve the Education Protection Account and Planned Expenditures for Northern United-Siskiyou Charter School was made by Rosemary Kunkler and seconded by Bianca Garza. No more discussion and vote taken. Jere Cox- Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 4.10 2018/2019 AGREEMENT BETWEEN NORTHERN UNITED CHARTER SCHOOLS AND MATTOLE UNIFIED SCHOOL DISTRICT FOR ADMINISTRATIVE AND BUSINESS SERVICES:**

Shari Lovett explained the agreement whereas Northern United Charter School staff will be providing back office support to Mattole Unified School District. Kirk Miller noticed that there was a typo and Shari said that it had been fixed. A motion to approve the amended agreement between Northern United Charter Schools and Mattole Unified School District for Administrative and Business Services was made by Rosemary Kunkler and seconded by Bianca Garza. Vote Taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.

- 4.11 2018/2019 AGREEMENT BETWEEN NORTHERN UNITED CHARTER SCHOOLS AND SCHOOL AND COLLEGE LEGAL SERVICES:** Shari Lovett explained how she would utilize this entity. She explained the two options in using them for the agreement with Mattole Unified but in general the charter schools would use Young, Minney and Corr. A motion to approve the Agreement between Northern United Charter Schools and School and College Legal Services was made by Bianca Garza and seconded by Rosemary Kunkler. Vote Taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.

5.0 CONSENT AGENDA

- 5.1 APPROVAL OF WARRANTS AND PAYROLL:** No Items

- 5.2 APPROVAL OF MINUTES:** A motion to approve the minutes for the 04/26/2018 Northern United Board Meeting made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion carries.

- 5.3 RESIGNATIONS, HIRES AND LEAVES:** No Items

6.0 PUBLIC COMMENTS

- 6.1** There were no comments

7.0 COMMUNITY RELATIONS/CORRESPONDENCE

- 7.1** There were no items

8.0 RECOGNITIONS/ANNOUNCEMENTS/REPORTS

- 8.1 BOARD MEMBERS:** Rosemary Kunkler reported on the end of year trip that the students took from NCLA and on the 8th grade promotion. Jere Cox reminded everyone to reply all when responding to emails about scheduling board meetings and that they should check their emails regularly.
- 8.2 NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** See agenda item 8.4
- 8.3 NORTERN UNITED-HUMBOLDT CHARTER SCHOOL:** See agenda item 8.4

- 8.4 DIRECTOR:** Shari Lovett reported that the graduations were really good for both the Siskiyou and Humboldt sides. She reported that MVCS held a Celebrating the Journey party after the Humboldt graduation and that there was a good turnout. She reported that all the new leases for the learning center facilities for both sides have been signed. We are waiting to hear from EDD, PERS and STRS to review our application. We have submitted the application to DOJ and are waiting for them to set up our account and send us our ORI number which we need to start fingerprinting the Humboldt employees. Shari also reported that the Mattole Unified School Board did approve to transfer the ending balance for Mattole Valley Charter School to Northern United Charter Schools. She explained that for the NU-Siskiyou part of the money that NU-Humboldt would have to write a check and send it to the Siskiyou County Office of Education. Rosemary Kunkler asked about open positions and Shari said we would be hiring an administrative secretary and a counseling technician.

9.0 ADMINISTRATION

- 9.1 2018/2019 MEMORANDUM OF UNDERSTANDING BETWEEN NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL AND HUMBOLDT COUNTY OFFICE OF EDUCATION:** Shari Lovett explained the MOU and the responsibilities of both parties. A motion to approve the MOU between Northern United-Humboldt Charter School and Humboldt County Office of Education was made by Rosemary Kunkler and seconded by Bianca Garza. Vote Taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.2 2018/2019 MEMORANDUM OF UNDERSTANDING BETWEEN NORTHERN UNITED-SISKIYOU CHARTER SCHOOL AND SISKIYOU COUNTY OFFICE OF EDUCATION:** Shari Lovett explained the MOU and the responsibilities of both parties. A motion to approve the MOU between Northern United-Siskiyou Charter School and Siskiyou County Office of Education was made by Bianca Garza and seconded by Rosemary Kunkler. Vote Taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.3 2018/2019 CCTC DECLARATION OF NEED FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett explained to the board what this is and that if a qualified teacher is not found it gives the school the ability to hire someone with a short term permit. We have used it for Emergency CLAD permits. Bianca Garza asked if we had ever had to utilize this and Shari explained how we would use it this year. A motion to approve the Declaration of Need for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.4 2018/2019 CCTC DECLARATION OF NEED FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** A motion to approve the Declaration of Need for Northern United-Siskiyou Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.

- 9.5 **2018/2019 Northern United Charter Schools Director Contract:** A motion to approve the Northern United Charter Schools Director contract was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion carries.
- 9.6 **APPLICATION FOR CERTIFICATE OF CONSENT TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett explained about joining the JPA and the process to join. The application and resolution have to be signed, notarized and overnighted to the Industrial Relations Department. They have to be there by July 1, 2018. A motion to approve the application for certificate of consent to self-insure as a public agency employer self-insurer for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox –Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.7 **RESOLUTION FOR AUTHORIZING APPLICATION TO SELF-INSURE WORKERS' COMPENSATION LIABILITIES FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** A motion to approve the resolution for authorizing application to self-insure workers' compensation liabilities for Northern United-Humboldt Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox-Aye, Bianca Garza – Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.8 **APPLICATION FOR CERTIFICATE OF CONSENT TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** Shari Lovett explained that this was the same as items 9.6 and 9.7. A motion to approve the application for certificate of consent to self-insure as a public agency employer self-insurer for Northern United-Siskiyou Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox –Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.9 **RESOLUTION FOR AUTHORIZING APPLICATION TO SELF-INSURE WORKERS' COMPENSATION LIABILITIES FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** A motion to approve the resolution for authorizing application to self-insure workers' compensation liabilities for Northern United-Siskiyou Charter School was made by Rosemary Kunkler and seconded by Briana Garza. Vote taken: Jere Cox-Aye, Bianca Garza – Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.10 **2018/2019 AGREEMENT AND BYLAWS FOR CHARTER SAFE FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** Shari Lovett explained that Charter Safe would be the JPA for Northern United-Siskiyou Charter School. A motion to approve the agreement and bylaws for Charter Safe for Northern United –Siskiyou Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox-Aye, Bianca Garza- Aye, Rosemary Kunkler-Aye. Motion Carries.

- 9.11 RESOLUTION FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL MEMBERSHIP IN CHARTER SAFE JPA:** A motion to approve the resolution for Northern United-Siskiyou Charter School membership in Charter Safe's JPA made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.12 2018/2019 AGREEMENT BETWEEN CATLIN INSURANCE COMPANY AND NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL FOR STUDENT ACCIDENT INSURANCE:** Shari Lovett explained that this company is a subsidiary of Humboldt's JPA. NU-Siskiyou's student accident insurance is incorporated into Charter Safe so Caitlin Insurance Company will only be for NU-Humboldt Charter School. A motion to approve the agreement between Caitlin Insurance Company and Northern United-Humboldt Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.
- 9.13 STUDENT ENROLLMENT AND ATTENDANCE REPORT:** Shari Lovett reported that once school is in session she will be reporting on this. The records office has gotten the enrollment packets out and they are now starting to come back.
- 10.0 CURRICULUM AND INSTRUCTION:** There were no items
- 11.0 FACILITIES:** There were no items
- 12.0 FUTURE AGENDA PLANNING:** Board Trainings, Graduations in April and May that board members should be a part of. Rosemary Kunkler will speak at the 2020 graduation.
- 13.0 FUTURE BOARD MEETINGS:** There will be a special board meeting for budget adoption on Friday, June 29, 2018 at 6:00pm. It will be teleconferenced in Mt. Shasta instead of Yreka. The August board meeting will be held on Aug. 16th in Siskiyou County.

Meeting adjourned at 5:43pm.

Authorized Board Signature _____ Date _____

Respectfully submitted by Lynda Speck

Northern United Charter Schools

Board of Directors Minutes

June 28, 2018

Members Present: Jere Cox, Bianca Garza, Briana Osterle, Rosemary Kunkler

Members Absent: Jennifer Johnson

Guests: Shari Lovett, Tammy Picconi, Kirk Miller, Lynda Speck, Roxy Kennedy, Tina Wickeraad

1.0 CALL TO ORDER: Jere Cox called the meeting to order at 4:04pm

1.1 PLEDGE OF ALLEGIANCE

1.2 AGENDA ADJUSTMENTS: Items 2.1 and 2.3 will be removed from agenda until June 29, 2018 Special Board Meeting. A motion to approve the agenda with changes made by Bianca and seconded by Rosemary Kunkler. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye, Briana Osterle-Aye. Motion Carries.

2.0 BUSINESS AND FINANCE

2.1 2018/2019 LOCAL CONTROL AND ACCOUNTABILITY PLAN FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL: This item was tabled.

2.2 2018/2019 LOCAL CONTROL AND ACCOUNTABILITY PLAN FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL: A motion to approve the Local Control and Accountability Plan for Northern United –Siskiyou Charter School was made by Rosemary Kunkler and seconded by Bianca Garza. Shari Lovett took this time to recognize Amy Cambou, Tammy Picconi and Leanne from the Siskiyou County Office of Education for their work on the LCAP. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye, Briana Osterle-Aye. Motion Carries.

2.3 2018/2019 FINAL BUDGET ADOPTION FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL: This item was tabled.

2.4 2018/2019 FINAL BUDGET ADOPTION FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL: Shari Lovett explained the budget adoption process. There are three options; positive which means the budget is good for three years out, qualified which means the budget is only good for one year out or negative which means the budget doesn't work at all. Shari explained how we calculated our three year projections and the process that the Siskiyou County Office of Education had us follow. Shari recommends certifying a positive budget. Bianca Garza had questions about the met/not met section of the budget. Jere Cox explained the mobility rate for high school students and that it is wise to be conservative. A motion to adopt the final budget for Northern United –Siskiyou Charter School with a positive certification was made by Briana Osterle and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler –Aye, Briana Osterle-Aye. Motion Carries.

2.5 RESOLUTION TO DIVIDE ASSETS: Shari Lovett explained that the Mattole Board voted to transfer the ending balance from MVCS to NUCS and to donate all materials and supplies, equipment, technology as well as buildings and inventory as of June 30, 2018. 10% of this money will be held until after the audit to make sure that Mattole Valley Charter School's outstanding bills will be paid. The rest will be divided between the two new charter schools. The division will be determined on a per pupil ratio. All real assets will stay where they are and become part of that school. NU-Siskiyou Charter School will receive approximately \$429,979.00 and NU-Humboldt Charter School will receive approximately \$1,175,080.00. These numbers may change when all is said and done and Mattole Valley Charter School is closed out.

A motion to approve the resolution to divide all cash assets determined by student enrollment and all other assets, including materials and supplies, equipment and technology determined on location and use with assets currently in Siskiyou County remaining in Siskiyou County as assets of Northern United – Siskiyou Charter School and assets currently in Humboldt County will remain in Humboldt County as assets of Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye, Briana Osterle-Aye. Motion Carries.

3.0 CONSENT AGENDA: There were no items

4.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA: There were no items

5.0 COMMUNITY RELATIONS/CORRESPONDANCE: There were no items.

6.0 RECOGNITIONS/ANNOUNCEMENTS/REPORTS

6.1 BOARD MEMBERS: Jere Cox spoke about board members being involved in the graduations.

6.2 NORTHERN UNITED-SISKIYOU CHARTER SCHOOL: No Report

6.3 NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL: Rosemary Kunkler reported to everyone that Cutten Learning Center had a fireworks booth in the Denny's parking lot in Eureka.

6.4 DIRECTOR: Shari Lovett reported to the board that she and Jere had the self-insured documents notarized and overnighted to the Department of Industrial Relations.

7.0 ADMINISTRATION

7.1 RESOLUTION AND AGREEMENT FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL TO PARTICIPATE IN SECTION 403b RETIREMENT PLAN THROUGH SISKIYOU COUNTY

OFFICE OF EDUCATION: A motion to approve the resolution and agreement for Northern United – Siskiyou Charter School to participate in section 403b retirement plan through the Siskiyou County Office of Education was made by Bianca Garza and seconded by Briana Osterle. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye, Briana Osterle-Aye. Motion Carries.

8.0 CURRICULUM AND INSTRUCTION: There were no items

9.0 FACILITIES: There were no items

10.0 FUTURE AGENDA PLANNING: There were no new items

11.0 FUTURE BOARD MEETINGS: Special Board meeting June 29, 2018 at 6:00pm. The August 16th meeting will be at 4:00pm in Mt. Shasta.

The meeting was adjourned at 4:47pm.

Authorized Board Signature _____ Date _____

Respectfully Submitted By Lynda Speck

Northern United Charter School

Board of Directors

Special Board Meeting Minutes

June 29,2018

Members Present: Jere Cox, Bianca Garza, Rosemary Kunkler

Members Absent: Jennifer Johnson, Briana Osterle

Guests: Shari Lovett, Kirk Miller, Tammy Picconi, Lynda Speck

1.0 CALL TO ORDER: Jere Cox called the meeting to order at 6:00pm.

1.1 PLEDGE OF ALLEGIANCE

1.2 AGENDA: Items 2.1 and 2.2 tabled. A motion to approve the agenda with changes made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.

2.0 BUSINESS AND FINANCE

2.1 LOCAL CONTROL AND ACCOUNTABILITY PLAN FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL: This item tabled until Humboldt County Office of Education can create and distribute the LCAP and budget for NU-Humboldt.

2.2 FINAL BUDGET ADOPTION FOR NORTHERN UNITED – HUMBOLDT CHARTER SCHOOL: This item is tabled until Humboldt County Office of Education has the software needed up and running to create both the LCAP and Budget.

2.3 2018/2019 AUTHORIZATION OF WARRANTS AND PAYROLL DISTRIBUTION FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL: Shari Lovett explained what this was for and who she wanted authorized to pick up payroll and warrants. A motion to approve the authorization of warrants and payroll distribution for Northern United-Humboldt Charter School was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.

2.4 2018/2019 AUTHORIZATION OF WARRANTS AND PAYROLL DISTRIBUTION FOR NORTHERN UNITED-SISKIYOU CHARTER SCHOOL: A motion to approve the authorization of warrants and payroll distribution for Northern United-Siskiyou Charter School was made by Rosemary Kunkler and seconded by Bianca Garza. A discussion was held on confidential documents and what that means. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Rosemary Kunkler-Aye. Motion Carries.

3.0 CONSENT AGENDA: There were no items

4.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA: There were no comments

5.0 COMMUNITY RELATIONS/CORRESPONDENCE: There were no items

- 6.0 **RECOGNITIONS/ANNOUNCEMENTS/REPORTS:** There were no items
- 7.0 **ADMINISTRATION:** There were no items
- 8.0 **CURRICULUM AND INSTRUCTION:** There were no items
- 9.0 **FACILITIES:** There were no items
- 10.0 **FUTURE AGENDA PLANNING:** There were no items
- 11.0 **FUTURE BOARD MEETINGS:** There was nothing new to report

Jere Cox adjourned the meeting at 6:10pm.

AUTHORIZED BOARD SIGNATURE _____ **DATE** _____

Respectfully Submitted by Lynda Speck

NORTHERN UNITED CHARTER SCHOOLS
BOARD OF DIRECTORS MEETING MINUTES

JULY 16, 2018

Members Present: Jere Cox, Bianca Garza, Jennifer Johnson

Members Absent: Rosemary Kunkler, Briana Osterle

Guests: Shari Lovett, Tammy Picconi, Kirk Miller, Roxy Kennedy, Lynda Speck

- 1.0 **CALL TO ORDER:** Jere Cox called the meeting to order at 2:09pm.
 - 1.1 **PLEDGE OF ALLEGIANCE**
 - 1.2 **AGENDA:** Nothing to change on the agenda. A motion was made to approve the agenda by Jennifer Johnson and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Jennifer Johnson-Aye. Motion carries.
- 2.0 **BUSINESS AND FINANCE**
 - 2.1 **PUBLIC HEARING FOR 2018/2019 LOCAL CONTROL AND ACCOUNTABILITY PLAN FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett presented the LCAP and explained the changes that had been made. Public hearing closed.
 - 2.2 **PUBLIC HEARING FOR 2018/2019 FINAL BUDGET ADOPTION FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett explained the final budget and went over the budget. She informed the board that Humboldt County Office Of Education was prioritizing closing out Mattole Valley Charter School so that we could have firm numbers on how much money will be transferred to the new schools. Bianca asked why we were low in per-pupil spending. Shari Lovett explained how the money and percentages worked for materials and books. Jere Cox explained that 2% was normal historically and that in the future when everything is in place with the schools they could revisit the budget and make adjustments. Public hearing closed.
- 3.0 **CONSENT AGENDA:** There were no items
- 4.0 **PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** There were no comments.
- 5.0 **COMMUNITY RELATIONS/CORRESPONDENCE:** There were no items
- 6.0 **RECOGNITIONS/ANNOUNCEMENTS/REPORTS**
 - 6.1 **BOARD:** Jere Cox thanked the board members for their patience in this process of trying to match schedules to coordinate these two meetings.
 - 6.2 **NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** There was no report
 - 6.3 **NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Shari Lovett reported that Northern United-Humboldt Charter School received an ORI number from the Department of Justice, so we were able to start fingerprinting employees. She also reported that Northern United-Humboldt Charter School now has an account set up

with EDD, but we're still waiting for EDD to set up the account for Northern United-Siskiyou.

- 6.4 **DIRECTOR:** Shari Lovett spoke to the board on what not having an adopted budget in place means to the schools. There has been no money to pay bills, leases, and payroll or give NU-Siskiyou their startup money from the transfer of money from MVCS. We have had to notify all the leases that we would pay late. Shari explained the cash flow issue and how the money will be tight until we receive the first apportionment in late September or early October. Since the budgets are tight, we are not processing any purchase orders at this time until we know what the money will be. Kirk Miller asked about getting students enrolled in CALPADS and Shari updated him on where we were in getting the two new schools set up for CALPADS.
- 7.0 **ADMINISTRATION:** There were no items
- 8.0 **CURRICULUM AND INSTRUCTION:** There were no items
- 9.0 **FACILITIES:** There were no items
- 10.0 **FUTURE AGENDA PLANNING:** There were no new items
- 11.0 **FUTURE BOARD MEETINGS**
 - 11.1 Meeting July 17, 2018 at 2:00pm
- 12.0 **ADJOURNMENT:** Jere Cox adjourned the meeting at 2:52pm.

Authorized Board Signature: _____ Date: _____

Respectfully submitted by Lynda Speck

NORTHERN UNITED CHARTER SCHOOLS
BOARD OF DIRECTORS MEETING MINUTES

JULY 17, 2018

Members Present: Jere Cox, Bianca Garza, Briana Osterle

Members Absent: Rosemary Kunkler, Jennifer Johnson

Guests: Tammy Picconi, Kirk Miller, Lynda Speck

- 1.0 **CALL TO ORDER:** Jere Cox called the meeting to order at 2:18pm.
 - 1.1 **PLEDGE OF ALLEGIANCE**
 - 1.2 **AGENDA:** Nothing to change on the agenda. Motion to approve the agenda as posted was made by Bianca Garza and seconded by Briana Osterle. Vote taken: Jere Cox- Aye, Bianca Garza-Aye, Briana Osterle-Aye. Motion carries unanimously.
- 2.0 **BUSINESS AND FINANCE**
 - 2.1 **2018/2019 LOCAL CONTROL AND ACCOUNTABILITY PLAN FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Jere Cox explained the procedure for adopting the LCAP. A motion to adopt the Local Control and Accountability Plan for Northern United-Humboldt Charter School was made by Bianca Garza and seconded by Briana Osterle. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Briana Osterle-Aye. Motion Carries unanimously.
 - 2.2 **2018/2019 FINAL BUDGET ADOPTION FOR NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** Jere Cox explained the adoption process for the budget and how it is unusual because there is no prior year data. He said that throughout the year the board can review the budget. A motion to adopt the final budget for Northern United-Humboldt Charter School was made by Briana Osterle and seconded by Bianca Garza. Vote taken: Jere Cox-Aye, Bianca Garza-Aye, Briana Osterle-Aye. Motion Carries Unanimously.
- 3.0 **CONSENT AGENDA:** There were no items.
- 4.0 **PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** There were no comments.
- 5.0 **COMMUNITY RELATIONS/CORRESPONDENCE:** There were no items.
- 6.0 **RECOGNITIONS/ANNOUNCEMENTS/REPORTS**
 - 6.1 **BOARD:** There was no report.
 - 6.2 **NORTHERN UNITED-SISKIYOU CHARTER SCHOOL:** There was no report.
 - 6.3 **NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL:** There was no report.
 - 6.4 **DIRECTOR:** There was no report.
- 7.0 **ADMINISTRATION:** There were no items.
- 8.0 **CURRICULUM AND INSTRUCTION:** There were no items.
- 9.0 **FACILITIES:** There were no items.
- 10.0 **FUTURE AGENDA PLANNING:** There were no new items.

11.0 FUTURE BOARD MEETINGS

11.1 Meeting Aug 16, 2018 in Mt. Shasta at 9:00am.

12.0 ADJOURNMENT: Jere Cox adjourned the meeting at 2:29pm.

Authorized Board Signature: _____ Date: _____

Respectfully submitted by Lynda Speck

Agenda Item 3.

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:

3.4 Resignations, Hires and Leaves

Action Requested:

None

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

The Board will approve all new hires, resignations and leaves throughout the year.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 4.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Subject:

4.1 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 5.

COMMUNITY RELATIONS/CORRESPONDENCE

Subject:

No items

Action Requested:

None

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

No items

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 6.

RECOGNITIONS/ANNOUNCEMENTS/REPORTS

Subject:

6.1 Board Members

6.2 Northern United - Siskiyou Charter School

6.3 Northern United - Humboldt Charter School

6.4 Director

Action Requested:

None

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

6.1 Board members may choose to make a report.

6.2 Each month the Regional Director gives a report on school events and activities.

6.3 Each month the Director of Instructional Services gives a report on school events and activities.

6.4 Each month the Director may give a report on the state of the District.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 7.
ADMINISTRATION

Subject:

7.1 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 student numbers each day.

Enrollment as of 8/15/2018:

NU-Humboldt Charter School - 365

NU-Siskiyou Charter School - 115

Fiscal Implications:

To be determined.

Contact Person/s: Shari Lovett

School Summary Report

Northern United - Humboldt Charter School

-- All Learning Centers --

Showing information for students and classes between 08/27/2018 and 08/27/2018.

| Learning Center List | | | | |
|------------------------------|-------------------|-------------------------|---------------------|-------------------------------|
| | Enrollment | Percent of Total | FTE Teachers | Pupil to Teacher Ratio |
| Arcata Learning Center | 28 | 7.7% | 1.0 | 28.0 |
| Briceland Learning Center | 48 | 13.2% | 3.0 | 16.0 |
| Cutten Learning Center | 80 | 21.9% | 3.0 | 26.7 |
| Eureka Learning Center | 54 | 14.8% | 4.0 | 13.5 |
| Homestudy | 57 | 15.6% | 3.8 | 15.0 |
| Redway Learning Center | 26 | 7.1% | 1.6 | 16.3 |
| Willow Creek Learning Center | 58 | 15.9% | 3.0 | 19.3 |
| Total: | 365 | 100.0% | 19.4 | 18.8 |

| Enrollment by Grade | | |
|----------------------------|-------------------|-------------------------|
| | Enrollment | Percent of Total |
| Grade: TK | 2 | 0.5% |
| Grade: KN | 23 | 6.3% |
| Grade: 1 | 37 | 10.1% |
| Grade: 2 | 37 | 10.1% |
| Grade: 3 | 32 | 8.8% |
| Grade: 4 | 33 | 9.0% |
| Grade: 5 | 37 | 10.1% |
| Grade: 6 | 30 | 8.2% |
| Grade: 7 | 20 | 5.5% |
| Grade: 8 | 25 | 6.8% |
| Grade: 9 | 16 | 4.4% |
| Grade: 10 | 18 | 4.9% |
| Grade: 11 | 23 | 6.3% |
| Grade: 12 | 32 | 8.8% |
| Total: | 365 | 100.0% |

School Summary Report

Northern United - Siskiyou Charter School

-- All Learning Centers --

Showing information for students and classes between 08/27/2018 and 08/27/2018.

| Learning Center List | | | | |
|-------------------------------------|-------------------|-------------------------|---------------------|-------------------------------|
| | Enrollment | Percent of Total | FTE Teachers | Pupil to Teacher Ratio |
| Happy Camp Learning Center | 2 | 1.7% | 1.0 | 2.0 |
| Homestudy | 18 | 15.7% | 0.0 | -- |
| Mount Shasta Learning Center | 46 | 40.0% | 4.0 | 11.5 |
| Yreka Learning Center | 49 | 42.6% | 10.0 | 4.9 |
| Total: | 115 | 100.0% | 15.0 | 7.7 |

| Enrollment by Grade | | |
|----------------------------|-------------------|-------------------------|
| | Enrollment | Percent of Total |
| Grade: KN | 2 | 1.7% |
| Grade: 1 | 6 | 5.2% |
| Grade: 2 | 6 | 5.2% |
| Grade: 3 | 6 | 5.2% |
| Grade: 4 | 8 | 7.0% |
| Grade: 5 | 6 | 5.2% |
| Grade: 6 | 12 | 10.4% |
| Grade: 7 | 7 | 6.1% |
| Grade: 8 | 12 | 10.4% |
| Grade: 9 | 6 | 5.2% |
| Grade: 10 | 11 | 9.6% |
| Grade: 11 | 15 | 13.0% |
| Grade: 12 | 18 | 15.7% |
| Total: | 115 | 100.0% |

| Average Class Size | | |
|---------------------------|--------------------------|---------------------------|
| | Number of Classes | Average Class Size |
| Overall: | 0 | -- |

Agenda Item 7.
ADMINISTRATION

Subject:

7.2 Items for Surplus for Sale

Action Requested:

Approval

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

Three learning centers from Mattole Valley Charter School were unable to continue with either NUCS school, the one in Trinity County and the two in Mendocino County. Because the materials and supplies these centers had have little value and because they are some distance away, staff recommends surplussing the items currently in these locations.

See attached itemized lists for items currently at The Learning Center in Hayfork and Montessori del Mar in Mendocino to be sold.

Ed Code 60510 allows for the governing board of a charter school to surplus materials and supplies.

Ed Code 60510 states:

The state board, the governing board of a school district, or a county office of education may dispose of surplus or undistributed obsolete instructional materials in its possession that are usable for educational purposes in any of the following ways:

- (a) By donation to a governing board, county free library, or other state institution.*
- (b) By donation to a public agency or institution of any territory or possession of the United States, or the government of a country that formerly was a territory or possession of the United States.*
- (c) By donation to a nonprofit charitable organization.*
- (d) By donation to children or adults in the State of California, or foreign countries for the purpose of increasing the general literacy of the people.*
- (e) By sale.*

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Montessori del Mar (Mendocino County) Inventory

7 Dell computers (2014)

1 HP Color Laserjet (2016)

1 Epson Projector (2015)

1 set of World Book encyclopedia

Variety of PE equipment

The Learning Center (Hayfork, Trinity County) Inventory

31 chairs

12 tables

2 televisions

1 office stand

2 metal closets

3 2-drawer file cabinets

3 metal benches

3 picnic tables

14 Dell computers (2014)

5 Chromebooks (2016)

1 Kajeet SmartSpot

1 digital camera

6 sets of window blinds

24 little violins

30 primary drums

10 music stands

2 standard microscopes

10 primary field scopes

2 globes

3 area rugs

1 table easel

2 sets of phonics books

4 white boards

1 Epson Bright Link Pro

4 document cameras

1 printer

1 Barton Reading tiles

1 small laminator

31 Reach literature texts

6 teacher editions for Reach literature texts

14 Houghton McDougal literature texts

27 Harcourt social studies texts

10 sets of library books (Little House on the Prairie, Magic Treehouse, etc.)

10 sets of intermediate chapter books

1 set of elementary World Book Encyclopedias

1 set of elementary World Book Discovery Encyclopedias

3 dictionaries

Agenda Item 7.
ADMINISTRATION

Subject:

7.3 Items to Surplus for Donation to Caspar Creek Learning Community, Inc.

Action Requested:

Approval

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

Three learning centers from Mattole Valley Charter School were unable to continue with either NUCS school, the one in Trinity County and the two in Mendocino County. Because the materials and supplies these centers had have little value and because they are some distance away, staff recommends surplussing the items currently in these locations.

See attached itemized list for items currently at Caspar Creek in Mendocino to be donated to Caspar Creek Learning Community, Inc., a nonprofit charitable organization. See attached Articles of Incorporation for Caspar Creek Learning Community, Inc.

Ed Code 60510 allows for the governing board of a charter school to surplus materials and supplies.

Ed Code 60510 states:

The state board, the governing board of a school district, or a county office of education may dispose of surplus or undistributed obsolete instructional materials in its possession that are usable for educational purposes in any of the following ways:

- (a) By donation to a governing board, county free library, or other state institution.*
- (b) By donation to a public agency or institution of any territory or possession of the United States, or the government of a country that formerly was a territory or possession of the United States.*
- (c) By donation to a nonprofit charitable organization.*
- (d) By donation to children or adults in the State of California, or foreign countries for the purpose of increasing the general literacy of the people.*
- (e) By sale.*

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Caspar Creek Inventory
Purchased by MVCS

| Qty | Item | Acquired |
|-----|--|------------|
| 1 | Vizio 43" TV | 6/1/2015 |
| 1 | Brother MFC-8950DW Multi-Function Center | 6/1/2015 |
| 12 | HP-255 laptops | 11/1/2013 |
| 9 | Dell laptops | 8/15/2014 |
| 2 | Magnetic blackboards 8 x 4 | 10/15/2016 |
| 6 | Student desks, custom (match existing) | 8/15/2017 |
| 3 | Student desks, custom (match existing) | 1/15/2018 |
| 1 | Sonrisas Spanish elementary curriculum | 1/15/2016 |
| 1 | Sonrisas Spanish storybook package | 1/15/2016 |
| 1 | Amplify reading curriculum | 8/30/2016 |
| 1 | Oak Meadow curriculum K-7 | 7/1/2016 |
| 2 | Custom cabinets | 10/4/2016 |
| 26 | Hardwood ladderback school chairs | 8/1/2015 |
| 6 | Hardwood ladderback school chairs | 8/20/2017 |
| 1 | Colonial Mills Bristol 10' wool area rug | 8/15/2015 |

3205704

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

APR 06 2009

**ARTICLES OF INCORPORATION
CASPAR CREEK LEARNING COMMUNITY, INC.
A California Public Benefit Corporation**

ARTICLE ONE: NAME

The name of this corporation is CASPAR CREEK LEARNING COMMUNITY, INC.

ARTICLE TWO: PURPOSE

A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation law for charitable purposes.

B. The specific purpose of this corporation is to provide fundraising support for the Caspar Creek Learning Community, currently a program of the Mattole Valley Charter School, and to support Caspar Creek's possible eventual development as a charter school itself.

ARTICLE THREE: AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of this corporation's initial agent for service of process is: Sean J. Hogan Esq., 811 North Main Street, Fort Bragg, CA 95437

ARTICLE FOUR: TAX EXEMPTION REQUIREMENTS

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3), Internal Revenue Code.

B. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code or by a corporation, contributions to which are deductible under 170(c)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE FIVE: DISTRIBUTION ON DISSOLUTION

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.


Hilleary Burgess, Incorporator



Agenda Item 7.
ADMINISTRATION

Subject:

7.4 Board Policies (BP) First Reading

Action Requested:

None

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

All policies for the new schools must be adopted. Because they are all considered new policies, they require a first reading prior to adoption.

Fiscal Implications:

None

Contact Person/s: Shari Lovett

Agenda Item 7.
ADMINISTRATION

Subject:

7.5 Northern United Charter Schools Bylaws

Action Requested:

Approval

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

The Board previously adopted Bylaws that included restrictions on board members being related to employees. This clause can be found in Article VII, Section 4, Restrictions on Interested Persons as Directors. The current, adopted Bylaws are included for your review. Staff is proposing amending the Bylaws to remove this restriction. See the attached draft Bylaws. Also, some minor editing cleanup was done in the draft Bylaws.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

Current, adopted by laws

**BYLAWS
OF
NORTHERN UNITED CHARTER SCHOOLS
(A California Nonprofit Public Benefit Corporation)**

**ARTICLE I
NAME**

Section 1. **NAME.** The name of this Corporation is Northern United Charter Schools.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. **PRINCIPAL OFFICE OF THE CORPORATION.** The principal office for the transaction of the activities and affairs of the Corporation is 2120 Campton Road, Suite H, Eureka, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. **OTHER OFFICES OF THE CORPORATION.** The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. **GENERAL AND SPECIFIC PURPOSES.** The purpose of the Corporation is to manage, operate, guide, direct and promote one or more California public schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. **CONSTRUCTION AND DEFINITIONS.** Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular

includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. **DEDICATION OF ASSETS.** The Corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the charter governing the charter schools operated as or by the Corporation. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, corporation or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE VI CORPORATION WITHOUT MEMBERS

Section 1. **CORPORATION WITHOUT MEMBERS.** The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1. **GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board").

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of this article, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside

California.

- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than seven (7) directors, unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the charter authorizer, shall be designated by the existing Board of Directors.

The Board will seek to have two (2) representatives from Northern United – Siskiyou Charter School and two (2) representatives from Northern United – Humboldt Charter School, who shall be community members and/or family members of a student attending these schools. Board members may have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities, or public relations. The School Director shall not serve on the Board and shall not vote in Board elections.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERMS. Each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years and until a successor director has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of such designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporate funds may be expended

to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). The representative appointed by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a Board designated director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors, except for the representative appointed by the charter authorizer, may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director. A vacancy in the seat of the representative of the charter authorizer shall be filled by the charter authorizer.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation unless the Board of Directors designates another location in accordance with these bylaws. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance

with the terms and provisions of the Brown Act.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act. The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the

directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.

The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5. **RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6. **VACANCIES IN OFFICE.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7. **CHAIRMAN OF THE BOARD.** If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8. **PRESIDENT.** The President, also known as the School Director shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of

Directors or the bylaws may require. If there is no Chairman of the Board, the President shall also preside at the Board of Directors' meetings.

Section 9. **SECRETARY.** The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each Board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10. **CHIEF FINANCIAL OFFICER.** The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1. **CONTRACTS WITH DIRECTORS.** The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

**ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES**

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

**ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS**

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

**ARTICLE XII
INDEMNIFICATION**

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

**ARTICLE XIII
INSURANCE**

Section 1. **INSURANCE.** The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XIV

MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. **DIRECTORS' RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted

purposes;

- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

ARTICLE XVII BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these bylaws by a majority vote of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the Corporation or make any provisions of these bylaws inconsistent with such charter, the Corporation's articles of incorporation, or any laws.


ARTICLE XVIII FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Northern United Charter Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of the Corporation as adopted by the Board of Directors on March 22, 2018; and that these bylaws have not been amended or modified since that date.

Executed on March 22, 2018 at Eureka, California.



Lynda Speck, Secretary

DRAFT

**BYLAWS
OF
NORTHERN UNITED CHARTER SCHOOLS
(A California Nonprofit Public Benefit Corporation)**

**ARTICLE I
NAME**

Section 1: NAME. The name of this Corporation is Northern United Charter Schools.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1: PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation is 2120 Campton Road, Suite H, Eureka, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2: OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1: GENERAL AND SPECIFIC PURPOSES. The purpose of the Corporation is to manage, operate, guide, direct and promote the Northern United Charter School ("Charter School"), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1: CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of

the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1: DEDICATION OF ASSETS. The Corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the charter governing the charter schools operated as or by the Corporation. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, corporation or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE VI CORPORATION WITHOUT MEMBERS

Section 1: CORPORATION WITHOUT MEMBERS. The Corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The Corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1: GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board").

Section 2: SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of this article, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.

- c. Borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal.

Section 3: DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than seven (7) directors, unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the charter authorizer, shall be designated by the existing Board of Directors.

The Board will seek to have two (2) representatives from Northern United Charter School - Siskiyou and two (2) representatives from Northern United Charter School - Humboldt, who shall be community members and/or family members of a student attending these schools. Board members shall have experience in one or more of the following areas: education, government, law, business, finance/accounting, fundraising, facilities, or public relations. The School Director shall not serve on the Board and shall not vote in Board elections.

Section 4: RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5: DIRECTORS' TERMS. Each director shall hold office unless otherwise removed from office in accordance with these bylaws for three (3) years and until a successor director has been designated and qualified.

Section 6: NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to designate qualified candidates for election to the Board of Directors at least thirty (30) days before the date of any election of directors. The nominating committee shall make its report at least seven (7) days before the date of such designation or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7: USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporate funds may be expended to support a nominee without the Board's authorization.

Section 8: EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the

Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; or (c) the increase of the authorized number of directors.

Section 9: RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10: DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 11: REMOVAL OF DIRECTORS. Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and such removal are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code) as said chapter may be modified by subsequent legislation ("Brown Act"). The representative appointed by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a Board designated director shall be filled as provided in Section 12.

Section 12: VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors, except for the representative appointed by the charter authorizer, may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a regular or special meeting of the Board, or (b) a sole remaining director. A vacancy in the seat of the representative of the charter authorizer shall be filled by the charter authorizer.

Section 13: NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14: PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation unless the Board of Directors designates another location in accordance with these bylaws. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act.

Section 15: MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown

Act. The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16: REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17: SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18: NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

- a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19: QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be less than a majority of the directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 20: TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 21: ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 22: COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23: CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board of Directors or any committee of the Board;
- c. Fix compensation of the directors for serving on the Board of Directors or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or
- h. Approve any contract or transaction to which the Corporation is a party and in which one or more of its directors has a material financial interest.

The Board may also create one or more advisory committees composed of directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

Section 24: MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25: NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 26: COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1: OFFICES HELD. The officers of the Corporation shall be a President, a Secretary, and a Chief Financial Officer. The Corporation, at the Board's direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2: DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3: ELECTION OF OFFICERS. The officers of the Corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4: REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

Section 5: RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Corporation under any contract to which the officer is a party.

Section 6: VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 7: CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 8: PRESIDENT. The President, also known as the School Director shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require. If there is no Chairman of the Board, the President shall also preside at the Board of Directors' meetings.

Section 9: SECRETARY. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all

meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each Board member present for each action taken.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 10: CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board of Directors may designate; (b) disburse the Corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the Corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX CONTRACTS WITH DIRECTORS

Section 1: CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1: CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The

Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

Section 1: LOANS TO DIRECTORS AND OFFICERS. The Corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the Corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the Corporation.

ARTICLE XII INDEMNIFICATION

Section 1: INDEMNIFICATION. To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII INSURANCE

Section 1: INSURANCE. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Section 1: MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1: DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law.

Section 2: ACCOUNTING RECORDS AND MINUTES. On written demand on the Corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 3: MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. The Corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors' at all reasonable times during office hours.

ARTICLE XVI REQUIRED REPORTS

Section 1: ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The Corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

Section 2: ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.
- (b) The amount and circumstances of any indemnifications aggregating more than \$10,000 paid during the fiscal year to any director or officer of the Corporation pursuant to Article XII of these Bylaws.

ARTICLE XVII BYLAW AMENDMENTS

Section 1: BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these bylaws by a majority vote of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the Corporation or make any provisions of these bylaws inconsistent with such charter, the Corporation's articles of incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

Section 1: FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Northern United Charter Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of the Corporation as adopted by the Board of Directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____, Secretary

Agenda Item 8.

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

Agenda Item 9.

FACILITIES

Subject:

9.1 NU-Humboldt Charter School Facility Leases

Action Requested:

Approval

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

NU-Humboldt Charter School leases nine facilities. The leases are attached.

Fiscal Implications:

\$244,776

Contact Person/s: Shari Lovett

Lease

(Short Form)

This Lease, is made and executed in duplicate this 28th day of June, 2018

By and Between PETER JAY DAGGETT

hereinafter called "Lessor," and NORTHERN UNITED CHARTER SCHOOLS/DBA
hereinafter called "Lessee." NORTHERN UNITED HUMBOLDT CHARTER SCHOOL

Witnesseth: That, for and in consideration of the payment of the rents and the performance of the covenants contained herein on the part of Lessee and in the manner hereinafter stated, Lessor does hereby lease to Lessee; and, in consideration of the premises, Lessee does hereby lease, hire and take from Lessor upon the terms and conditions hereinafter set forth, the following described property and its appurtenances, situated in the City of

ARCATA, County of HUMBOLDT, State of CALIFORNIA particularly

described as follows: 1539 F STREET, 1539 F STREET UNIT A

The term of this lease shall be ONE YEAR

commencing on the 1ST day of JULY, 2018, and

ending on the 30TH day of JUNE, 2019

at and for the total rent or sum of 42,000 DOLLARS,

payable monthly in advance installments of 3,500 DOLLARS,

each in lawful money of the United States of America, on the 1ST day of each and every calendar month.

This lease is made subject to the following terms and conditions:

1. Should default be made in the payment of any portion of the rent when due, and for 5 days thereafter, or in the keeping of any of the covenants herein contained, Lessor, his agent, or attorney, may pursue all legal remedies available to Lessor against Lessee, including termination of the lease agreement. Should Lessee breach the lease and abandon the lease premises prior to the expiration of the lease term Lessor shall have the option to exercise all remedies afforded in California Civil Code, Section 1951.4.

2. Lessee may assign his interest or sublet the leased premises, but only with the prior written consent of Lessor first had and obtained. Under no other circumstances can this lease, or any interest of Lessee therein, be assigned or subject to subletting without the prior written consent of Lessor. Lessor shall not unreasonably withhold such written consent.

3. Lessee shall personally occupy that leased premises and shall keep the same in good repair, including all improvements which may hereafter be added, ordinary wear and tear excepted, and shall not make any alterations thereon without written consent of the Lessor; nor shall Lessee commit or suffer to be permitted any waste upon the premises.

4. Lessee shall not use the leased premises for any purpose which will cause Lessor to pay an additional or added expense, without obtaining the written consent of the Lessor.

5. All Governmental laws and ordinances shall be complied with by Lessee.

6. If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.

7. Waiver, by Lessor, of any covenant herein contained shall not vitiate the same or any other covenant contained herein and the terms and conditions contained herein are to apply to and bind the heirs, successors, and assigns of each of the parties hereto.

8. Should Lessee occupy the premises after the date of the expiration of this lease with the consent of Lessor, express or implied, such possession shall be construed to be a tenancy from month-to-month only, subject to all the conditions and restrictions of this lease, and Lessee agrees to pay rent therefor at the rate prevailing at the time of the expiration of the lease term.

9. Lessee agrees to pay during the term hereof, all charges made against the premises for water rates, gas, electricity, phone, cable, fire & security.

10. At the expiration of the lease term, or sooner termination thereof, Lessee shall peacefully quit and surrender possession of the premises in as good condition as it was received, reasonable use and wear thereof excepted.

11. Lessee shall use the premises for CHARTER SCHOOL and for no other purpose, except upon the written consent of Lessor. And the premises shall only be occupied by the following persons: STAFF & STUDENTS of NORTHERN UNITED CHARTER SCHOOLS

12. Employees or agents of Lessor shall have no authority to make or agree to make a lease and none of the provisions or agreements set forth in this Instrument shall be binding upon Lessor until it is signed by Lessor. No act or omission of any employee or agent of Lessor shall change or modify any of the provisions hereof.

13. Insert additional provisions here:

SECURITY DEPOSIT: Tenant agrees to pay Landlord \$3000 as security deposit. Any portion of the security deposit may be used to (i) cure tenants default in payments (ii) repair damage (iii) clean the premises upon Termination of Tenancy.

GLASS BREAKAGE: Lessee is responsible for immediate repair and/or replacement of any broken glass in windows, doors and mirrors on the premises.

SMOKING: No smoking or vaping shall occur on the premises at any time.

GARBAGE & RECYCLING: Lessor shall provide 1-64gal garbage can and 1-64 gal recycling bin with weekly service through Recology Acreta. Lessee is responsible for putting cans out for pickup and bringing cans in following pickup. Disposal of any items not in cans is the responsibility of Lessee.

GARDENING & MAINTENANCE: Lessor agrees to provide gardening and exterior building maintenance and is responsible for water heater and HVAC.

Additionally, Lessee has the option to renew this agreement for a period of 2 years, commencing July 1, 2019 and ending on June 30, 2021 at the same rate of \$3500 per month. This option must be exercised on or before June 1, 2019. Total rent or sum of \$84,000.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto subscribed their names the day and year in this lease first above written.

"This lease in section 8 provides for automatic renewal from month-to-month if the Lessee remains in possession after the date of the expiration of this lease."

Witness:

Peter Jay Dargett 6/28/2018
Lessor

[Signature] 6/29/18
Lessee

Lessor

Lessee

**Memorandum of Understanding
School Year 2018 – 2019
Between
Beginnings Incorporated
And
Northern United Humboldt Charter School**

This memorandum of Understanding (MOU) sets the terms and understanding between Beginnings Inc. and Northern United Humboldt Charter School (NUHCS) the use of our facilities for a Learning Center Site for educational purposes.

Background

Beginnings Inc. has allowed Mattole Valley Charter School (MVCS) the use of their facilities since 1999. Mattole Valley Charter School employees are not employees of Beginnings Inc. which is a 501C nonprofit agency.

Purpose

This MOU will maintain the relationship that it had with MVCS with the newly formed NUHCS beginning on July 1, 2018. NUHCS will utilize our facilities as a Learning Center Site when in session from August 2018-June 2019.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Beginnings Inc. and NUHCS. This MOU shall become effective upon signature by the authorized officials from Beginnings Inc. and NUHCS and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

Beginnings Inc.

Julia Anderson

Executive Director

5 Cemetery Rd. Briceband, CA 95560

Ph. 707-923-3617 Fax. 707-923-4809

Julia@asis.com

Northern United Humboldt Charter School

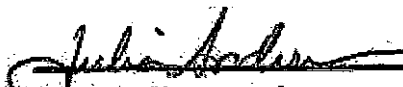
Shari Lovett

Superintendent

2120 Campton Rd. Suite H Eureka, CA 95503

Ph. 707-443-2660 Fax. 707-476-8076

slovett@matttolevalley.org

 _____ Date: 6/27/18
(Partner Signature)

 _____ Date: 6/27/18



COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): June 20, 2018

Campton Plaza
Northern Unified Charter Schools

("Landlord") and
("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2120 Campton Rd
Suite A, B, C, H & I Eureka, CA 95503 ("Premises"), which
comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further
description of the Premises.

2. **TERM:** The term begins on (date) July 1, 2018 ("Commencement Date"),
(Check A or B):

- A. Lease: and shall terminate on (date) 7/31/2020 at 5:00 AM PM. Any holding over after the
term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in
paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and
conditions of this agreement shall remain in full force and effect.
- B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at
least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- C. **RENEWAL OR EXTENSION TERMS:** See attached addendum _____

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- (1) \$ 4,838.00 per month, for the term of the agreement.
- (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of
each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor
Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____
(the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI
preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the
Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the
adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely
reflects the CPI.
- (3) \$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____ and
\$ _____ per month for the period commencing _____ and ending _____
- (4) In accordance with the attached rent schedule.
- (5) Other: _____

B. Base Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based
on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month
shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Campton Plaza at (address)
2120 Campton Rd Suite C Eureka, CA 95503, or at any other
location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is
 is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is
obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ 2,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return.
(IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion
as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges,
non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or
licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of
Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the
security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to
Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the
amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant.
However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after
deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (_____) (MMU)

Tenant's Initials (SL) (_____)



7. PAYMENTS:

| | TOTAL DUE | PAYMENT RECEIVED | BALANCE DUE | DUE DATE |
|---|--------------------|--------------------|--------------------|-------------------|
| A. Rent: From <u>07/01/2018</u> To <u>07/31/2018</u> Date Date | \$ <u>4,628.00</u> | \$ _____ | \$ <u>4,628.00</u> | <u>07/01/2018</u> |
| B. Security Deposit | \$ <u>2,000.00</u> | \$ <u>2,000.00</u> | \$ _____ | _____ |
| C. Other: _____ Category | \$ _____ | \$ _____ | \$ _____ | _____ |
| D. Other: _____ Category | \$ _____ | \$ _____ | \$ _____ | _____ |
| E. Total: | \$ <u>6,628.00</u> | \$ <u>2,000.00</u> | \$ <u>4,628.00</u> | |

8. PARKING: Tenant is entitled to _____ unreserved and six reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: _____
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 50.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant _____

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. (if checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as school resources, administration and classrooms
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (_____) (MMW)

Tenant's Initials (JK) (_____)



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials () (mm)

Tenant's Initials (JK) ()



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. DISPUTE RESOLUTION:

A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

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

Landlord's Initials FMM Tenant's Initials JL

Landlord's Initials () (FMM)

Tenant's Initials () (JL)



Premises: 2120 Campton Rd Suite A, B, G, H & I Eureka, CA 95503

Date June 20, 2018

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Campton Plaza
John M Wahlund
2120 Campton Rd Suite C
Eureka, CA 95503

Tenant: Northern United Charter Schools
Shari Lovett, Director
2120 Campton Rd Suite G
Eureka, CA 95503

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** One of the principals of Campton Plaza, Landlord, is a licensed real estate broker in the state of California

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: Coldwell Banker Cutten Realty (Print Firm Name) is the agent of (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
Selling Agent: Coldwell Banker Cutten Realty (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (_____) (mw)

Tenant's Initials (SL) (_____)



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Shari Lovett Date 6/20/18

Shari Lovett, Director
(Print name)

Address 2120 Campton Rd Suite G City Eureka State CA Zip 95503

Tenant _____ Date _____

(Print name) _____

Address _____ City _____ State _____ Zip _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement) **Campton Plaza by Charlene Lundblade**
Address 2120 Campton Rd Ste C City Eureka State CA Zip 95503-8209

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement) **Campton Plaza by John M Wahlund**
Address 2120 Campton Rd Ste C City Eureka State CA Zip 95503

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) **Coldwell Banker Cutten Realty** CalBRE Lic. # 01388859
By (Agent) John M Wahlund CalBRE Lic. # _____ Date 6-20-18
John M Wahlund
Address 2120 Campton Rd Ste C City Eureka State CA Zip 95503
Telephone (707)445-8811 Fax (707)443-5813 E-mail mock@cuttenrealty.com

Real Estate Broker (Listing Firm) **Coldwell Banker Cutten Realty** CalBRE Lic. # _____
By (Agent) _____ CalBRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

© 2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



FACILITIES USE AGREEMENT

FACILITIES USE AGREEMENT entered into this 1st day of July, 2018 by and between CUTTEN COMMUNITY CHURCH (hereinafter referred to as Church) Eureka, CA, ASSEMBLIES OF GOD NORTHERN CALIFORNIA & NEVADA DISTRICT COUNCIL, INC. (hereinafter referred to as Owner) and NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL (hereinafter referred to as Licensee) of Eureka, CA.

In consideration of the mutual promises and conditions contained herein. Owner and Licensee agree as follows:

1. GRANT OF LICENSEE: Owner grants Licensee a license to use the premises as follows:
 - a. Description of premises: 2020 Campton Rd. Eureka, CA 95503-6508
 - b. Personal Property/Resources (if any) *Please attach a list of personal property that Licensee will have stored at this location.
 - c. Purpose(s) for Use of Property: Owner agrees to allow the following described room(s) or facility(ies)

Use of annex building, gymnasium, restrooms, four classrooms above gym, cafeteria, main office, copy room and kitchen. This lease includes: PG&E, garbage, water, sewer, routine maintenance services (within reason), cleaning supplies and restroom supplies. The facilities are to be used by the Licensee subject to the following terms and conditions which are agreed to by the responsive parties.

- d. The facility(ies) will be available for use ONLY on the following days and times.

Day of Week: Monday through Thursday commencing on July 1, 2018 and ending June 30, 2019, between the hours of 7:30 AM and 4:00 PM.

****Any additional dates requested for use of the facility(ies) are subject to availability and must be approved two weeks in advance by Senior Pastor.***

- e. Terms: 12 installments in the amount \$3960 per month beginning July 1, 2018, ending June 30, 2019 totaling \$47,520.00. ****Monthly amount to be adjusted by any realized energy savings due to light fixture upgrades by Redwood Coast Energy Authority.***

2. TERM OF LICENSE: This license shall commence as of July 1, 2018 and continue for the dates and times described in above. Licensee shall not vacate premises until the end of the license term.

Licensee – Contact Person:

Name (Print): Rebekah Davis

Phone number: (707)442-6200 Email address rdavis@nucharters.org

3. TERMS OF USE: Licensee agrees that its use of the premises and facilities is subject to the following terms and conditions:
 - a. Licensee shall use only the premises and personal property/resources described in paragraph 1 above, only for the purposes stated in this Agreement. Licensee shall not use any other Church property and resource and shall be responsible for any damages caused by the unauthorized use of such property or resource.

- b. Licensee shall comply with all Church policies, rules and regulations.
- c. Licensee is to ensure that any furniture and equipment moved during the use of the premises is replaced, that the premises will be left in a clean and tidy condition, that proper care will be taken of the premises during any use and any damage from such use whether caused by negligence, recklessness or the willfulness of the Licensee, or the servants, agents or invitees of the Licensee; is repaired at the Licensee's cost.
- d. Licensee shall comply with all applicable municipal, county, state and federal laws and regulations.
- e. Licensee shall place no signs or temporary structure on the premises without obtaining advance written approval from Church. Any signs or temporary structures placed on the premises by Licensee shall be promptly removed at the end of the license term.
- f. Licensee shall not create any nuisance or disturb the quiet enjoyment of anyone utilizing adjacent or common premises and facilities.
- g. Licensee expressly acknowledges that the sale, possession, consumption and use of alcoholic beverages, tobacco, and illegal drugs are forbidden on all Church premises.
- h. Licensee expressly acknowledges that the use and possession of weapons and firearms are forbidden on all church premises.
- i. Licensee must submit incident report to the Owner of any accident resulting in bodily injury or damage to property of the Church or others occurring on Church premises or in any way connected with the use of Church premises as soon as possible but no later than 72 hours of the accident. The notice must include details of the time, place and circumstances of the names and addresses of any person(s) witnessing the accident. You may request an incident report by email from the Owner at pgarcia@agnon.org which upon completion original signed copy must be mailed to 6051 S Watt Ave, Sacramento, CA 95829, Attn: Properties Administrator.
- j. In the event Licensee's use of the premises and the facilities involves participants who are minors (including the minor children of participants); the Licensee shall be responsible for the safety of all such minors and shall place such minors under the constant supervision and control of a responsible adult. Licensee shall be responsible for conducting suitable and thorough background checks on all persons supervising minor children. Licensee shall further be responsible for obtaining a properly completed and signed Authorization from the custodial parent(s) of any minor child who will participate in Licensee's use of the premises and facilities without the presence of his or her custodial parent(s).

Licensee understands and agrees (i) that it is responsible for all actions of its participants and guests, (ii) that any person(s) in violation of the foregoing terms of use will be expected to immediately vacate the premises of Church, and (iii) that Owner reserves the right to immediately terminate this Agreement and Licensee's use of the premises and facilities in the event of any violation of the foregoing terms of use without liability to Owner.

- 4. **SURRENDER OF PREMISES:** Licensee shall surrender the premises and personal property described in Paragraph 1 above, including all furniture and fixtures, upon termination of the license in the same condition as they were delivered upon commencement of the license, normal wear and tear excepted. Licensee shall be responsible for the repair and/or replacement of any church property/resource that is damaged or removed during the license term.

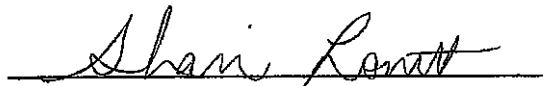
5. **INSURANCE:** Licensee warrants that it carries general liability, medical, and property insurance in amounts sufficient to cover the risks and exposures resulting from its use of the premises pursuant to the terms of this Agreement. Specifically, Licensee warrants that it carries general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence, three million (\$3,000,000.00) aggregate. Licensee further agrees to have Owner and Church named as the additional insured on Licensee's Insurance policies and will, prior to the license term commencement date, provide a certificate of insurance to Owner and Church naming Owner and Church as additional insured. In addition to any other remedies that may be available, Church may terminate this Agreement and retain any deposit paid by Licensee in the event such certificates are not provided by Licensee prior to the license commencement date.
6. **INDEMNITY:** Owner, Church and its officers, directors, agents, members, and employees shall be free from all liability and claims for damages by reason of any injury allegedly sustained by any person or to any property that is in any way connected to Licensee's use of the premises during the license term or any extension thereof. Licensee expressly agrees to defend, indemnify and hold harmless Owner, Church, its officers, members, agents, and employees, from and against any and all actions, suits, demands, losses, claims, and liabilities arising out of any such injuries or property loss however occurring, including reasonable actual attorney's fees and all other costs of defending any claim.
7. **UNFORSEEN EVENTS:** Owner shall have no obligation to make its premises and facilities available to Licensee by reason of an act of God, inclement weather (as determined by Owner), strike, illness, any act or order of public authority, or other unforeseen event beyond the control of Owner. In such event, Owner shall have no liability to Licensee.
8. **GENERAL PROVISIONS:**
- a. **No warranty.** Owner does not warrant or represent that the premises and facilities are and suitable for Licensee's purposes. Licensee expressly acknowledges for itself and for all persons who will be utilizing the premises and facilities in connection with the Licensee's purposes that Church is providing the premises and facilities on an "as is" basis.
 - b. **No Waiver.** No waiver by either party or any breach of this Agreement shall be deemed a waiver of any preceding or successful breach.
 - c. **Assignment.** This Agreement may not be assigned by either party.
 - d. **No Landlord-Tenant Relationship.** Owner and Licensee expressly agree that this Agreement shall not operate or be construed to create a Landlord-Tenant relationship between Owner and Licensee under any circumstances.
 - e. **Entire Agreement/Amendment.** This Agreement and attachment constitute the entire Agreement between Owner and Licensee and there are no oral representations, warranties, and promises pertaining to this Agreement that are not contained in writing in this Agreement. This Agreement may be modified or amended only by subsequent written agreement signed by duly authorized representatives of Owner and Licensee.

IN WITNESS WHEREOF, Church and Licensee have executed this Agreement as of the date first above written.

CHURCH Cutten Community Church, Eureka, CA

LICENSEE Northern United-Humboldt Charter School


Signature


Signature

William Johnston, Pastor
Print Name/Title

Shari Lovett / School Director
Print Name/Title


Signature

Signature

Roxana Rogers, bookkeeper
Print Name/Title

Print Name/Title


Signature

Signature

Sharron Duerfeldt
Print Name/Title

Print Name/Title

Lease Agreement Between the Yurok Tribe and Northern United Charter Schools

**2YEAR LEASE AGREEMENT (6-27-18)
July 1, 2018 to June 30, 2020**

This lease is made and entered into this 30th day of July, 2018 by and between the Yurok Tribe, hereinafter referred to as "LESSOR" and the Northern United Charter Schools doing business as NU-Humboldt Charter School, hereinafter referred to as "LESSEE".

WHEREAS, LESSOR The Yurok Tribe owns the real property known as the Worthington School Site Property, a school building site of 5.6± acres consisting of buildings and playground areas, located at 3400 Erie Street, Eureka, California, hereinafter referred to as "SITE".

WHEREAS, LESSEE desires to lease and utilize four classrooms at the **Worthington School Property, consisting of four modular classrooms, with an attached small office**, (approximately 4,007 Square feet for the use as Charter School classroom and offices for instruction and student support, including certain contiguous outside property for a recreation area including use of the rest rooms. See attached map outlining portable classrooms.

NOW, THEREFORE, LET IT BE KNOWN THAT IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE OF LEASE

It is understood that the purpose of the lease is for LESSOR to provide LESSEE the use of the classroom space, hereinafter referred to as "PREMISES" in the size, to the extent and in the location designated by LESSOR in the attached site drawing (see attached Exhibit "A"- Site Plan), which is incorporated as part of this agreement. The LESSEE will use the PREMISES to operate a small Charter High School.

2. TERM AND RENT

This agreement will be on a two-year basis and renewable if agreed to by both parties. The rent for the term of this Lease is **Three thousand five hundred dollars (\$3,500) per month with a five day grace period**, with the first installment to be made on the first day of September 2018, and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address stated in paragraph 11. The first month of this renewal agreement will be July of 2018 through June 30, 2020

Lessor previously received a \$1,000 security deposit under a prior lease agreement. The existing \$1,000 security deposit will be maintained for renewal of this lease. This security deposit will be returned to LESSEE provided the leased rooms and property has no damage or loss, other than normal wear from normal everyday use.

4. UTILITIES

Lease Agreement Between the Yurok Tribe and Northern United Charter Schools

With respect to ongoing monthly charges for **utilities (including electricity, gas, water, and garbage)** LESSEE shall pay a pro-rated share of the cost of utilities that serve the leased premises and other portions of the Site in use based on square footage, separate meters, where feasible, or another criteria approved by LESSOR and LESSEE.

Monthly fees for utilities shall be \$400 per month, for ten months out of the year, excluding July and August, since LESSEE has no students at the site in the summer. This 400 per month utility fee is based on the square footage used by the LESSEE and the average utility costs for the site per month, unless LESSOR receives notice of a rate increase by any one of the public utility companies. At such time, LESSEE, will be notified in writing and LESSOR and LESSEE will mutually approve new fee for utilities.

The LESSEE will obtain its own Internet, security alarm system, storage, and phone services.

LESSEE will provide a list of employees who will be given access and a key to the facility. A list of contracted teachers and staff will be provided by LESSEE each semester.

5. ALTERATIONS AND MAINTENANCE AND REINBURSEMENT FOR MAINTENANCE MADE BY LESSEE

LESSEE must have LESSOR'S written approval for the placement of any gates, fence work, play areas and children's play structures that LESSEE may desire. Said restriction is made in an effort to retain the present motif and uniformity with present grounds and structures.

The LESSEE shall personally occupy the PREMISES and shall keep the same in good repair, including all improvements which may hereafter be added, damages by the elements and reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the LESSOR, and shall not commit or suffer to be permitted any waste upon the PREMISES.

The LESSEE shall not use the PREMISES for any purpose which will cause the LESSOR to pay any additional expenses, without obtaining the written consent of the LESSOR. The Lessee shall not use the PREMISES in violation of zoning ordinances or any other provision of Federal, State, or local law.

Section 5.1 Repairs and Maintenance by LESSOR. LESSOR agrees to maintain and repair in good order and condition the roof, foundations, exterior walls (excluding storefront, plate glass, doors and door frames, windows and window frames), and all structural portions of the Premises (and of the building in which the Premises are located) and all common utility lines up to the point of connection for the Premises. Should any repairs, modifications or alterations be required to any of the foregoing by reason of applicable law, the same shall be made by LESSOR, at LESSOR'S cost and expense, unless the need for such repairs, modifications or alterations shall result from LESSEE'S failure to perform its obligations under this Lease or from LESSEE'S use of the Premises for other than educational purposes. All costs

Lease Agreement Between the Yurok Tribe and Northern United Charter Schools

and expenses incurred by LESSOR under this Section 5.1 shall be included in Common Area Maintenance Expenses. The foregoing maintenance and repair obligations are subject to the express condition that LESSOR shall not be responsible for any failure to make repairs unless and until LESSEE shall give LESSOR reasonable prior notice of the necessity for such repairs, and further provided that, subject to the waiver of subrogation set forth herein, if any damage thereto shall have been caused by any act or omission of, or violation of this Lease by LESSEE or any other occupant of the Premises claiming by, through or under LESSEE, or any of their employees, agents or contractors, LESSOR shall have no duty to repair the same, provided, if LESSOR shall perform such repairs as provided above (without limiting LESSOR'S other remedies therefore) LESSEE shall reimburse LESSOR for the cost and expense thereof within thirty (30) days after receipt of any written invoice.

5.2 The Lessee has carefully inspected the property pursuant to 5.1 and is currently unaware of any repairs being needed. Lessee has further inspected the premises and determined they are fit for the intended purpose.

6. EARLY TERMINATION ALTERNATIVE

LESSOR acknowledges that the proposed education service endeavor is partially funded with grants, and the LESSEE has little control over the duration or the amount of said allocations. For this reason, LESSOR grants LESSEE the right to terminate said lease subject to *a ninety (90) day notice*

In the event that LESSOR has a pressing and unforeseen need to terminate the lease and use the property for its own public school activities, LESSOR shall give LESSEE a (90) ninety day written notice.

Nothing in this termination section serves to limit Lessor from using summary eviction proceedings for the failure of the Lessee to pay monthly rent.

7. ASSIGNMENT OR SUBLETTING

LESSEE agrees that it shall not let or sublet the whole or any part of the PREMISES, nor sell or assign this lease, either temporarily or by operation of law, nor allow any person, persons, or corporation to occupy the same or any part thereof, without the express written consent of LESSOR. LESSEE shall be entitled to assign this lease, without the consent of LESSOR, to a subsidiary or affiliate of LESSEE or any other entity which is controlled by LESSEE, provided LESSEE shall not be released from its obligations or liabilities hereunder.

8. LEGAL ACTIONS AND WAIVERS

LESSEE understands and agrees that this agreement is subject to, and will be interpreted and implemented in accordance with, the purposes of, and the laws and regulations governing public education. LESSEE also understands and agrees that any use of, or activity carried out on, the leased property cannot be in conflict with or inconsistent with the purposes of, and the laws and regulations governing the property.

Lease Agreement Between the Yurok Tribe and Northern United Charter Schools

LESSEE understands and agrees that if it fails or refuses to perform or comply with any provision of this agreement it will be in breach of the agreement if the failure to perform or comply is not cured with thirty (30) days after notice of default has been given by LESSOR to LESSEE, **to be delivered in written certified letter form**. If the default cannot reasonably be cured with thirty days, LESSEE shall not be in default if LESSEE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default. In the event of default by LESSEE, then LESSOR may terminate this agreement.

The waiver by the LESSOR of any covenant herein contained shall not violate the same or any other covenant contained herein and the terms and conditions contained herein are to apply to and bind the heirs, successors, and assigns of each of the parties hereto.

LESSEE shall keep all property located on the premises free of any and all liens arising out of its activities.

9. INDEMNIFICATION AND LIABILITY INSURANCE

LESSEE shall indemnify and hold LESSOR harmless at all times against any and all loss, damages, cost or expenses for any claim (valid or invalid) for injury, death, or damage either to person or property sustained by LESSEE or by any other person, arising out of the LESSEE's use of the lease premises, and further, at LESSEE'S expenses, appear for and defend LESSOR in any action to which LESSOR may be a party, arising out of any such claim for injury or damage.

LESSEE agrees to carry and to maintain in force at its expense, Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000.00 combined single limit for each occurrence. Said insurance shall include, but not be limited to: premises and operations liability, independent contractor's liability, and personal injury liability. The policy(ies) of Commercial or Comprehensive General Liability insurance shall contain express waivers of subrogation by the insurer(s) issuing such policy(ies) to the extent of damages or losses covered there under. LESSEE shall provide the LESSOR with properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above and including an additional insured endorsement naming LESSOR as an additional named insured for the limits specified herein. All required insurance must be written by a company admitted to issue insurance in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A rating as listed in Best's Insurance Guides' latest edition. On a case-by-case basis, LESSOR may accept insurance written a company listed in the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A or above as listed in the Best's Insurance Guides' latest edition.

Said policy(ies) shall provide that the LESSOR shall be given thirty (30) days notice of any cancellation, expiration or modification of such coverage.

10. MISCELLANEOUS PROVISIONS

a. Every provision of law and clause required by California law to be inserted in this Lease shall be deemed to be inserted, and this Lease shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party, the lease shall be amended to make the insertion or correction. All references to statutes and regulations shall include the amendments, replacements, and enactments on the subject which are in effect as of the date of this Lease, and any later changes which do not materially and substantially alter the positions of the parties.

b. This Lease shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in Humboldt County, where the lease property is located.

c. With respect to the Premises, LESSOR hereby reserves and shall have the following rights, in LESSOR's sole discretion without incurring any liability to LESSEE and without altering in any way LESSEE's obligations under this Lease: (a) to enter the Premises at reasonable hours with 48 hours notice (or at any time in an emergency) to perform maintenance and repairs, to take any action authorized hereunder, or to do any other act or thing necessary for the safety or preservation of the Premises; and (b) to enter the Premises at reasonable hours to determine whether the Premises are in good condition, the LESSEE is complying with its obligation under the Lease, or for any other reasonable purposes. In addition with respect to the Premises, LESSOR hereby reserves and shall have the right without prior notice to suspend LESSEE's right to occupy and use the Premises to permit use of the Premises by a public agency or the American Red Cross for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare or as may otherwise be needed to respond to such disasters or emergencies; (c) will allow access for all repairs required by 5.1 of this lease.

d. Lessee is aware of current plans by the LESSOR to renovate the rest of the site and recognizes this will require construction and abatement activities of asbestos, new construction and other renovations on the site. Lessee waives any action for a violation of the right to quiet enjoyment of the property necessitated by such construction or upgrades.

11. Notice

Lease Agreement Between the Yurok Tribe and Northern United Charter Schools

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or by prepaid, first-class mail as follows:

LESSOR: **The Yurok Tribe Phone: 707-482-1350**
P.O Box 1027 Ex 1120
Klamath Ca, 95548
Attention: Executive Office or Jim McQuillen

LESSEE: Northern United Charter Schools
2120 Campton Road, Suite H
Eureka CA. 95501

Attention: Julie Smith or ~~Diane Eannarino~~ ^{Sharon Loyett}

IN WITNESS THEREOF, the parties hereto have executed this lease, each copy of which is deemed to be an original, on this 10 day of June at Eureka California.

Lessor:
The Yurok Tribe

Lessee:

Northern United Humboldt Charter School

By: Thomas P. O'Rourke, Chairman Date
Yurok Tribe

Mark 6/18/08
Date

Title: School Director

YUROK TRIBAL COUNCIL AGENDA INFORMATION SHEET

ED-18-009

Date: April 11, 2018

Submitted By: Jim McQuillen

Directors Approval: Jim McQuillen

Please attach all relevant documentation

SUBJECT: To renew the lease agreement with Northern United Charter Schools at the Worthington site for two additional years.

FUNDING TO COME FROM: Northern United Charter Schools

| Reviewed by: | Initials | Recommendation | | Executive Use Only | | |
|-----------------------|-------------|---------------------------|------|--------------------|-------------|-------------------|
| | | | | Consent | Agenda Item | Yes |
| 1. Chairperson | <u>J.M.</u> | <u>Approve for Agenda</u> | | | | |
| 2. Executive Director | <u>J.M.</u> | <u>Approve</u> | Deny | | | No Recommendation |
| 3. Finance Department | <u>J.T.</u> | <u>Approve</u> | Deny | | | No Recommendation |
| 4. Personnel Office | | <u>Approve</u> | Deny | | | No Recommendation |
| 5. Legal Department | <u>A.B.</u> | <u>Approve</u> | Deny | | | No Recommendation |
| 6. Grants Compliance | | <u>Approve</u> | Deny | | | No Recommendation |
| 7. _____ Committee | | <u>Approve</u> | Deny | | | No Recommendation |

Is Coordination required with other Departments? If so who? When were they contacted and what was the response: Fiscal and OTA

REQUESTED ACTION: (Describe request in the form of a motion) For council to review and approve the 2-year lease agreement with Northern United Charter Schools

Yurok Tribal Council Use Only

Motion: _____
MOTION STATED AS ABOVE COUNCIL CONSENSUS

Motion Made by Ray Second Made By Aubrey

ROLL CALL VOTE:

| | <u>Yes</u> | <u>No</u> | <u>Abs</u> | <u>Np</u> | | <u>Yes</u> | <u>No</u> | <u>Abs</u> | <u>Np</u> |
|--------------------|------------|-----------|------------|-----------|-----------------|------------|-----------|------------|-----------|
| Vice Chairperson | Yes | No | Abs | Np | Orick District | Yes | No | Abs | Np |
| East District | Yes | No | Abs | Np | Pecwan District | Yes | No | Abs | Np |
| Requa District | Yes | No | Abs | Np | North District | Yes | No | Abs | Np |
| Weitchpec District | Yes | No | Abs | Np | South District | Yes | No | Abs | Np |

Chairperson Aye Nay

VOTE: _____ Yes _____ No _____ Abstaining _____ Not Present

ACTION: Approved Denied Tabled No Action Referred to: _____

Previous Action: _____

Date Approved: 5/24/18

LEASE AGREEMENT

FOR

210 LINDLEY ROAD, PETROLIA, CA 95558

1. **BASIC PROVISIONS**

July 1, 2018 **1.1 Parties.** This Lease Agreement ("**Lease**") is made and entered into as of ~~February 1, 2017~~, which date is for reference purposes only, by and between the HADLEY FAMILY TRUST ("**Lessor**"), and Northern United CHARTER SCHOOLS/DBA NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL, a California public charter school ("**Lessee**"). Lessee and Lessor are hereinafter collectively referred to as the "**Parties**" or individually as a "**Party**."

1.2 Property and Lease of Premises. Lessor is the legal owner and title holder of that certain property located at 210 Lindley Road, Petrolia, CA 95558 (the "**Property**"). Lessor leases that portion of the Property underneath and appurtenant to Lessee's Building that is used for educational purposes (the "**Premises**").

1.3 Building. Lessee owns the building on the Premises ("**Building**"), which may be altered, removed, replaced or relocated as determined by Lessee in Lessee's sole discretion.

1.4 Term. This Lease shall be effective upon the date of its execution, but its term shall be for the period of **July 1, 2018** ("**Commencement Date**") and ending on **June 30, 2019** ("**Expiration Date**") subject to early occupancy, as set forth in Section 3 of this Lease.

1.5 Rent. Lessee agrees pay to Lessor on or before the first day of each month the following amount in accordance with the terms of this Lease:

FOUR HUNDRED DOLLARS (\$400).

1.5.1 Payment of Rent. All Rent shall be payable from any account utilized by Lessee, and payments can be made by check or in the form of a wire (electronic) transfer into Lessor's bank account. A failure to pay any amount that constitutes Rent shall not be considered an event of default under this Lease unless Lessee fails to pay such Rent within fifteen (15) calendar days after the same is due, owing, and payable.

1.5.2 Late Fee. Lessee acknowledges that the late payment of Rent may cause Lessor to incur costs and expenses, the exact amount of which is difficult to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Lessor. If any installment of Rent due from Lessee is received by Lessor after the fifteenth (15th) day of the month, Lessee shall pay to Lessor a late fee of five percent (5%) of the amount due, which shall

be deemed "Additional Rent" and shall be paid with the current installment of Rent. Lessor's right to collect a late fee shall not constitute a waiver as to any default by Lessee. Lessor's acceptance of late fee shall not be deemed an extension of the date Rent is due under Sections 1.5 and 1.5.1, or prevent Lessor from exercising any other rights and remedies under this Lease, as provided by law.

1.6 Use. The Property shall be used for administration of a public Charter School and all related activities.

1.7 Hazardous Substances. The term "Hazardous Substances" as used in this Lease shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety, or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Lessee shall not engage in any activity in or on the Premises which constitutes a "Reportable Use of Hazardous Substances" without the express prior written consent of Lessor and timely compliance with all applicable requirements. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor. However, Lessor shall remain responsible for all Hazardous Substances which existed on the Premises prior to Lessee's occupancy, or which were brought onto the Premises by a party other than Lessee or Lessee's agents, invitees, volunteers or contractors.

2. PREMISES

2.1 Compliance with Law. Prior to the Commencement Date of the Lease term and as a condition of the enforceability of this lease, the Lessee shall be responsible for obtaining current valid Certificates of Occupancy showing that all buildings for use by Lessee meet education occupancy standards and meet all zoning requirements.

2.2 Americans with Disabilities Act. Lessee represents that, to the best of Lessee's knowledge, the Building is currently in compliance with the requirements of the Americans with Disabilities Act of 1990 ("ADA"), which compliance may have been met in part through grandfathering based on the Building's age. Lessee shall, at Lessee's expense, bring the Building into compliance with the requirements of the Americans with Disabilities Act of 1990 after receipt of any legal determination of non-compliance arising out of a condition existing before the Commencement Date. Any business interruption impact suffered by Lessee will be borne by Lessee. Lessee is responsible for compliance with applicable Federal, state or local laws, regulations and ordinances relating to removal of barriers within the workplace, i.e., arrangement of interior furnishings and access within the Premises, and any improvements installed by Lessee. If Lessor's consent is required for alterations to bring the Premises into compliance, Lessor agrees not to unreasonably withhold its consent.

3. OCCUPANCY

3.1 Early Occupancy. Lessor agrees that if the Premises are ready for occupancy prior to the Commencement Date set forth in Section 1.4 of this Lease, Lessee may elect to occupy the Premises on the earliest date practical after its receipt of notice. Base rent shall not commence until the Commencement Date set forth in Section 1.4 of this Lease. However, if Lessee occupies the Premises prior to the Commencement Date, Lessee shall be responsible for the payment of all utilities serving the Premises during the Early Occupancy Period.

3.2 [RESERVED]

3.3 Holding Over. Any holding over by Lessee after the expiration of the Lease term or any extension thereof shall be deemed a month to month tenancy upon the same terms and conditions as set forth in this Lease.

4. [RESERVED]

5. TAXES

5.1 Taxes on the Premises. Lessee shall pay the Real Property Taxes applicable to the Premises, if any, provided that Lessor and Lessee recognize that as long as use of the Premises is for public school purposes, Lessor shall fully cooperate (including the execution of documents and instruments) with Lessee in any application made by Lessee for an exemption from property taxes under Revenue and Taxation Code Section 202.2 and any and all reductions in property taxes received by Lessor as a result of such application shall inure to the benefit of Lessee as a credit against the Rent next due.

6. UTILITIES

6.1 Utility Services. Lessee has determined that sufficient utility services exist within the Premises to supply heating, air conditioning, potable water, telecommunications, Internet, electric power, natural gas and toilets necessary to meet Lessee's use requirements during the term of this Lease, and any extension thereof. Lessee shall provide, or cause to be provided, all custodial services, including, but not limited to, emptying all trashcans, cleaning all fixtures, walls, floors, windows, doors, and other areas of the Property.

6.2 Lessor Responsibilities. Lessor shall, at Lessor's sole cost and expense, (a) furnish the Premises with untreated water and septic service as reasonably necessary for Lessee's use, (b) provide landscaping and yard services to maintain the greenery on the Premises, and (c) maintain the vehicular access to and on the Premises.

6.3 Utilities Expense. Lessee shall pay all separately billed utilities and services, including without limitation, telecommunications, Internet, gas, electricity, fire

panel fees, security alarm, and refuse collection used in connection with the Premises.

7. REPAIRS AND MAINTENANCE

7.1 Lessee's Repair and Maintenance Obligations. Lessee shall, at Lessee's sole expense and in accordance with the terms of this Lease, repair and maintain in reasonably good order and condition the Building and all equipment and utility hook-ups connected thereto. Notwithstanding the foregoing, Lessee will have no responsibility to repair the septic system or leach field (if any) on the Property or restore any condition of the Property which is consistent with ordinary wear and tear.

8. [RESERVED]

9. INDEMNIFICATION AND INSURANCE

9.1 Lessee Indemnification. To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor, and its officers, directors, partners, members, agents consultants, and employees ("Lessor Parties") from and against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Lessor, arising in whole or in part out of the possession, use or occupancy of the Premises or the business conducted in the Premises by Lessee, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Lessee in or about the Property, or any breach or default under this Lease by Lessee, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property. Lessee's obligation to defend Lessor and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. Lessee's obligation shall not extend to any liability caused by the negligence or willful misconduct of the Lessor.

9.2 Lessor Indemnification. To the fullest extent permitted by law, Lessor shall indemnify, defend and hold harmless Lessee, and its officers, directors, partners, members, agents consultants, and employees ("Lessee Parties") from and against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Lessee, arising in whole or in part out of the Lessor's possession, use or occupancy of the Premises or the business conducted in the Premises by Lessor, including conduct of its administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Lessor in or about the Property, or any breach or default under this Lease by Lessor, that may be asserted or claimed by

any person, firm or entity for any injury, death or damage to any person or property. Lessor's obligation to defend Lessee and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. Lessor's obligation shall not extend to any liability caused by the negligence or willful misconduct of the Lessee.

9.3 [RESERVED]

9.4 Lessee Insurance. Without limiting or diminishing any indemnification contained within this Lease, Lessee shall procure and maintain or cause to be maintained, through a joint-powers agency or otherwise, at its sole cost and expense, the insurance coverage as follows:

9.4.1 Workers' Compensation. Worker's Compensation insurance with limits of \$1,000,000 or more with an insurance carrier satisfactory to the Lessor in accordance with the Act of the Legislature of the State of California, known as the "Workers' Compensation Insurance and Safety Act" originally approved May 26, 1913, and all Act amendments and supplements thereto. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Lessor."

9.4.2 Commercial General Liability. Commercial General Liability insurance covering bodily injures and property damage utilizing an occurrence policy form, in an amount not less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include, but not be limited to: Premises and operations liability, independent contractors' liability, and personal injury liability. Each said comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:

(a) Lessor, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of this Lease.

(b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(c) The insurance provided herein is primary coverage to Lessor with respect to any insurance or self-insurance programs maintained by Lessor and no insurance held or owned by Lessor shall be called upon to contribute to a loss, except for the sole negligence of Lessor.

(d) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Lessor.

9.4.3 Documentation. The following documentation shall be submitted to Lessor:

(a) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted within thirty (30) days of occupancy by Lessee.

(b) Signed copies of the specific endorsements for each policy. Said endorsements shall be submitted within thirty (30) days of occupancy by Lessee.

(c) Upon Lessor's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of Lessor's request.

9.4.4 Policy Obligations. Lessor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9.4.5 Material Breach. If Lessee, for any reason, fails to maintain insurance coverage which is required pursuant to this Lease, the same shall be deemed a material breach of Lease.

10. ESTOPPEL CERTIFICATES

10.1 Obligation to Provide Estoppel Certificates. Lessee shall, upon not less than thirty (30) business days prior written notice from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing certifying the following information: (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as modified, is in full force and effect); (b) the dates to which the rental and other charges are paid in advance, if any; (c) the amount of Lessee's security deposit, if any; and (d) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Lessor hereunder, or specifying such defaults, events or conditions, if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Property.

11. SUBORDINATION AND QUIET ENJOYMENT

11.1 Subordination. This Lease and the rights of Lessee hereunder are expressly subordinate and subject to the lien of any mortgage, deed of trust, or other voluntary hypothecation now or hereafter encumbering the premises or any land, building or improvements included therein, or of which the premises are a part, or any portions thereof. Lessee hereby covenants and agrees without the necessity of any further action whatsoever to subordinate in writing all of its beneficial and legal right, title and interest in and to this Lease to any deed of trust or mortgage encumbrance at any time now or in the future in any way affecting the premises or any portion thereof. Lessee shall execute and deliver to Lessor such documents and take such further action as Lessor in their sole and absolute discretion deem necessary or advisable to

effect or maintain such subordination within ten (10) days after written request of Lessor or such beneficiary or mortgagee to do so.

11.2 Covenant of Quiet Enjoyment. Lessee, subject to the terms of this Lease, upon paying the Rent and Additional Rent and performing the other terms, covenants and conditions of this Lease, shall and may peacefully and quietly have, hold, occupy, possess and enjoy the Premises during the term of this Lease.

12. NOTICES

12.1 Lessee's Notification Address.

Notwithstanding any provision to the contrary contained in this Lease, all notices required or permitted to be given to Lessee under this Lease shall be addressed to Lessee as follows:

Northern United Charter Schools/
DBA Northern United-Humboldt Charter School
210 Lindley Road
Petrolia, CA 95558
Telephone: (707) 629-3634
Fax: (707) 629-3649

12.2 Lessor's Notification Address.

Hadley Family Trust
Peter Chapman
543 Rigby Avenue
Rio Dell, CA 95562
Telephone: (707) 764-3830
Cell: (707) 499-1860

13. BREACH BY LESSOR

13.1 Lessor's Default. Except as provided to the contrary in this Lease, Lessor's failure to perform any of its obligations under this Lease shall constitute a default by Lessor under the Lease if the failure continues for thirty (30) days after written notice of the failure from Lessee to Lessor. If the required performance cannot be completed within thirty (30) days, Lessor's failure to perform shall constitute a default under the Lease unless Lessor undertakes to cure the failure within thirty (30) days and thereafter diligently pursues such cure to completion.

13.2 Lessee's Right to Cure Lessor's Default and Deduct Cost. Except as provided to the contrary in this Lease, if Lessee provides notice to Lessor of Lessor's failure to perform any of its obligations under this Lease and Lessor fails to provide such action as required by the terms of this Lease within the thirty (30) day period specified,

Lessee may take the required action if: (a) Lessee delivers to Lessor an additional written notice advising Lessor that Lessee intends to take the required action if Lessor does not begin the required action within ten (10) days after the written notice; and (b) Lessor fails to begin the required action within this ten (10) day period. Lessor shall reimburse Lessee for all reasonable costs incurred in performing the required action within ten (10) business days after receipt of an invoice for same.

13.3 Rent Setoff. If, within thirty (30) days after receipt of Lessee's written demand for payment of Lessee's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to Lessee a detailed written objection to it, Lessee may deduct from Rent payable by Lessee under this Lease the amount set forth in the invoice.

14. BREACH BY LESSEE

14.1 Lessee's Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(a) The failure of Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of fifteen (15) calendar days after written notice thereof from Lessor to Lessee.

(b) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in Paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee; provided, however, that if the nature of its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(c) (i) The making by Lessee of any general arrangements for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt (file for bankruptcy protection) or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the premises or Lessee's interest in this Lease, where possession is not resorted Lessee within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease where such seizure is not discharged within sixty (60) days.

14.2 Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee:

(i) the unpaid Rent which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and

(iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease.

The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under this paragraph. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 14.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Section 14.1. In such case, the applicable grace period required by Section 14.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

15. [RESERVED]

16. MISCELLANEOUS

16.1 Non-Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

16.2 Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.

16.3 Severability. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

16.4 Attorney's Fees. In the event of any litigation or arbitration between Lessor and Lessee to enforce any of the provisions of this Lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

16.5 Entire Lease. This Lease is intended by the Parties as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the Parties hereto.

16.6 Recording. Either Lessor or Lessee shall, upon request of the other, execute, acknowledge, and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees applicable thereto.

16.7 Consent. Whenever Lessor's or Lessee's consent is required under any provision of this Lease, it shall not be unreasonably withheld, conditioned or delayed.

16.8 Title. Lessor covenants that Lessor has good title to the Property, and the Lessor does warrant and will defend the title thereto, and will indemnify Lessee against any damage and expense which Lessee may suffer by reason of any lien, encumbrance, restriction, or defect in title or description herein of the Property.

16.9 Surrender. Lessee shall, after the last day of the term of any extension thereof or upon any earlier termination of such term, surrender and yield up to Lessor the Premises in good order, condition and state of repair, reasonable wear and tear excepted. Lessee shall be required to: (a) remove the Building; (b) remove any trade fixtures installed prior to or during the term of this Lease or any extension thereof; (c)

remove Lessee's personal property and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, and (d) implement repairs to the Premises caused by removal of same.

16.10 Notice. Except as expressly provided elsewhere in this Lease, all notices and other communication required under this Lease shall be in writing and delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United States mail; or (b) to the Party hereto to whom the same is directed at the addresses set forth in Section 12 herein. A Party hereto may from time to time change its mailing address by written notice to the other Party.

16.11 Authority of Lessor. Each individual executing this Lease on behalf of Lessor represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessor, in accordance with the applicable trust agreement, or as an individual is authorized to execute this Lease and that this Lease is binding upon Lessor.

16.12 Authority of Lessee. If Lessee is a corporation, unincorporated association, government agency, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, unincorporated association, government agency, partnership or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Lease and that this Lease is binding upon said corporation and/or partnership or individual.

16.13 Security Services. Lessee shall have the right to install or upgrade any security system serving the Premises including, without limitation, an alarm system or key card system. Any system(s) installed or upgraded must not interfere with Lessor's rights of access to the Premises provided in the Lease. Lessee also has the right to restrict entry to areas of the Premises where students are present during school hours to those who have undergone and successfully cleared the legally required criminal background check and screening.

16.14 Sub-Lease or Assignment. Lessee shall not voluntarily or involuntarily, by operation of law or otherwise, assign or hypothecate this Lease or any interest therein, or any portion thereof, nor shall Lessee sublet any portion of the Premises nor permit any other person to occupy or use the Premises or any part thereof without Lessor's written permission. Lessor shall not unreasonably withhold its consent or otherwise impair or delay Lessee's ability to assign or sub-lease the Premises.

16.15 Governing Law. This Lease shall be governed, construed and interpreted by, through and under the laws of the State of California and in a court of competent jurisdiction of Humboldt County.

16.16 Counterparts. This Lease may be executed in two or more counterparts, which shall, in the aggregate, be signed by all parties and constitute an executed Lease Agreement. Each counterpart shall be deemed an original instrument against any party

who has signed it.

16.17 Headings. The headings used in the Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed the day and year specified below their respective signature.

LESSEE

**NORTHERN UNITED CHARTER SCHOOLS/
DBA NORTHERN UNITED-HUMBOLDT
CHARTER SCHOOL**

By: Sha-L
Its: Shari Lovitt
Date: 6/18/18

LESSOR

HADLEY FAMILY TRUST

By: [Signature]
Its: Peter Chapman, Trustee
Date: 6-7-18

COMMERCIAL LEASE

1. PARTIES. This lease is made and entered into this 1st day of July, 2018 by and between David Katz Enterprises (hereinafter referred to as "Lessor") and Northern United Charter Schools/DBA Northern United-Humboldt Charter School, 2120 Campton Road, Suite 1, Eureka, CA 95503 (hereinafter referred to as "Lessee").

2. PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, that certain real property and the building and other improvements located thereon situated in the town of Redway, County of Humboldt, State of California, commonly known as AEE Commercial Building / 1155 Redway Drive / Redway, CA 95560 and described as 5 rooms on the southeast corner of the first floor (said real property is hereinafter called the "Premises").

3. TERM. The term of this lease shall be for one year commencing on July 1, 2018, and ending on June 30, 2019, but the lease may be terminated after one year, by the Lessee for any reason, with sixty (60) days notice to the Lessor in writing to the address in section 4, below. As specified by California law, you must submit to the Lessor a written notice of your intent to vacate sixty days in advance accompanied by any unpaid rent for the full sixty day period or up through the expected last day of occupancy, which ever is later. Rent can be prorated for departure any day of the month.

4. RENT. Lessee shall pay to Lessor as rent for the premises the sum of nine hundred fifty (\$950.00) dollars per month, in advance on the first business day of each month during the term hereof. Rent shall be payable without notice or demand and without any deduction, off-set, or abatement in lawful money of United States by mail to:

David Katz
288 F Street
Arcata, CA 95521

No security deposit has been taken.

5. USE. Lessee shall use the Premises for meeting with and teaching students and storing materials and equipment for teaching and all general uses associated with the operation of a public school and for no other purpose without the Lessor's prior written consent.

6. TAXES.

(a) Real Property Taxes.

Lessor shall pay all real property taxes and general assessments levied and assessed against the Premises during the term of this lease.

7. UTILITIES. Lessor shall provide heating, electricity, water, sewer, air conditioning, and internet service at no extra charge.

8. ALTERATIONS AND ADDITIONS. Lessee shall not, without the Lessor's prior written consent, make any alterations, improvements or additions in or about the Premises.

9. HOLD HARMLESS. Lessee shall indemnify and hold Lessor harmless from and against any and all claims arising from Lessee's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Lessee in or about the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Lessor's willful or grossly negligent conduct, Lessee hereby assumes all risk of damage to property or injury to person in or about the Premises from any cause, and Lessee hereby waives all claims in respect thereof against Lessor.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of Lessee's interest in this lease or in the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld.

11. DEFAULT. It is agreed between the parties hereto that if any rent shall be due hereunder and unpaid, or if a receiver be appointed to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in the Lease, or if Lessee shall make a general assignment or arrangement for the benefit of creditors, or if Lessee shall take any action under any insolvency or Bankruptcy act, or if Lessee shall default and breach any other covenant or provision of the Lease, then the Lessor, after giving the proper notice required by law, may re-enter the Premises and remove any property and any and all persons therefrom in the manner allowed by law. The Lessor may, at his option, either maintain this Lease in full force and effect and recover the rent and other charges as they become due or, in the alternative, terminate this Lease. In addition, the Lessor may recover all rentals and any other damages and pursue any other rights and remedies which the Lessor may have against the Lessee by reason of such default as provided by law.

12. SURRENDER. On the last day of the term of this Lease, Lessee shall surrender the Premises to Lessor in good condition, broom clean, ordinary wear and tear and damage by fire and the elements excepted.

13. HOLDING OVER. If Lessee, with the Lessor's consent, remains in possession of the Premises after expiration or termination of the term of this Lease, such possession by Lessee shall be deemed to be a tenancy from month-to-month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon the provisions of this Lease applicable to such a month-to-month tenancy.

14. BINDING ON SUCCESSORS AND ASSIGNS. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

15. NOTICES. Whenever under this Lease a provision is made for any demand, notice or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the addresses as set forth below:

To Lessor at:

DAVID KATZ ENTERPRISES
288 F Street
Arcata, CA 95521
Telephone: 707/832/7487

To Lessee at:

NORTHERN UNITED CHARTER SCHOOLS
2120 Campton Road, Suite I
Eureka, CA 95503
Telephone: 707/445/2660

Such notice shall be deemed to be delivered within forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph.

16. WAIVERS. No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provisions.

17. ENTRY BY LESSOR. Lessee shall permit Lessor and/or its agents to enter into and open the Premises at all reasonable times and upon reasonable notice.

18. **INSURANCE.** Lessee shall maintain premises liability insurance to include Lessor as co-insured party in the amount of at least one million dollars (1,000,000). Lessee shall provide Lessor with a copy of the premises liability policy. Lessee's personal property, fixtures, inventory, and vehicles are not insured by Lessor against loss due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause.

19. **ATTORNEY'S FEES.** If either party commences an action against the other party arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

20. **NO HAZARDOUS MATERIALS.** Lessee shall not use, store, generate, release, or dispose of any hazardous materials on the premises or the property of which the premises are a part. However, Lessee is permitted to make use of such materials that are required to be used in the normal course of Lessee's business, provided that Lessee complies with all applicable laws related to the hazardous materials. Lessee is responsible for the cost of removal and remediation or any clean up of any contamination caused by the Lessee.

21. **DAMAGE TO PREMISES.** If, by no fault of Lessee, the premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Lessor shall have the right to restore the premises by repair or rebuilding. If Lessor elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If Lessor is unable to restore the premises within this time, or if Lessor elects not to restore, then either Lessor or Lessee may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly base rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then rent shall be reduced based on the extent to which the damage interferes with Lessee's reasonable use of the premises. If damage occurs as a result of an act of Lessee or Lessee's guests, clients, or customers, only Lessor shall have the right of termination, and no reduction in rent shall be made.

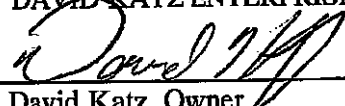
22. **TIME.** Time is of the essence of this Lease.

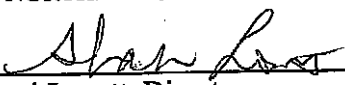
Dated: 6/30/2018

Dated: 6/25/18

Lessor: DAVID KATZ ENTERPRISES

Lessee: NORTHERN UNITED CHARTER SCHOOLS

By: 
David Katz, Owner

By: 
Shari Lovett, Director


RENTAL AGREEMENT

Studio 299 – Center for the Arts agrees to rent the property and improvements of 75 The Terrace, Willow Creek, CA to Northern United Charter Schools/DBA Northern United Humboldt Charter School during the regular school year, Monday through Thursday, for the sum of \$12,000 per year, \$1000 paid monthly, for the use of Creekside Arts and Education Learning Center. Additional use of the property will require approval of Studio 299's Board of Directors. In return, Northern United Humboldt Charter School will maintain the property and its structures in working condition and acceptable appearance in keeping with comparable commercial sites in the community and will provide for utilities agreed upon by the Studio 299 Board of Directors. Northern United Humboldt Charter School will maintain liability insurance for their students, personnel and visitors and will provide Studio 299 with "additional insured" coverage. This contract will automatically renew annually on July 1, but can be cancelled by either party for the next year with a two-week notice prior to June 15. Also the contract may be modified at any time with the agreement of both parties.



Gilbert Saliba, Treasurer, Studio 299 - Center for the Arts

6/15/18
Date



Shari Lovett, School Director, Northern United Humboldt Charter School

6/18/18
Date



Michaela Walston, Director, Creekside Arts and Education

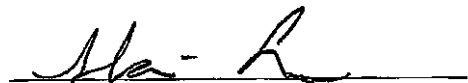
6/15/18
Date

Rental Agreement

Dennis Ambrosini agrees to rent the property and improvements of 72 The Terrace, Willow Creek, CA to Northern United – HUMBOLDT Charter School during the regular school year, Monday through Thursday, for the sum of \$30,000 per year, \$2,500 paid monthly. In return, Mattole Valley Charter School will maintain the property and its structures in working condition and acceptable appearance in keeping with comparable commercial sites in the community. Dennis Ambrosini will pay for power and water, and Northern United Charters - Willow Creek will be responsible for paying for phone and internet services. Northern United – HUMBOLDT Charter School will maintain liability insurance for their students, personnel and visitors and will provide Dennis Ambrosini with “additional insured” coverage. This contract will automatically renew annually on July 1, but can be cancelled by either party for the next year with a two-week notice prior to June 15. Also the contract may be modified at any time with the agreement of both parties.



Dennis Ambrosini, Building Owner



Northern United – HUMBOLDT Charter School Administr

Agenda Item 9.
FACILITIES

Subject:
9.2 NU-Siskiyou Charter School Facility Leases

Action Requested:
Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:
NU-Siskiyou Charter School leases four facilities. The leases are attached.

Fiscal Implications:
\$115,872

Contact Person/s: Shari Lovett

LEASE

THIS LEASE is entered into as of this 25th day of June 2018, by and between Todd W. Whipple and Stacey R. Whipple, Trustees of the 2001 Todd W. Whipple and Stacey R. Whipple Revocable Trust hereinafter ("LESSOR") and Northern United-Siskiyou hereinafter ("LESSEE").
Charter School

RECITALS

- A. LESSOR is the owner of the Premises located in the City of Yreka, County of Siskiyou, State of California, commonly known as 505 S. Broadway Yreka, California, which comprises approximately 5700 square feet ("the Premises"). Included both buildings.
Lessor - No upstairs use; Lessor can use upstairs
- B. LESSEE desires to lease the Premises from LESSOR and LESSOR desires to lease the Premises to LESSEE upon the terms, conditions and covenants as hereinafter set forth.

WITNESSETH

In consideration of the leasing of the Premises to LESSEE and the rents to be paid by LESSEE to LESSOR, the parties to this Lease AGREE AS FOLLOWS:

1. **TERM** The initial term of this Lease shall be for a period of 1 yr and 0 months. The initial term shall commence on July 1st, 2018 ("the Commencement Date"). The lease will automatically terminate on June 30th, 2019 ("the Termination Date").

2. RENT

2.1 Base Rent

Commencing July 1st, 2018 and continuing for the remainder of the lease term, rent shall be twenty eight hundred Dollars (\$ 2800) per month. Rent shall be due on the last day of the month preceding the month for which rent is due. Rent for July 1, 2019 is due upon signing of this Lease in addition to the security deposit identified in Section 2.2 herein.

2.2 Late Charge

LESSEE acknowledges that late payment of rent may cause LESSOR to incur costs and expenses, the exact amount of such costs being extremely difficult and impractical to fix. Such costs may include, but are not limited to, processing and accounting expenses, late charges that may be imposed on LESSOR by terms of any loan secured by the property, costs for additional attempts to collect rent, and preparation of notices. Therefore, if any installment of rent due from LESSEE is not received by LESSOR within five (5) calendar days after date due, LESSEE shall pay to LESSOR an additional sum of Fifty and 00/100 Dollars (\$50.00) as a late charge and collection fee, which shall be deemed additional rent. The parties agree that this late charge represents a fair and

reasonable estimate of the costs that LESSOR may incur by reason of LESSEE's late payments. Acceptance of any late charge shall not constitute a waiver of LESSEE's default with respect to the past due amount, or prevent LESSOR from exercising any other rights and remedies under this agreement, and as provided by law.

2.3 Security Deposit

Upon execution of this lease and prior to this Lease becoming effective, LESSEE shall pay to LESSOR a security deposit in the amount of \$ 5 in addition to the prepayment of rent identified in Section 2.1 herein. The deposit shall be held by LESSOR as security for the faithful performance by LESSEE of all provisions of the Lease. If LESSEE fails to pay rent or other sums due under this Lease or defaults with respect to any provision of this Lease, LESSOR may use, apply or retain all or any portion of the deposit for the payment of rent or other sums in default, for the payment of any sums to which LESSOR may become obligated because of LESSEE'S default, or to compensate LESSOR for any loss or damage that LESSOR may suffer because of the LESSEE'S actions. LESSOR shall not be obligated to keep the deposit separate from LESSOR'S general accounts nor shall LESSEE be entitled to any interest on the deposit while in LESSOR'S possession, custody or control.

2.4 No Waiver

Acceptance by LESSOR of any moneys paid to LESSOR by LESSEE as rental for the premises, as shown by any monthly or yearly statement furnished by LESSEE, shall not be an admission of the accuracy of said yearly statement or if the amount of said rental payment.

3. USE

3.1 Use of Premises

LESSEE will use the premises for Charter School and related activities and for no other purpose without the prior written consent of the LESSOR. Should LESSEE discontinue its business upon the premises, nothing herein shall relieve LESSEE of his obligations under this Lease.

3.2 Compliance with Law

LESSEE shall, at LESSEE'S expense, comply promptly with all applicable statutes, ordinances, rules, regulations, order and requirements enacted or adopted by governmental authorities which regulate the use of the premises by LESSEE. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance.

4. REPAIRS AND MAINTENANCE

LESSEE shall properly use and operate all leased property and fixtures and keep them as clean and sanitary as their condition permits. Excluding ordinary wear and tear, LESSEE shall notify LESSOR and pay for all repairs or replacements caused by LESSEE(S) or LESSEE'S invitees' negligence or misuse. LESSOR'S personal property is not insured by LESSEE

5. ALTERATIONS AND TITLE TO IMPROVEMENTS

LESSEE shall have the right to make alterations, additions, and improvements to the Premises ONLY AFTER RECEIVING PRIOR WRITTEN CONSENT FROM LESSOR. All alterations, additions or improvements which may be made on the Premises shall become part of the Premises and remain upon and be surrendered with the Premises at the expiration of this Lease. Notwithstanding the provisions of this Section 5, LESSEE's Trade Equipment (as defined below in Section 6) shall remain the property of LESSEE and may be removed by LESSEE at the expiration of this Lease.

All improvements must be completed in compliance with all building codes, ordinances, statutes and regulations in a good and workman like manner. Any work not done personally by LESSEE shall be performed by a California licensed contractor. The contractor must have liability insurance for any injuries which might occur as a result of his work and proof of said insurance shall be provided to LESSOR prior to commencement of said work. Proof of workers compensation insurance shall be provided by LESSEE to LESSOR for all persons who provide labor at the Premises except for LESSEE and any independent contractors with proper liability insurance.

6. LESSEE'S TRADE EQUIPMENT

LESSOR hereby acknowledges that LESSEE may install certain items of machinery, equipment and other trade fixtures ("Trade Equipment") in the Premises, some of all of which will be financed by an institutional lender (e.g. bank, insurance company, pension fund, etc.) or owned by an equipment rental company and rented to LESSEE. LESSOR shall recognize the rights of any such institutional lender or equipment lessor in such Trade Equipment that is attached or affixed to the Premises. LESSOR expressly waives any claim arising by reason of any LESSOR's lien or otherwise with respect to any Trade Equipment, and agrees that any of such Trade Equipment may be removed and disposed of without reference to and free and clear of any claim or other demand of LESSOR other than the responsibilities to repair any physical damage resulting from the removal.

7. UTILITIES

LESSEE shall pay for all utilities supplied to the Premises including, but not limited to, power, sewer, water and garbage service.

8. INSURANCE

8.1 Liability Insurance

LESSEE shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring LESSOR and LESSEE against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The insurance must cover the type of business LESSEE intends to operate. Such insurance shall be in an amount of not less than \$500,000 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$1,000,000 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure LESSOR and LESSEE against liability for property damage of at least \$500,000. The insurance shall name the LESSOR as an additional insured. If LESSEE shall fail to procure and maintain such insurance,

LESSOR may, but shall not be required to, procure and maintain the same, but at the expense of LESSEE.

8.2 Property Insurance

LESSEE shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the premises and furniture, fixtures and equipment, in the amount of the full replacement value, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). Such insurance shall provide for payment for loss thereunder to LESSOR.

8.3 Insurance Policies

LESSEE shall furnish LESSOR with certificates evidencing the existence and amounts of such insurance at the commencement of the Lease and upon each renewal of the insurance policies. No such policies shall be cancellable or subject to reduction of coverage except after thirty (30) days prior written notice to LESSOR. LESSEE may satisfy its obligations to insure by use of a "blanket" or "umbrella" policy or policies of insurance; provided, however, that the interests of LESSOR shall be as fully protected as if LESSEE had obtained individual policies of insurance pertaining only to the Premises.

8.4 Insurance Lapse

If any insurance required herein lapses or coverage cease to exist for any reason, LESSEE shall immediately cease all use of the Premises until insurance coverage is restored and satisfactory proof has actually been received by LESSOR.

9. DAMAGE OR DESTRUCTION

In the event the improvements on the leased Premises are damaged or destroyed partially or totally, from any cause whatsoever by LESSEE or LESSEE'S invitees, LESSEE shall repair, restore, and rebuild the Premises to a condition equivalent in function and value to that existing immediately prior to such damage or destruction and this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. The proceeds of any insurance maintained under Section 8.2 shall be made available to LESSEE for payment of the cost and expense of the repairs.

10. PREMISES AND PERSONAL PROPERTY TAXES

LESSEE shall pay all personal property taxes applicable to the premises during the term of this Lease. All such payments shall be made prior to the delinquency date of such payment. LESSEE shall promptly furnish LESSOR with satisfactory evidence that such taxes have been paid. If any such taxes paid by LESSEE shall cover any period of the time prior to or after the expiration of the term hereof, LESSEE's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and LESSOR shall reimburse LESSEE to the extent required. LESSOR shall pay all Premises taxes.

10.1 Definition of "Premises" Taxes

As used herein, the term "Premises tax" shall include any form of assessment, license fee, tax, levy or penalty imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage, or other improvement district thereof. Nothing herein shall require or be construed to require LESSEE to pay any inheritance, estate, succession, transfer, gift, franchise, income, rental or profit tax that are or may be imposed upon LESSOR, or LESSOR's heirs, successors or assigns.

11. CONDEMNATION

If the Premises or any portion thereof are taken under the power of eminent domain, or sold by LESSOR under threat of the exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date of the condemning authority takes title or possession, whichever occurs first. If more than fifty percent (50%) of the floor area of any buildings on the Premises, or more than fifty percent (50%) of the land area of the Premises not covered with buildings, or any of the driveways, entryways or approaches to the Premises, is taken by condemnation, LESSEE may terminate this Lease as of the date of the condemning authority takes possession by notice in writing of such election within twenty (20) days after LESSOR shall have notified LESSEE of the taking or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession.

If this Lease is not terminated by LESSEE then it shall remain in full force and effect as to the portion of the Premises remaining, provided the rental shall be reduced in proration to the floor area of the buildings taken within the Premises as bears to the total floor area of all buildings located on the Premises. In the event this Lease is not so terminated then LESSOR agrees, at LESSOR's sole cost, to as soon as reasonably possible, restore the Premises to a complete unit of like quality and character as existed prior to the condemnation. All awards for the taking part of the Premises or any payment made under the threat of the exercise of power of condemnation shall be the property of LESSOR, whether made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages; provided, however, that LESSEE shall be entitled to any award for loss of or damage to LESSEE's trade fixtures and removable personal property.

12. ASSIGNMENT AND SUBLETTING

12.1 Prohibition

LESSEE shall not assign, sublet, mortgage, or otherwise encumber all or any portion of its interest in this Lease or in the Premises without obtaining prior written consent of LESSOR, which shall not be unreasonably withheld, except that LESSOR may, in its discretion, exercise any of the options set forth in Section 13.4 in certain circumstances. Any such attempted assignment, subletting mortgage or other encumbrance without such consent shall be null and void and of no effect.

12.2 No Waiver

No permitted assignment, subletting, mortgage or other encumbrance of LESSEE's interest in this Lease shall relieve LESSEE of its obligation to pay rent and to perform all of the other

obligations to be performed by LESSEE hereunder. LESSOR's acceptance of rent from any other person shall not be deemed to be a waiver by LESSOR of any provision of this Lease or be a consent to any subletting, assignment, mortgage or other encumbrance. LESSOR's consent to any sublease, assignment, mortgage or other encumbrance shall not be deemed to constitute consent to any other attempted subletting, assignment, mortgage or other encumbrance.

12.3 Required Information

If LESSEE desires to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify LESSOR of its desire to do so and shall submit in writing to LESSOR not less than thirty (30) days prior to such assignment or subletting (1) The name of the proposed SUBLESSEE or Assignee, (2) The nature of the proposed SUBLESSEE's or Assignee's business to be carried on in the Premises, (3) The terms and provisions of the proposed sublease or assignment form, and (4) Such financial information as LESSOR may reasonably request concerning the proposed SUBLESSEE or Assignee.

12.4 Lessor's Rights

At any time within thirty (30) days after LESSOR's receipt of the information specified in Section 12.3, LESSOR may give written notice to LESSEE elect:

(a) To sublease the premises or to take an assignment of LESSEE's leasehold estate hereunder upon the same terms as those offered to the proposed SUBLESSEE or Assignee, as the case may be;

(b) During the first three years of the 10 year lease period, LESSEE shall not have the right to sublet or assign this lease without prior written consent by LESSOR.

(c) To consent to such assignment or subletting either without conditions or upon the condition that any rent or other consideration received by LESSEE in excess of the rent provided herein by paid to LESSOR;

(d) Subject to the requirement of reasonableness, to refuse to grant consent to such assignment or subletting.

12.5 ASSUMPTION

As a condition to LESSOR's written consent as provided for in this section, LESSEE shall deliver to LESSOR an executed copy of any assignment or agreement relating to the Premises. Any Assignee shall assume, in full, LESSEE's obligations under this Lease. LESSOR's collection or acceptance of rent or other payment from any person other than LESSEE shall not be deemed a waiver of any provision of this section, acceptance of any Assignee or Subtenant as the LESSEE hereunder, or a release of LESSEE from any obligation under this Lease.

13. LESSOR'S ACCESS TO PREMISES

LESSOR shall have reasonable rights of access to the Premises for the purpose of inspecting the condition thereof from time to time throughout the term of this Lease and any renewals thereof.

14. SURRENDER OF PREMISES

LESSEE shall, after the last day of the Lease term or upon any earlier termination of such term, surrender and yield the Premises to LESSOR, broom clean, in good order, condition, and state of repair, reasonable wear and tear excepted.

15. DEFAULTS; REMEDIES

15.1 Defaults

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by LESSEE:

(a) The failure by LESSEE to make any payment of rent or any other payment required to be made by LESSEE hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE.

(b) The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in Paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE; provided however, that if the nature of LESSEE's default is such that more than thirty (30) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(c) (i) The making by LESSEE of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

15.2 REMEDIES FOR DEFAULT BY LESSEE

Upon default, LESSOR may exercise one or more of the following remedies in addition to any other remedies available under applicable law:

(a) LESSOR may terminate the Lease by notice to LESSEE. Termination shall be without prejudice to LESSOR's right to recover damages for the default.

(b) LESSOR may terminate LESSEE's right to possession of the Premises and retake possession if necessary, and relet the Premises upon any reasonable terms.

(c) Whether or not the Lease is terminated or possession is retaken, LESSOR may recover all damages caused by the default. LESSOR may, in one action, recover accrued damages

plus damages attributable to the remaining term of the Lease equal to the present value of the difference between the rent under this Lease and a reasonable rental value of the Premises.

16. NOTICES

Whenever under this Lease provision is made for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, Certified/Return Receipt Requested with postage prepaid, addressed at the addresses set forth herein below:

TO LESSOR AT: Todd Whipple
~~1201 S. MAIN ST~~ ~~1201 S. Main St~~ Fairlane Road, Unit
Yreka, California 96097

Todd Whipple
1201 S. MAIN ST Ste C
Yreka CA 96097
(530) 598-7366 cell

TO LESSEE AT: Kirk Miller
423 S. Broadway
Yreka CA 96097

(530) 842-4509 #29 office
(530) 925-1463 Cell

17. GENERAL PROVISION

17.1 Successors and Assigns

The terms, conditions and covenants of this Lease shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land.

17.2 Severability

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17.3 Captions

Section and paragraph caption are included only for the convenience of the parties and shall not have the effect of defining, diminishing or enlarging the rights of the parties or affecting the construction or interpretation of any provision of this Lease.

17.4 Incorporation of Prior Agreements; Amendments

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

17.5 Recording This Lease shall not be recorded. Upon LESSEE's request LESSOR shall execute and acknowledge a memorandum of this Lease in a form suitable for recording, and LESSEE may record the Memorandum.

17.6 Attorney's Fees If either party brings an action to enforce the terms hereof or to declare the rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his/her reasonable attorney's fees to be paid by the losing party as fixed by the court.

LESSOR:

LESSEE:

Todd W. Whipple Trustee
Todd W. Whipple, Trustee of the 2001
Todd W. Whipple and Stacey R.
Whipple Revocable Trust

Stacey R. Whipple Trustee
Stacey R. Whipple, Trustee of the 2001
Todd, W. Whipple and Stacey R.
Whipple Revocable Trust

Shari Lovett
By: Shari Lovett
School Director
Northern United-Siskiyou Charter School
2120 Compton Rd., Suite H
Eureka, CA 95503

By:



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): June 14, 2018

Peter J. Husman,

("Landlord") and

Northern United Charter Schools/DBA Northern United-Siskiyou Charter School

("Tenant") agree as follows.

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 510 North Mount Shasta Blvd, Suites A and B, Mount Shasta, CA 99067 ("Premises"), which comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) July 1, 2018 ("Commencement Date").
(Check A or B):

- A. Lease: and shall terminate on (date) June 30, 2019 at 11:59 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- C. **RENEWAL OR EXTENSION TERMS:** See attached addendum See clause 40, Item 3, page 5 below.

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- (1) \$ 1,494.00 per month, for the term of the agreement.
- (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____
- (4) In accordance with the attached rent schedule.
- (5) Other: _____

B. Base Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Peter J. Husman at (address) 1700 Shattuck Ave., Suite 282 Berkeley, CA 94709, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on Currently in possession as per current lease.

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ 1,330.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED: If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (PH) (_____)

Tenant's Initials (SL) (_____)

© 2015, California Association of REALTORS®, Inc.
CL REVISED 12/15 (PAGE 1 of 6)



COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

7. PAYMENTS:

| | TOTAL DUE | PAYMENT RECEIVED | BALANCE DUE | DUE DATE |
|---|--------------------|--------------------|--------------------|---------------------|
| A. Rent: From <u>07/01/2018</u> To <u>07/31/2018</u> Date Date | \$ <u>1,494.00</u> | \$ _____ | \$ <u>1,494.00</u> | <u>July 1, 2018</u> |
| B. Security Deposit | \$ <u>1,330.00</u> | \$ <u>1,330.00</u> | \$ _____ | _____ |
| C. Other: <u>Common Area Maintenance</u> Category | \$ <u>112.00</u> | \$ _____ | \$ <u>112.00</u> | <u>July 1, 2018</u> |
| D. Other: _____ Category | \$ _____ | \$ _____ | \$ _____ | _____ |
| E. Total: | \$ <u>2,936.00</u> | \$ <u>1,330.00</u> | \$ <u>1,606.00</u> | _____ |

8. PARKING: Tenant is entitled to 1st come 1st serve unreserved and _____ reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.
9. ADDITIONAL STORAGE: Storage is permitted as follows: None
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 149.40 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____
12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.
13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant including but not limited to electricity.
14. PROPERTY OPERATING EXPENSES:
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. See attached Addendum One
- OR B. (if checked) Paragraph 14 does not apply.
15. USE: The Premises are for the sole use as Charter school
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
17. MAINTENANCE:
A. Tenant OR (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials ([Signature]) (_____)

Tenant's Initials ([Signature]) (_____)



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (PH) (_____)

Tenant's Initials (JE) (_____)

CL REVISED 12/15 (PAGE 3 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency. If Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises has, or has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises has, or has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. **DISPUTE RESOLUTION:**
 - A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
 - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 6 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
 - (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2085; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
 - (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

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

Landlord's Initials / Tenant's Initials /

Landlord's Initials (PH) ()

Tenant's Initials (LL) ()



Premises: 510 North Mount Shasta Blvd. Suites A and B. Mount Shasta, CA 96067

Date June 14, 2018

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated

Landlord: Peter J. Husman
1700 Shattuck Avenue, Suite 282, Berkeley, 94709

Tenant: Northern United Charter Schools/DBA Northern United-Siskiyou Charter School
2120 Campton Rd., Suite 1, Eureka, CA 95503

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** 1. As of midnight June 30, 2018 the current lease between Peter J. Husman, landlord, and Wetmore Valley Charter School shall terminate. Northern United Charter Schools.

2. In addition to the monthly rent a common area maintenance fee of \$112 shall be paid monthly. It shall be included with the monthly rent payment.

3. Lessee has the option to renew the Lease for one renewal period of an additional 1 year. This may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of the Lease. Rent for the option period shall be \$1493.98 per month. In addition to said rent tenant shall also pay monthly a common area maintenance fee of \$112.

4. Tenant is responsible for snow and ice removal in front of the doors and windows of the subject premises.

5. Tenant is responsible for costs of semi-annual preventive maintenance, service calls, and any necessary repairs (labor and materials) to the HVAC system. All maintenance and repairs shall be performed by HVAC professionals selected by the landlord.

6. At the end of the lease period, or any extension thereof, if the tenant does not provide the landlord with at least 60 days notice to vacate the security deposit shall be forfeited to landlord.

7. If rent or any payment is overdue a late fee of 10% of the amount overdue shall immediately be paid by tenant to landlord which is agreed to as a fair amount.

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)
Addendum One and Addendum Two.

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: None (Print Firm Name) is the agent of (check one):
 the Landlord exclusively, or both the Tenant and Landlord.

Selling Agent: None (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
 the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (PJH) (_____)

Tenant's Initials (LU) (_____)

CL REVISED 12/16 (PAGE 5 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

Produced with zipForm® by zipLogix 16570 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Husman Charter

Premises: 510 North Mount Shasta Blvd, Suites A and B, Mount Shasta, CA 96067

Date June 14, 2018

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date 6/25/18
Northern United Charter Schools/DBA Northern United-Siskiyou Charter School
(Print name)
Address 2120 Campton Rd., Suite 1 City Eureka State CA Zip 95503

Tenant _____ Date _____
(Print name) _____
Address _____ City _____ State _____ Zip _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord [Signature] Date 6/25/18
(owner or agent with authority to enter into this agreement) Peter J. Husman
Address 1700 Shattuck Ave., Suite 282 City Berkeley State CA Zip 94709

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) None CalBRE Lic. # _____
By (Agent) _____ CalBRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) None CalBRE Lic. # _____
By (Agent) _____ CalBRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

© 2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

CL REVISED 12/16 (PAGE 6 of 6)

Reviewed by _____ Date _____



COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)



CALIFORNIA
ASSOCIATION
OF REALTORS®

**COMMERCIAL LEASE CONSTRUCTION
ACCESSIBILITY ADDENDUM**
(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated _____
in which Peter J. Husman is referred to as "Landlord"
and Northern United Charter Schools/DBA Northern United-Siskiyou Charter School is referred to as "Tenant".
Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises have, or have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises have, or have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - (2) (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant Landlord Other _____

Tenant (Signature) [Signature] Date 6/22/18
 Tenant (Print name) Northern United Charter Schools/DBA Northern United-Siskiyou Charter School
 Tenant (Signature) _____ Date _____
 Tenant (Print name) _____
 Landlord (Signature) _____ Date _____
 Landlord (Print name) Peter J. Husman
 Landlord (Signature) [Signature] Date 6/22/18
 Landlord (Print name) _____

© 2016, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



CLCA 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)



ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. One

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other Commercial Lease Agreement dated June 14, 2018 on property known as 510 North Mount Shasta Blvd., Suites A & B

Mount Shasta, CA 96067

in which Northern United Charter Schools/DBA Northern United-Siskiyou Charter School is referred to as ("Buyer/Tenant") and Peter J. Husman is referred to as ("Seller/Landlord")

1. Heating, Ventilation, and Air Conditioning. Pursuant to this paragraph, Lessee shall secure a maintenance contract with a local Heating, Ventilation and Air Conditioning (HVAC) contractor for semi-annual inspections of the working, cleaning and general operating condition of the existing system beginning 6 months after the last inspection and cleaning performed under the current lease terminating midnight June 30, 2018 and continuing each six (6) months thereafter. Lessee shall provide Lessor with copies of each semi-annual inspection from Lessee's HVAC contractor, as received. In the event that the system fails completely after regular maintenance has been performed on the above schedule, then Lessor, at Lessor's sole cost and expense, shall replace the failed system with a new HVAC system. Notwithstanding same, in the unlikely event Lessee has not maintained the HVAC as described herein, then it shall become the Lessee's responsibility to pay the full cost of replacement for a new HVAC system.

2. Snow and Ice. During the months of snowfall and winter conditions, Lessee shall remove snow from the sidewalk directly in front of Lessee's premises and use de-icing material on those same areas up to and including any common doorways and walkways directly adjacent thereto for the safety and welfare of the customers and pedestrians who pass by the premises on the public sidewalk. This policy shall be in full force and effect for each and every Lessee and commercial tenant on the ground floor of the Subject Premises.

3. Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee as the case may be, so long as the insurance is not invalidated thereby.

CONTINUED ON ADDENDUM TWO

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 6/22/18

Date 6/22/18

Buyer/Tenant [Signature]
Northern United Charter Schools/DBA Northern

Seller/Landlord [Signature]
Peter J. Husman

Buyer/Tenant _____

Seller/Landlord _____

© 1988-2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
526 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. TWO

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other

dated June 14, 2018, on property known as 510 North Mount Shasta Blvd., Suites A & B
Mount Shasta, CA 96067

in which Northern United Charter Schools/DBA Northern United-Siskiyou Charter School is referred to as ("Buyer/Tenant")
and Peter J. Husman is referred to as ("Seller/Landlord")

4. Exemption of Lessor from Liability. Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

5. Clause 10, Page 2 of the Commercial Lease Agreement continued. If any installment of the common area maintenance fee due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall immediately pay to Landlord, respectively, 10% of the amount overdue as a late charge, and \$25.00 as a NSF fee. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 6/22/18

Date 6/22/18

Buyer/Tenant [Signature]
Northern United Charter Schools/DBA Northern

Seller/Landlord [Signature]
Peter J. Husman

Buyer/Tenant _____

Seller/Landlord _____

© 1985-2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
325 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

California Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective July 01, 2018, by and Between WENDY JAMES ("Landlord") and NORTHERN UNITED CHARTER SCHOOLS, DBA NORTHERN UNITED - SISKIYOU CHARTER SCHOOL ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 1124 PINE GROVE DRIVE, MT SHASTA, CA 96067 and legally described as follows (the "Building"): MAIN BUILDING INCLUDING OFFICES, SCHOOLHOUSE, SHED AND ACREAGE (SEE ATTACHED PROPERTY MAP).

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases HALF OF THE MAIN BUILDING, SCHOOLHOUSE, OUTDOOR SPACE (SEE PROPERTY MAP) AND SHARED BATHROOM AND KITCHEN as the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning JULY 01, 2018 and ending JUNE 30, 2019. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$2,400.00 per month, Each payment shall be due in advance of the tenth (10th) day of each calendar month during the lease term to Landlord at PO BOX 714 MT SHASTA, CA 96067 or at such other place designated by written notice from Landlord or Tenant. Landlord shall offer a five (5) day grace period for late payments. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, ALL necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. At time of signing of lease, none of the leased property, aside from the kitchen and

bathrooms, is to be shared by both parties. As the Landlord does not use any appliances at this time, repairs of such appliances will be the tenant's responsibility. When that situation changes, both parties agree to adjust and amend this agreement to restate said responsibility. Landlord agrees to pay for the remodel of the two rooms in the main building, create a fire escape in the schoolhouse and change the door to the theater space to meet safety standards. Tenant agrees to take responsibility for the lack of carpet after the walls have been taken down in said rooms. This construction and remodel will be completed before August 15, 2018. If the work is not completed by August 15, the tenant will have the option to hire a contractor to complete the work, and to reduce the rent a commensurate amount so as to amortize the cost over the term of the lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. See attached property map for tenants leased property area. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance making evident Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay half of garbage, 75% Pacific Power and 75% of Propane upon the next bill while the other portion of the building is unattended. Both parties shall revisit this portion of the lease when landlord is occupying the remainder of the building. Tenant is responsible for the heating expense of the schoolhouse. Landlord will notify tenant of charges each month. Such charges will be added to the rent and due with the rent in advance of the tenth (10th) of each month.

Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time, and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges

during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. **Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. **Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. **Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. **Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. **Security Deposit.**

A Security Deposit of \$2400.00 shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. Tenant agrees to notify the landlord thirty (30) days prior the end of this lease if they wish to renew or cancel for the next year.

20. **Notice .**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: WENDY JAMES

PO BOX 714, MT SHASTA CA 96067

If to Tenant to:

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

2120 Campton Rd., Suite H, Eureka, CA 95503

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease** .

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings**.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors**.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent**.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance**.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. **Compliance with Law** .

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. **Agreed Terms Regarding Cleaning & Care of Outdoor Spaces**

Tenant shall be responsible for cleaning bathrooms and kitchen areas after use. Landlord agrees to take responsibility for such cleaning after landlords use. This agreement will be revisited as landlord uses more of the property. Tenant agrees to take responsibility for the outside areas that Mattole will be using. This responsibility includes deadheading weeds, mowing, watering and upkeep of leased area. Map defying those areas will be provided. Landlord agrees to be responsible for snow removal of main parking lot while tenant cares for walkways and school areas.

30. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

31. **Governing Law**.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

June 27, 2018



June 27, 2018

Wendy James - Landlord



6/27/18

Northern United - Siskiyou Charter School - Tenant

COMMERCIAL LEASE AGREEMENT

Silverhart Building
423 S. Broadway
Yreka, CA 96097

Date: 1 June 2018

Bob Stone ("Landlord") and Northern United Siskiyou Charter School ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 423 S. Broadway, Yreka, CA 96097 ("Premises"), which comprise approximately 85% of the total square footage of rentable space in the entire property. See exhibit A for a further description of the Premises.
2. **TERM:** The term shall be for one (1) year and -0- months, beginning on 1 July 2018 ("Commencement Date"). (Check A or B)
 - A. Lease:** and shall terminate on 30 June 2019 at 5:00 AM PM
Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
 - B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.
 - C. RENEWAL OR EXTENSION TERMS:** Provided Tenant is not in default nor has never been in default hereunder and the lease has not theretofore been terminated, there is hereby granted to the Tenant an Option to Renew this lease for an additional term of one (1) year with terms and conditions the same as terms and conditions in this lease, with CPI adjustments as shown in paragraph 3A(2). Tenant shall notify Landlord 90 days prior to expiration of lease of Tenant's intent to renew.
3. **BASE RENT:**
 - A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
 - (1) \$ _____ per month, for the term of the agreement.
 - (2) \$ 2,850.00 per month, for the first 12 months of the agreement. Commencing on the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for U.S. City Average. (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
 - (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____.
 - (4) In accordance with the attached rent schedule.
 - (5) Other: _____
 - B. Base Rent is payable in advance on or before the 15th day of each calendar month, and is delinquent on the 20th day.
 - C. If Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
4. **RENT:**
 - A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
 - B. Payment: Rent shall be paid to Bob Stone at P.O.BOX 601, Yreka, Ca 96097, or at any other location specified by Landlord in writing to Tenant.
 - C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises upon signing of lease & paying 1st months rent and deposit. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
6. **SECURITY DEPOSIT:**
 - A. Tenant agrees to pay Landlord -0- as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
 - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.**

Premises: 423 S Broadway 1 July 2018

If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining

portion of the security deposit, after deduction of unpaid Rent, shall be returned within 21 days after the Landlord received possession.
C. No interest will be paid on security deposit, unless required by local ordinance.

7. PAYMENTS:

TOTAL DUE

- A. Rent: From 1 July 2018 to 30 June 2019 \$2,850.00
Date Date
- B. Security Deposit \$-0-
- C. Other: _____ \$
- D. Other _____ \$
- E. Total \$2,850.00

- 9. **PARKING:** Tenant is entitled to 0 unreserved parking spaces and 9 reserved parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, the parking rental fee shall be an additional \$ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted. Tenant is responsible for snow removal.
- 9. **ADDITIONAL STORAGE:** Storage is permitted as follows: Hallway leading to Suites A & C may be used for storage. The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$_____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
- 10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 150.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.
- 11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition, with the following exceptions:
Items listed as exceptions shall be dealt with in the following manner:
- 12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representations or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable laws.
- 13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant including:
- 14. **PROPERTY OPERATING EXPENSES:**
 - A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.
 - OR B. (If checked) Paragraph 14 does not apply.

Premises: 423 S Broadway 1 July 2018

- 15. **USE:** The Premises are for the sole use as learning center. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
- 16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
- 17. **MAINTENANCE:**
 - A. Landlord shall professionally maintain the heating and air conditioning. Tenant shall professionally maintain electrical, plumbing, windows and doors in operable and safe condition. If Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
 - B. Landlord shall maintain the roof, foundation, exterior walls, and common areas.
- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without

Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.

- 19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or _____) calendar days after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refund all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys and opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address, and (vii) _____. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another

Premises: 423 S Broadway 1 July 2018

who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.

- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any cleanup of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage

due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in the amount of not less than \$ 1,000,000.00. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Tenant is advised to carry business interruption insurance in an amount of at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

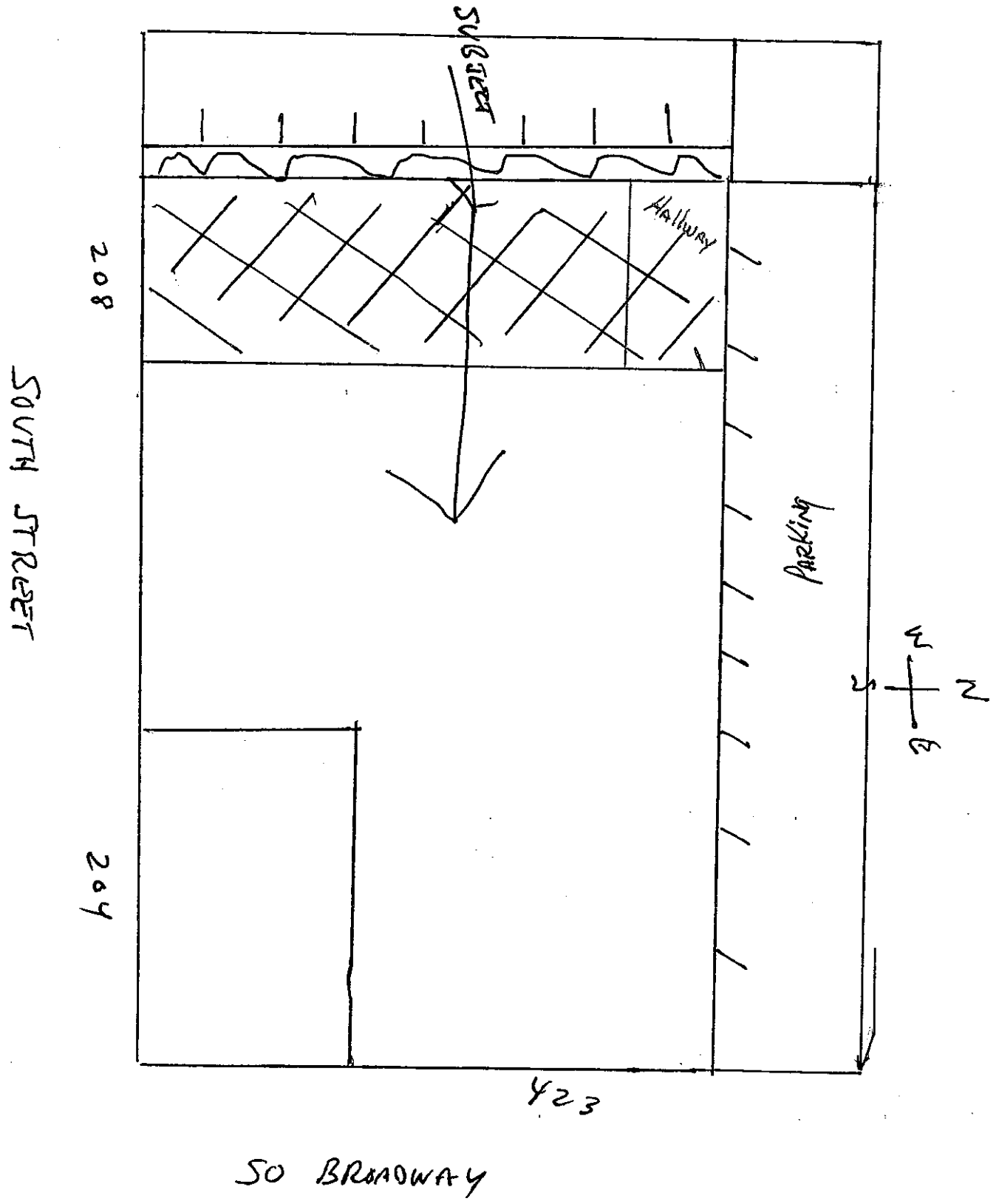
- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgement that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

Premises: 423 S Broadway 1 July 2018

- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL

EXHIBIT A





Faint, illegible text or labels positioned horizontally across the middle of the page.

A small, vertical text label or note on the left side of the page.

A line of faint text or a title located in the lower middle section of the page.



RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

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

Landlord's Initials CS Tenant's Initials I

35. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location subsequently designated:

| Landlord: | Tenant: |
|-----------------|---|
| Robert Stone | Northern United Siskiyou Charter School |
| P.O Box 601 | Shari Lovett |
| Yreka, CA 96097 | 2120 Compton Road, Ste. 1 |
| | Eureka, CA 95503 |

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

Landlord shall continue to pay water and sewer charges. However, if they increase substantially, tenant shall pay a prorated share of water and sewer charges.

Premises: 423 S Broadway 1 July 2018

The following ATTACHED supplements/exhibits are incorporated in this agreement:

40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent _____ (Print Firm Name) is the agency of (check one):

the Landlord exclusively; or both the Tenant and Landlord.

Selling Agent _____ (Print Firm Name) (if not same as Listing Agent) is the agent one (check one):

the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will

not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant *Shari Lovett* Date 6/18/18
Print name Shari Lovett
Address 2120 Compton Rd S+H City Eureka State CA Zip 95503

Tenant _____ Date _____
Print name _____
Address _____ City _____ State _____ Zip _____

Landlord *Bob [Signature]* Date 6-1-2018
(Owner or agent with authority to enter into this agreement)
Address P.O. Box 601 City EUREKA State CA Zip 96097

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Agenda Item 10.
FUTURE AGENDA PLANNING

Subject:
10.1 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 11.
FUTURE BOARD MEETINGS

Subject:
11. FUTURE BOARD MEETINGS
11.1 Future Board meetings - 9/20, 10/18, 11/15, 12/20

Action Requested:
Approval

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

Agenda Item 12.
ADJOURN