

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.5 Select Independent Auditor for NU-HCS

Action Requested:

Approval

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

All districts are required to hire an auditing firm to conduct an independent annual audit. This proposal is for a complete audit of all required areas, including budget, student records, personnel, payroll, purchasing, etc. This firm conducts the majority of the school audits in Humboldt County.

Fiscal Implications:

\$13,000

Contact Person/s: Shari Lovett,

John R. Goff, CPA

Mark G. Wetzel, CPA

Michael R. Cline, CPA

D | L | M

DAVID L. MOONIE & CO., LLP

Certified Public Accountants

Kenneth X. Stringer, CPA

Aaron S. Weiss, CPA

Joshua S. Miller, CPA

Matthew J. Hague, CPA

February 15, 2019

Shari Lovett, Director

Northern United - Humboldt Charter School, Administrative Offices

2120 Campton Road, Suite H

Eureka, California 95503

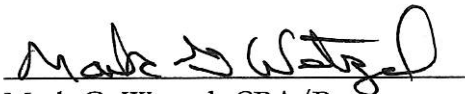
Dear Ms. Lovett:

Thank you for the opportunity to submit our proposal to serve the Northern United - Humboldt Charter School (the Charter School). In accordance with your request, we are pleased to submit our proposal for the annual audit of the June 30, 2019 financial statements with an alternative option to audit fiscal years ending June 30, 2020 and 2021.

We enclose one copy of our proposal for the annual audit. Our proposed maximum fee for these services is located on page 13 of the proposal.

We look forward to being of service to the Charter School. Please be assured that we are happy to meet with you to discuss this proposal and answer any questions you may have.

Very truly yours,



Mark G. Wetzel, CPA/Partner

David L. Moonie & Co., LLP

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NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

AUDIT PROPOSAL

DAVID L. MOONIE & CO., LLP

**325 Second Street, Suite 301
Eureka, California 95501
(707) 442-1737**

**900 G Street, Suite 103
Arcata, California 95521
(707) 822-3338**

Submitted on February 15, 2019 By Mark G. Wetzel, CPA

**For The Fiscal Year Ending June 30, 2019
With Alternative Option of Two Fiscal Years
Ending June 30, 2020 and 2021**

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

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NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

INTRODUCTION

David L. Moonie & Co., LLP, C.P.A.s is a local accounting firm with an office in Eureka and Arcata, with eight professional staff members, including seven partners who are all C.P.A.'s. We have a general accounting practice and we offer a full range of accounting, tax, auditing, and management services to our clients. We have been providing professional accounting services to the Humboldt County area for over 80 years.

Our firm has been committed to performing governmental audits for over 80 years, and we have extensive experience in school audits. Our knowledge and experience with many of the local schools will allow us to plan and perform your Charter School's audit in an efficient and effective manner.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

STATEMENT OF THE MANNER IN WHICH THE AUDIT WILL BE CONDUCTED
IN ORDER TO COMPLY WITH APPLICABLE LAWS, REGULATIONS, AND
STANDARDS

We propose to audit all of the books, records, funds and other financial documents and information of the Northern United - Humboldt Charter School (the Charter School), for the fiscal year ended June 30, 2019. The primary purpose of the audit is to express an opinion as to whether the financial statements present fairly, in all material respects, the financial position, results of operation, and changes in financial position of the various funds of the Charter School in conformity with generally accepted accounting principles.

The audit shall be made in accordance with generally accepted auditing standards as promulgated by the AICPA, generally accepted government auditing standards for financial and compliance audits, as promulgated by the U.S. General Accounting Office (GAO) in Government Auditing Standards, the standards described in the AICPA Industry Audit Guide, Audits of State and Local Governmental Units, (revised), the Governmental Accounting and Financial Reporting Standards published by the Governmental Accounting Standards Board, and the Guide For Annual Audits of K-12 Local Educational Agencies and State Compliance Reporting issued by the State Education Audit Appeals Panel. The audit will be made in accordance with the requirements established by Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), if applicable.

It is further understood that the audit shall be performed in accordance with the requirements of Education Code Sections 41020, 41020.2 and 41020.3 and shall include all funds of the Charter School including the student body accounts, and any other funds and accounts under the control or jurisdiction of the Charter School.

As a result of the audit, we shall supply the Charter School with the required number of reports according to your specifications. The form and content of the reports shall be in conformity with governmental reporting standards, and with the audit guide and amendments issued by the State Education Audit Appeals Panel.

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We will also be available to present our audit report and management letter to the Board at one of its regularly scheduled meetings.

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NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

STATEMENT OF THE MANNER IN WHICH THE AUDIT WILL BE CONDUCTED
IN ORDER TO COMPLY WITH APPLICABLE LAWS, REGULATIONS, AND
STANDARDS - CONTINUED

We will use a variety of audit methods and techniques to gather sufficient evidential data to support our opinion.

Sampling

Sampling is used in many areas of the audit. For example, we will use sampling in our tests of controls, substantive tests of details of balance sheet accounts and transactions, and tests of compliance with laws and regulations.

Our firm will make use of the Charter School's data files to sort and analyze transactions and to select stratified samples. We use this technique so that we can optimize the items selected in our samples in order to cover a greater percentage of transactions.

Besides sampling, we use the downloaded information for account analysis and analytical review.

Analytical Procedures

Our audit plans include the use of analytical procedures as required by generally accepted auditing standards.

We use analytical procedures during the planning stage of audits to help us improve our understanding of the governmental unit's operations and to identify areas of audit risk. An example of this type of analytical procedure is the comparison of the current year activity to expected amounts based on prior year trends.

In addition to our preliminary analytical review, we also use analytical procedures as substantive tests. Comparisons are based on a predictive total for a transaction class or account balance (e.g., total assessed value times current tax rate compared to property taxes billed). Depending on the results of any substantive analytical procedure, we may perform additional audit procedures.

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NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

STATEMENT OF THE MANNER IN WHICH THE AUDIT WILL BE CONDUCTED
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STANDARDS - CONTINUED

Understanding Internal Control

The evaluation of the Charter School's internal controls is the central link in the planning process and is required by generally accepted auditing standards. We use a variety of methods to gain an understanding of an entity's internal control structure.

We make inquiries of appropriate management, supervisory, and staff personnel. We inspect documents and records. We observe activities and operations. We require the completion of an internal control questionnaire.

From the results of these methods, we prepare narratives and/or flowcharts documenting our understanding of an entity's internal control structure for all material classes of transactions.

Once we understand an entity's internal control structure, we prepare samples to test whether or not the entity's internal control system is working as prescribed and documented.

Determining Compliance with Laws, Regulations, Contracts and Grants

There are a variety of factors we consider when we are determining which laws, regulations, contracts and grants we will test:

- Whether review is mandated by federal or state government, such as the Uniform Guidance.
- Results of compliance audits performed by regulatory agencies.
- Review of correspondence by regulatory agencies regarding deficiencies or other problem areas.
- The newness of a program (generally new programs have more problems to work out).
- Specific requests by management to review certain program(s).

Approach Taken in Selecting Audit Samples for Compliance Testing

Typically, for each program selected for review, we select a sample of 20 – 40 items on which we make tests for compliance. This may or may not be a random sample. We may judgmentally select items for testing. Based on the results of this testing, our audit procedures may be expanded.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

FIRM'S STATEMENT OF INDEPENDENCE

Generally accepted auditing standards require that the auditor be independent of the entity subject to audit. Our firm and our employees are independent to the Charter School.

An auditor must have independence of mind (a state of mind that permits the performance of an audit without being affected by influences that compromise professional judgment), and maintain independence in appearance (the absence of circumstances that would cause a reasonable person to conclude that the integrity, objectivity, or professional skepticism of an audit organization or audit team member had been compromised).

We are independent, and our mental attitude will allow us to act with integrity and objectivity. We are bound by our personal and professional ethics and standards to withdraw from any audit engagement in which we are not independent in fact or appearance.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

FIRM'S SYSTEM OF QUALITY CONTROL

All partners and professional staff members of David L. Moonie & Co., LLP attend a minimum of eighty hours of continuing education every two years.

David L. Moonie & Co., LLP has been conducting audits for many years and the quality of our work meets the high standards established by the accounting profession. The firm is a member of the American Institute of Certified Public Accountants (AICPA) Peer Review Program which requires that our firm have an external quality control review at least once every three years. A copy of the report of our most recent external quality control review is included and can be found on page 7.

We strive to maintain high standards and quality through continuing education, in-house training, and our library resources and current publications and journals. The quality of our work is maintained through our quality control procedures which include proper planning and supervising, preliminary and final review of all work performed, and our genuine concern for the people and public we serve.

We have pride in our work and in our profession.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

FIRM'S EXPERIENCE IN GOVERNMENTAL AUDITING

We have been auditing governmental entities for over seventy years. For the fiscal year ended June 30, 2018, David L. Moonie & Co., LLP audited twenty-six governmental entities, including twenty-five schools, and had over 2,500 direct staff hours on governmental audits.

We are familiar with your school's records and procedures. This allows us to complete our audit fieldwork more efficiently, with as little disruption of your staffs' normal routines as possible.

As you can see, the governmental audit is not something new to David L. Moonie & Co., LLP. We have made a commitment to perform governmental audits because we feel it is vital to the proper fiscal management of public funds.

In prior years the State Controller's Office reviewed our reports and related working papers on selected school audits and determined that they met professional standards and complied with the Single Audit Act and the requirements of school audit guidelines. As part of the AICPA's peer review program, our outside peer reviewer has regularly selected various school reports and work papers and determined that they met all professional standards.

In addition to our personnel's experience, we have other available resources. For several years, David L. Moonie & Co., LLP has worked in connection with Humboldt County Office of Education's Information Services Department to obtain transaction data for Humboldt County schools. With this data, we have been able to focus on specific audit areas thereby increasing audit coverage and at the same time increasing audit efficiency.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

FIRM'S EXPERIENCE IN GOVERNMENTAL AUDITING - CONTINUED

Current and prior governmental clients and audits performed by our firm are as follows:

- ◆ Bridgeville School District
 - ◆ Cuddeback School District
 - ◆ Cutten School District
 - ◆ Ferndale Unified School District
 - ◆ Fieldbrook School District
 - ◆ Fortuna Elementary School District
 - ◆ Fortuna Union High School District
 - ◆ Freshwater School District
 - ◆ Garfield School District
 - ◆ Greenpoint School District
 - ◆ Hydesville School District
 - ◆ Jacoby Creek School District
 - ◆ Kneeland School District
 - ◆ Laurel Tree Charter School
 - ◆ Loleta Union School District
 - ◆ Maple Creek School District
 - ◆ Mattole Unified School District
 - ◆ Orick School District
 - ◆ Pacific Union School District
 - ◆ Pacific View Charter School
 - ◆ Redwood Preparatory Charter School
 - ◆ Rio Dell School District
 - ◆ Scotia Union School District
 - ◆ South Bay School District
 - ◆ Uncharted Shores Academy
 - ◆ Redwood Region Economic Development Council
 - ◆ Humboldt Children and Families Commission
 - ◆ Humboldt County Superintendent of Schools
 - ◆ North Coast Schools Insurance Group
 - ◆ North Coast Schools Medical Insurance Group
 - ◆ County of Humboldt General Audit
 - ◆ City of Arcata
 - ◆ City of Eureka General Audit
- ◆ Current ongoing engagements

DAVID L. MOONIE & CO., LLP

Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

EXPERIENCE OF PARTNERS AND AUDIT STAFF

Audit partners and staff in charge of audits are rotated periodically to comply with Education Code Section 41020(f), which requires audit partner rotation after six consecutive years of auditing the same Local Education Agency. Our firm has a detailed tracking process to ensure compliance with Education Code Section 41020(f).

For the June 30, 2019 audit, we anticipate that the audit partner will be Mark Wetzel, CPA. Mark is a partner in the firm and has thirty three years of school auditing experience, working on over 300 school audits and numerous other governmental audits. Mark also has substantial experience in not-for-profit organization audits.

We anticipate that Ken Stringer, CPA will be involved in the audit review process. Ken is a partner in the firm, and has fourteen years of school audit experience. Ken has been involved in over 250 school audits.

Matt Hague, CPA will be available if needed for the audit. Matt is a partner in the firm and has eleven years of school auditing experience, working on over 100 school audits and numerous other governmental audits.

Aaron Weiss, CPA will be available if needed for the audit. Aaron has thirteen years of school audit experience and has been in charge of approximately forty school audits and numerous other governmental as well as not-for-profit organization audits.

John Goff, CPA will also be available if needed for the audit. John has over 48 years of school and governmental audit experience, and has participated in over 400 school audits, as well as numerous other governmental and not-for-profit organization audits.

Other staff may be assigned as needed. It is our firm's policy that any staff with less than two years experience is supervised directly by an experienced auditor during the audit fieldwork process.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

PROFESSIONAL EDUCATION OF THE FIRM'S PERSONNEL

Our firm requires all members of our professional staff to have a four year college degree, and we encourage advanced college or university study. All licensed accountants on our staff have passed the Uniform C.P.A. Examination (the same for all states) and have met the experience requirements of the American Institute of Certified Public Accountants for certification. All licensed accountants on our staff have a valid California license to practice accounting. The partners and professional staff members attend a minimum of eighty hours of continuing education every two years in the areas of governmental accounting, auditing and generally accepted accounting principles. Each year all staff and partners working on school audits attend the annual school auditing conference sponsored by the California Society of CPA's.

Following is a summary of the relevant continuing education and professional development attended by partners and staff in the last year:

Annual School Audit Conference

Annual Governmental Accounting & Auditing Update

Annual Auditing Standards Update

Risk-Based Auditing Standards Update

Uniform Guidance Updates

Audit Planning

Fraud Issues

Ethics

In addition to the courses listed above, we maintain an online library that includes numerous resources and reference material relating to governmental auditing, including all governmental accounting and auditing standards, GAO Publications, illustrative aids and other authoritative literature.

Our current year plans for professional development include the Annual School Audit Conference, Accounting and Auditing Update and Governmental Accounting and Auditing Update Conferences.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

MAXIMUM FEES AND SCHEDULE OF RATES

Our maximum fees for the audits of the financial statements for the three years ending June 30, 2019, 2020 and 2021 will be as follows:

	<u>Fiscal Year Ending June 30,</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
All Funds Audit	\$13,000	\$13,000	\$13,000

Please note that there are no scheduled increases in the audit fee for the entire three-year period of this proposal.

Our fee to perform the annual audit of the Charter School is computed at our standard hourly rate. Our standard hourly rates range from \$100 per hour, for a staff accountant, to \$175 per hour for a partner. The rates that will be used in this proposal by staff position are as follows:

	<u>Per Hour</u>
Clerical and support staff (Non-CPA)	\$40
Staff accountants, Non-CPA	\$75
Staff accountants, CPA	\$85
Senior accountants (CPA)	\$95
Audit partner (CPA)	\$170

The maximum fees shown above are based on the Charter School's existing accounts and the Charter School's ability to provide us with the information in a timely manner. We need to have available to us all accounts, records, minutes, contracts, attendance records, federal and state program reports, student body and cafeteria funds, detailed listings of accounts receivables and accounts payables, and reconciled bank accounts. In addition to the above items, we expect all normal year end close-out procedures to be completed by the Charter School's personnel, including cash reconciliations with the County Treasurer and Auditor's Office. If we are required to reconstruct records or to extend our audit to complete normal year end procedures and generate routine financial information, then any such additional work would be billed at our standard billing rates.

DAVID L. MOONIE & CO., LLP
 Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

MAXIMUM FEES AND SCHEDULE OF RATES - CONTINUED

In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, it is agreed that the auditors will perform such extended verification for such additional fees as are required to compensate auditors at their standard hourly rates. It is understood that before undertaking such extended verification, auditors shall supply the Governing Board with all reasonably ascertainable facts disclosing the circumstances justifying the extended verification, together with an estimate of the additional cost thereof.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

SCHEDULE OF HOURS PLANNED FOR EACH PHASE OF THE AUDIT

We propose the following time budget for our audit.

<u>Audit Phase</u>	<u>Estimated Hours</u>	<u>To Be Performed By</u>
1. Planning	10	AP/AM
2. Internal Control Understanding	10	AM
3. Analytical Review	5	AM
4. Audit Field Work	42	AM/SA
5. Federal and State Compliance	10	AM/SA
6. Report Writing and Preparation	20	AM/SA
7. Review Audit Working Papers	8	AP/AM
8. Supervision, Meetings with Administrative Personnel and Exit Conference	<u>5</u>	AP/AM
	<u>110</u>	

KEY:

- AP = Audit Partner
- AM = Audit Manager
- SA = Staff Accountant
- C = Clerical

NORTHERN UNITED - HUMBOLDT CHARTER SCHOOL

EDUCATION AND EXPERIENCE OF OUR FIRM'S STAFF

<u>Name</u>	<u>Year Certified</u>	<u>No. of Years Experience</u>	<u>Education</u>
<u>Partners</u>			
John R. Goff, CPA	1976	49	Humboldt State University, BA, 1970
Mark G. Wetzel, CPA	1988	33	Humboldt State University, BS, 1982
Michael R. Cline, CPA	1994	30	University of Southern California, BS, 1989
Kenneth X. Stringer, CPA	1998	29	Georgetown University, BS/FS, 1989
Aaron Weiss, CPA	2007	14	University of Colorado, BS, 1995
Joshua Miller, CPA	2009	13	Humboldt State University, BS, 2006
Matthew Hague, CPA	2012	11	Humboldt State University, BS, 2004

DAVID L. MOONIE & CO., LLP
Certified Public Accountants



POWELL & SPAFFORD, INC.
CERTIFIED PUBLIC ACCOUNTANTS

Jessie C. Powell, CPA (E.d.)
Patrick D. Spafford, CPA

License # by the California Board of Accountancy
Member American Institute of Certified Public Accountants

Report on the Firm's System of Quality Control

To David L. Moonie & Co., LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of David L. Moonie & Co., LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of David L. Moonie & Co., LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. David L. Moonie & Co., LLP has received a peer review rating of *pass*.

Lowell & Spafford

June 27, 2017

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.6 Select Independent Auditor for NU-SCS

Action Requested:

Approval

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

All districts are required to hire an auditing firm to conduct an independent annual audit. This proposal is for a complete audit of all required areas, including budget, student records, personnel, payroll, purchasing, etc. This firm conducts the majority of the school audits in Humboldt County.

Fiscal Implications:

\$13,000

Contact Person/s: Shari Lovett, Kirk Miller

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D | L | M

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February 15, 2019

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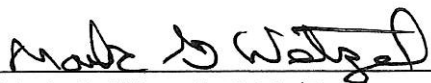
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Very truly yours,



Mark G. Wetzel, CPA/Partner
David L. Moonie & Co., LLP

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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

AUDIT PROPOSAL

DAVID L. MOONIE & CO., LLP

**325 Second Street, Suite 301
Eureka, California 95501
(707) 442-1737**

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Submitted on February 15, 2019 By Mark G. Wetzel, CPA

**For The Fiscal Year Ending June 30, 2019
With Alternative Option of Two Fiscal Years
Ending June 30, 2020 and 2021**

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

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Our firm has been committed to performing governmental audits for over 80 years, and we have extensive experience in school audits. Our knowledge and experience with many of the local schools will allow us to plan and perform your Charter School's audit in an efficient and effective manner.

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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

STATEMENT OF THE MANNER IN WHICH THE AUDIT WILL BE CONDUCTED
IN ORDER TO COMPLY WITH APPLICABLE LAWS, REGULATIONS, AND
STANDARDS - CONTINUED

We will use a variety of audit methods and techniques to gather sufficient evidential data to support our opinion.

Sampling

Sampling is used in many areas of the audit. For example, we will use sampling in our tests of controls, substantive tests of details of balance sheet accounts and transactions, and tests of compliance with laws and regulations.

Our firm will make use of the Charter School's data files to sort and analyze transactions and to select stratified samples. We use this technique so that we can optimize the items selected in our samples in order to cover a greater percentage of transactions.

Besides sampling, we use the downloaded information for account analysis and analytical review.

Analytical Procedures

Our audit plans include the use of analytical procedures as required by generally accepted auditing standards.

We use analytical procedures during the planning stage of audits to help us improve our understanding of the governmental unit's operations and to identify areas of audit risk. An example of this type of analytical procedure is the comparison of the current year activity to expected amounts based on prior year trends.

In addition to our preliminary analytical review, we also use analytical procedures as substantive tests. Comparisons are based on a predictive total for a transaction class or account balance (e.g., total assessed value times current tax rate compared to property taxes billed). Depending on the results of any substantive analytical procedure, we may perform additional audit procedures.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

STATEMENT OF THE MANNER IN WHICH THE AUDIT WILL BE CONDUCTED
IN ORDER TO COMPLY WITH APPLICABLE LAWS, REGULATIONS, AND
STANDARDS - CONTINUED

Understanding Internal Control

The evaluation of the Charter School's internal controls is the central link in the planning process and is required by generally accepted auditing standards. We use a variety of methods to gain an understanding of an entity's internal control structure.

We make inquiries of appropriate management, supervisory, and staff personnel. We inspect documents and records. We observe activities and operations. We require the completion of an internal control questionnaire.

From the results of these methods, we prepare narratives and/or flowcharts documenting our understanding of an entity's internal control structure for all material classes of transactions.

Once we understand an entity's internal control structure, we prepare samples to test whether or not the entity's internal control system is working as prescribed and documented.

Determining Compliance with Laws, Regulations, Contracts and Grants

There are a variety of factors we consider when we are determining which laws, regulations, contracts and grants we will test:

- Whether review is mandated by federal or state government, such as the Uniform Guidance.
- Results of compliance audits performed by regulatory agencies.
- Review of correspondence by regulatory agencies regarding deficiencies or other problem areas.
- The newness of a program (generally new programs have more problems to work out).
- Specific requests by management to review certain program(s).

Approach Taken in Selecting Audit Samples for Compliance Testing

Typically, for each program selected for review, we select a sample of 20 – 40 items on which we make tests for compliance. This may or may not be a random sample. We may judgmentally select items for testing. Based on the results of this testing, our audit procedures may be expanded.

DAVID L. MOONIE & CO., LLP
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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

FIRM'S STATEMENT OF INDEPENDENCE

Generally accepted auditing standards require that the auditor be independent of the entity subject to audit. Our firm and our employees are independent to the Charter School.

An auditor must have independence of mind (a state of mind that permits the performance of an audit without being affected by influences that compromise professional judgment), and maintain independence in appearance (the absence of circumstances that would cause a reasonable person to conclude that the integrity, objectivity, or professional skepticism of an audit organization or audit team member had been compromised).

We are independent, and our mental attitude will allow us to act with integrity and objectivity. We are bound by our personal and professional ethics and standards to withdraw from any audit engagement in which we are not independent in fact or appearance.

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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

FIRM'S SYSTEM OF QUALITY CONTROL

All partners and professional staff members of David L. Moonie & Co., LLP attend a minimum of eighty hours of continuing education every two years.

David L. Moonie & Co., LLP has been conducting audits for many years and the quality of our work meets the high standards established by the accounting profession. The firm is a member of the American Institute of Certified Public Accountants (AICPA) Peer Review Program which requires that our firm have an external quality control review at least once every three years. A copy of the report of our most recent external quality control review is included and can be found on page 7.

We strive to maintain high standards and quality through continuing education, in-house training, and our library resources and current publications and journals. The quality of our work is maintained through our quality control procedures which include proper planning and supervising, preliminary and final review of all work performed, and our genuine concern for the people and public we serve.

We have pride in our work and in our profession.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

FIRM'S EXPERIENCE IN GOVERNMENTAL AUDITING

We have been auditing governmental entities for over seventy years. For the fiscal year ended June 30, 2018, David L. Moonie & Co., LLP audited twenty-six governmental entities, including twenty-five schools, and had over 2,500 direct staff hours on governmental audits.

As you can see, the governmental audit is not something new to David L. Moonie & Co., LLP. We have made a commitment to perform governmental audits because we feel it is vital to the proper fiscal management of public funds.

In prior years the State Controller's Office reviewed our reports and related working papers on selected school audits and determined that they met professional standards and complied with the Single Audit Act and the requirements of school audit guidelines. As part of the AICPA's peer review program, our outside peer reviewer has regularly selected various school reports and work papers and determined that they met all professional standards.

In addition to our personnel's experience, we have other available resources. For several years, David L. Moonie & Co., LLP has worked in connection with Humboldt County Office of Education's Information Services Department to obtain transaction data for Humboldt County schools. With this data, we have been able to focus on specific audit areas thereby increasing audit coverage and at the same time increasing audit efficiency. We anticipate being able to develop the same relationship with the Siskiyou County Office of Education.

DAVID L. MOONIE & CO., LLP
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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

FIRM'S EXPERIENCE IN GOVERNMENTAL AUDITING - CONTINUED

Current and prior governmental clients and audits performed by our firm are as follows:

- ◆ Bridgeville School District
 - ◆ Cuddeback School District
 - ◆ Cutten School District
 - ◆ Ferndale Unified School District
 - ◆ Fieldbrook School District
 - ◆ Fortuna Elementary School District
 - ◆ Fortuna Union High School District
 - ◆ Freshwater School District
 - ◆ Garfield School District
 - ◆ Greenpoint School District
 - ◆ Hydesville School District
 - ◆ Jacoby Creek School District
 - ◆ Kneeland School District
 - ◆ Laurel Tree Charter School
 - ◆ Loleta Union School District
 - ◆ Maple Creek School District
 - ◆ Mattole Unified School District
 - ◆ Orick School District
 - ◆ Pacific Union School District
 - ◆ Pacific View Charter School
 - ◆ Redwood Preparatory Charter School
 - ◆ Rio Dell School District
 - ◆ Scotia Union School District
 - ◆ South Bay School District
 - ◆ Uncharted Shores Academy
 - ◆ Redwood Region Economic Development Council
 - ◆ Humboldt Children and Families Commission
 - ◆ Humboldt County Superintendent of Schools
 - ◆ North Coast Schools Insurance Group
 - ◆ North Coast Schools Medical Insurance Group
 - ◆ County of Humboldt General Audit
 - ◆ City of Arcata
 - ◆ City of Eureka General Audit
- ◆ Current ongoing engagements

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

EXPERIENCE OF PARTNERS AND AUDIT STAFF

Audit partners and staff in charge of audits are rotated periodically to comply with Education Code Section 41020(f), which requires audit partner rotation after six consecutive years of auditing the same Local Education Agency. Our firm has a detailed tracking process to ensure compliance with Education Code Section 41020(f).

For the June 30, 2019 audit, we anticipate that the audit partner will be Mark Wetzel, CPA. Mark is a partner in the firm and has thirty three years of school auditing experience, working on over 300 school audits and numerous other governmental audits. Mark also has substantial experience in not-for-profit organization audits.

We anticipate that Ken Stringer, CPA will be involved in the audit review process. Ken is a partner in the firm, and has fourteen years of school audit experience. Ken has been involved in over 250 school audits.

Matt Hague, CPA will be available if needed for the audit. Matt is a partner in the firm and has eleven years of school auditing experience, working on over 100 school audits and numerous other governmental audits.

Aaron Weiss, CPA will be available if needed for the audit. Aaron has thirteen years of school audit experience and has been in charge of approximately forty school audits and numerous other governmental as well as not-for-profit organization audits.

John Goff, CPA will also be available if needed for the audit. John has over 48 years of school and governmental audit experience, and has participated in over 400 school audits, as well as numerous other governmental and not-for-profit organization audits.

Other staff may be assigned as needed. It is our firm's policy that any staff with less than two years experience is supervised directly by an experienced auditor during the audit fieldwork process.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

PROFESSIONAL EDUCATION OF THE FIRM'S PERSONNEL

Our firm requires all members of our professional staff to have a four year college degree, and we encourage advanced college or university study. All licensed accountants on our staff have passed the Uniform C.P.A. Examination (the same for all states) and have met the experience requirements of the American Institute of Certified Public Accountants for certification. All licensed accountants on our staff have a valid California license to practice accounting. The partners and professional staff members attend a minimum of eighty hours of continuing education every two years in the areas of governmental accounting, auditing and generally accepted accounting principles. Each year all staff and partners working on school audits attend the annual school auditing conference sponsored by the California Society of CPA's.

Following is a summary of the relevant continuing education and professional development attended by partners and staff in the last year:

Annual School Audit Conference

Annual Governmental Accounting & Auditing Update

Annual Auditing Standards Update

Risk-Based Auditing Standards Update

Uniform Guidance Updates

Audit Planning

Fraud Issues

Ethics

In addition to the courses listed above, we maintain an online library that includes numerous resources and reference material relating to governmental auditing, including all governmental accounting and auditing standards, GAO Publications, illustrative aids and other authoritative literature.

Our current year plans for professional development include the Annual School Audit Conference, Accounting and Auditing Update and Governmental Accounting and Auditing Update Conferences.

DAVID L. MOONIE & CO., LLP
Certified Public Accountants

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

MAXIMUM FEES AND SCHEDULE OF RATES

Our maximum fees for the audits of the financial statements for the three years ending June 30, 2019, 2020 and 2021 will be as follows:

	<u>Fiscal Year Ending June 30,</u>		
	<u>2019</u>	<u>2020</u>	<u>2021</u>
All Funds Audit	\$13,000	\$13,000	\$13,000

Please note that there are no scheduled increases in the audit fee for the entire three-year period of this proposal.

Our fee to perform the annual audit of the Charter School is computed at our standard hourly rate. Our standard hourly rates range from \$100 per hour, for a staff accountant, to \$175 per hour for a partner. The rates that will be used in this proposal by staff position are as follows:

	<u>Per Hour</u>
Clerical and support staff (Non-CPA)	\$40
Staff accountants, Non-CPA	\$75
Staff accountants, CPA	\$85
Senior accountants (CPA)	\$95
Audit partner (CPA)	\$170

The maximum fees shown above are based on the Charter School's existing accounts and the Charter School's ability to provide us with the information in a timely manner. We need to have available to us all accounts, records, minutes, contracts, attendance records, federal and state program reports, student body and cafeteria funds, detailed listings of accounts receivables and accounts payables, and reconciled bank accounts. In addition to the above items, we expect all normal year end close-out procedures to be completed by the Charter School's personnel, including cash reconciliations with the County Treasurer and Auditor's Office. If we are required to reconstruct records or to extend our audit to complete normal year end procedures and generate routine financial information, then any such additional work would be billed at our standard billing rates.

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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

MAXIMUM FEES AND SCHEDULE OF RATES - CONTINUED

In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, it is agreed that the auditors will perform such extended verification for such additional fees as are required to compensate auditors at their standard hourly rates. It is understood that before undertaking such extended verification, auditors shall supply the Governing Board with all reasonably ascertainable facts disclosing the circumstances justifying the extended verification, together with an estimate of the additional cost thereof.

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NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

SCHEDULE OF HOURS PLANNED FOR EACH PHASE OF THE AUDIT

We propose the following time budget for our audit.

<u>Audit Phase</u>	<u>Estimated Hours</u>	<u>To Be Performed By</u>
1. Planning	10	AP/AM
2. Internal Control Understanding	10	AM
3. Analytical Review	5	AM
4. Audit Field Work	42	AM/SA
5. Federal and State Compliance	10	AM/SA
6. Report Writing and Preparation	20	AM/SA
7. Review Audit Working Papers	8	AP/AM
8. Supervision, Meetings with Administrative Personnel and Exit Conference	<u>5</u>	AP/AM
	<u>110</u>	

KEY:

AP = Audit Partner
AM = Audit Manager
SA = Staff Accountant
C = Clerical

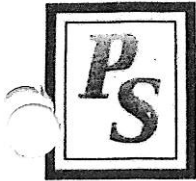
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Certified Public Accountants

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

EDUCATION AND EXPERIENCE OF OUR FIRM'S STAFF

<u>Name</u>	<u>Year Certified</u>	<u>No. of Years Experience</u>	<u>Education</u>
<u>Partners</u>			
John R. Goff, CPA	1976	49	Humboldt State University, BA, 1970
Mark G. Wetzel, CPA	1988	33	Humboldt State University, BS, 1982
Michael R. Cline, CPA	1994	30	University of Southern California, BS, 1989
Kenneth X. Stringer, CPA	1998	29	Georgetown University, BS/FS, 1989
Aaron Weiss, CPA	2007	14	University of Colorado, BS, 1995
Joshua Miller, CPA	2009	13	Humboldt State University, BS, 2006
Matthew Hague, CPA	2012	11	Humboldt State University, BS, 2004

DAVID L. MOONIE & CO., LLP
 Certified Public Accountants



POWELL & SPAFFORD, INC.
CERTIFIED PUBLIC ACCOUNTANTS

Jessie C. Powell, CPA (Ret.)
Patrick D. Spafford, CPA

Licensed by the California Board of Accountancy
Member American Institute of Certified Public Accountants

Report on the Firm's System of Quality Control

To David L. Moonie & Co., LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of David L. Moonie & Co., LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of David L. Moonie & Co., LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. David L. Moonie & Co., LLP has received a peer review rating of *pass*.

Rowell & Spafford

June 27, 2017

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.7 Approve the Use of Title 1 Funding for School-Wide Program at NU-SCS

Action Requested:

Approval

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

Title 1 funds are federal dollars for schools to use as supplemental funds to meet the educational needs of low income students. Schools may choose to spend these dollars exclusively on these students or have a school-wide program. Because over 70% of the students enrolled in Northern United - Siskiyou Charter School qualify for free or reduced lunch, a school-wide program is preferential.

Fiscal Implications:

None

Contact Person/s: Shari Lovett,

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.8 Adjust the Board Meeting Calendar

Action Requested:

Approval

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

Because all the board members will be together for the two June board meetings, we need to move the June 20th and 21st scheduled board meeting to June 27th and 28th.

Fiscal Implications:

None

Contact Person/s: Shari Lovett,

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.9 Amend the Board Bylaws

Action Requested:

Approval

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

Some typographical changes were needed in the Board Bylaws. Those changes are reflected in bold in the attached Bylaws.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Lynda Speck

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 **Northern United – Humboldt Charter School and Northern United – Siskiyou Charter School, (“Charter Schools”), California public charter 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. In order to secure proportional representation, the fifth board member shall be appointed based on the county with the Northern United charter school with the highest student enrollment at the time of appointment. **If a member is not found in a reasonable time, vacancy may be filled from either county by board action.** 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. Board Members shall be required to physically attend all board meetings at either the one Humboldt location or the one Siskiyou location. Locations will be identified in the notice and agenda of the meeting.

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

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.

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:

- 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 Schools** 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 13 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 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.10 Create a Board Advisory Committee to Draft a Board Handbook

Action Requested:

Approval

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

According to the Board Bylaws, the board must approve the creation of a Board Advisory Committee. The Board Advisory Committee will be Shari Lovett, Rosemary Kunkler, and Bianca Garza, who will be collaborating to make a draft of the Board Handbook.

Fiscal Implications:

None

Contact Person/s: Shari Lovett,

Agenda Item 4.

ACTION ITEMS TO BE CONSIDERED

Subject:

4.11 Approve the Wolf Creek Field Trip for the Willow Creek Learning Center

Action Requested:

Approval

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

Willow Creek Learning Center will be taking students to Wolf Creek Education Center for a Science and Environmental Camp.

Fiscal Implications:

TBD

Contact Person/s: Shari Lovett,



Northern United Charter Schools
Field Trip Request Form 2018-19

Received
3/1/19

Teacher: Michaela Walston/Libby Pinto Date of Request: 2/27/19

Learning Center (if applicable): Willow Creek

Date(s) of Trip: April 22-24 Kind of Trip: Day: Out-of-County: Overnight: X

Purpose: Science + Environmental Camp

Destination: Wolf Creek Education Center

Number of Students: 27 Number of Adult Chaperones: 10

Departure Date & Time: 4/22 10:00 Expected arrival time at destination: 12:00

Other Stops & Times: None

Return Date & Time: 4/24 2:00

Mode of Transportation: Parent and Teacher drivers

Cost: Other Costs: (submit purchase request or PAR as necessary)

Teacher Signature: M Walston Date: 2/27/19

Charter Director/Designee Signature: Date:

*All overnight field trips require Northern United Charter Schools Board approval prior to the field trip.

*School Board Approval: Date:

*Please have Overnight Field Trip Forms in Charter Office at least one month before planned event. Include detailed agenda, updated driver's forms, all student excursion waiver forms. Incomplete packets will not be considered for approval.

The Field Trip Request form must be submitted to the Charter Office for administrative approval.

Email to debblsholes@nuarters.org, or

Mail to: 2120 Campton Road, Ste. H, Eureka, CA 95503 Attention: Debbi, or

Fax to: 707-476-8069

Please send in form one week before planned Day Field Trip.

All adults driving students of the Charter School are required to have a copy of their insurance, driver's license, DMV report, and Private Vehicle Form on file at the Charter Office prior to transporting students.

Note: A fingerprint clearance and background check will be required of all volunteers. Be sure to allow enough time.

Field Trip Agenda

Center: Willow Creek

Field Trip: Wolf Creek Education Center in Orick

Dates: April 22-24

4/22

- Depart from Willow Creek Center at 10:00 am
- Arrive at Wolf Creek Education Center at 12:00 noon

Students will remain at this site for the duration of the field trip. Students will participate in the educational programs designed by Wolf Creek.

4/24

- Depart from Wolf Creek Education Center at 12:00 noon
- Arrive back at Willow Creek Center by 2:00

Chaperones

Chaperone Name	Phone #
Michaela Walston	(707) 672-6627
Sara Thompson	(541) 272-1554
Libby Pinto	(707) 601-6232
Sarah Ganas	(707) 331-5375
Kim Yoder	(707) 599-2974
Anna Hershberger	(707) 497-9411
Silver Sattler	(707) 502-4864

Students Attending:
(field trip excursion waivers on file)

Rowan Nelson Wood
Noah Platt
Alder Saks
Ariella Ambrosini
Malachai Eagan
Kai Johnson
Jade Morrison
Waylon Connor
Martin Sonn
Silven Yoder
Cameron Jones
Isabel Allen
Marley Johnson
Kinehsche' Marshall
Hazel Neukom
Meadow Pinto
Ayanna Voulgaris
Moonlight Set
Niko Kent-Utt
Aiden McLaughlin
Brody McLaughlin
Ely McLaughlin
Rowan Eagan
Phoenix Jones
Annabel Smith
Nora Smith
Cedar Spirit

Agenda Item 4.
BUSINESS AND FINANCE

Subject:

4.12 Approve the 2018-2019 General Assurances and Consolidation Application (ConApp) for NU-HCS

Action Requested:

Approval

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

The Consolidated Application is the application that is completed in order to receive Title funds. The Title 1 funds will be used as a school-wide program. Approving the General Assurances and ConApp is voted on by the Board each year.

Fiscal Implications:

Approximately \$100,000

Contact Person/s: Shari Lovett



Home / Finance & Grants / Funding / Funding Tools & Materials

General Assurances 2018-19

General Assurances and Certifications required for grants supported by state or federal funds in 2018-19

1. Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 1, Subchapter 4 (commencing with §30) of Division I of Title 5, California Code of Regulations (5 CCR).
2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the local educational agency (LEA) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the California Education Code (EC), as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
3. Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
4. Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
5. Programs and services for individuals with disabilities are in compliance with the disability laws. (Public Law (PL) 105-17; 34 Code of Federal Regulations (34 CFR) 300, 303; and Section 504 of the Rehabilitation Act of 1973)
6. When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 114-95 §1118(b)(1))
7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
8. Schoolsite councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (EC §64001)
9. The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (5 CCR, §4202)
10. The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 CFR 76.722, 76.730, 76.731, 76.760; 2 CFR 200.333)
11. The local governing board has adopted written procedures to ensure prompt response to complaints within 60 calendar days, and has disseminated these procedures to students, employees, parents or guardians,

district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR, §4600 et seq.)

12. The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 CFR Part 82.
13. The LEA has complied with the certification requirements under 34 CFR Part 84 regarding debarment, suspension and other requirements for a drug-free workplace. (34 CFR Part 84)
14. The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846, PL 114-95, §8306(a)(7); 20 USC §6318; PL 114-95, §1116(b)(4))
15. The LEA will provide the certification on constitutionally protected prayer. (20 USC §7904; PL 114-95, §8524(b))
16. The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320; PL 114-95, §1117(d)(1))
17. The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846; PL 114-95, §8306(a)(3)(A-B))
18. The LEA will participate in the California Assessment of Student Performance and Progress. (EC §60640, et seq.)
19. The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (EC §45344(a))
20. The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of EC Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (EC §§11502, 11504)
21. Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (5 CCR §3942)
22. The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (United States Constitution, Fourteenth Amendment; California Constitution, Article 1, §7; California Government Code §§11135-11138; 42 USC §2000d; 5 CCR, §3934)
23. Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (EC §62002; 5 CCR, §§3944, 3946)
24. At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (EC §63001; 5 CCR, §3944(a)(b))
25. State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (EC §48438)
26. Programs and services are and will be in compliance with Section 8355 of the California *Government Code* and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as

defined at 34 CFR Part 84, Sections 84.105 and 84.110.

27. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," October 1, 2009.
28. The Federal grant sub recipient has complied with the Federal Funding Accountability and Transparency Act, as defined in 2 CFR Part 25 (PL 109-282; PL 110-252) regarding the establishment of a Data Universal Numbering System (DUNS) number and maintaining a current/active registration in the System for Award Management [↗](#).

Questions: Education Data Office | conappsupport@cde.ca.gov | 916-319-0297

Last Reviewed: Friday, June 15, 2018

2018-19 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

CDE Program Contact:

~~Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297~~

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Shari Lovett
Authorized Representative's Signature	
Authorized Representative's Title	Director
Authorized Representative Signature Date	03/06/2019

*****Warning*****

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2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Francisco Rozic, Title I Monitoring and Support Office, rozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Shari Lovett
Authorized Representative Title	Director
Authorized Representative Signature Date	03/06/2019
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	



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CDE Program Contact:

~~Franco-Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269~~

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The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Shari Lovett
Authorized Representative Title	Director
Authorized Representative Signature Date	03/06/2019
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

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CDE Program Contact:

~~Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297~~

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Shari Lovett
Authorized Representative's Signature	<i>Shari Lovett</i>
Authorized Representative's Title	Director
Authorized Representative Signature Date	03/06/2019

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2018-19 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

<p>County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2018 – 2019–20 LCAP</p> <p>Note: For districts, the date should be the day your county office of education (COE) approved your 2017-18 - 2019-20 LCAP. For COEs, it should be the date the California Department of Education (CDE) approved your 2017-18 - 2019-20 LCAP.</p>	
<p>Charter Schools Enter the adoption date of the charter school LCAP</p>	<p>07/17/2018</p>
<p>Authorized Representative's Full Name</p>	<p>Shari Lovett</p>
<p>Authorized Representative's Title</p>	<p>Director</p>

*****Warning*****

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2018-19 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	03/06/2019
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	
DELAC review date	
Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small>	
DELAC comment <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	LEA does not have 50 English learners.

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student Support)	Yes

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2018-19 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

ESSA Sec. 1112(b) SACS 4127	
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2018-19 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2018-19 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies.

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2018-19 Consolidation of Administrative Funds

A request by the LEA to consolidate administrative funds for specific programs.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

Title I, Part A Basic SACS Code 3010	No
Title I, Part C Migrant Education SACS Code 3060	No
Title I, Part D Delinquent SACS Code 3025	No
Title II, Part A Supporting Effective Instruction SACS Code 4035	No
Title III Immigrant Students SACS Code 4201	No
Title III English Learner Students - 2% maximum SACS Code 4203	No
Title IV, Part A Student Support - 2% maximum SACS Code 4127	No
Title IV, Part B 21st Century Community Learning Centers SACS Code 4124	No

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Agenda Item 5.
DISCUSSION ITEMS

Subject:

5.1 Five Year Lease of Mt. Shasta Facility

Action Requested:

None

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

Discussion regarding whether or not a five year lease for Mt. Shasta is a viable option.

Fiscal Implications:

Unknown at this time

Contact Person/s: Shari Lovett

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 lesser 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



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 8 below.

3. **BASE RENT:**

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
 - (1) \$ 1,484.00 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 94708, 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 reinstata 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) (_____)

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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 \$26.00 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 (PL) (_____)

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 (PH) (_____)Tenant's Initials (JS) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)



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

Date June 14, 2018

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to 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 36B(2) below. Paragraphs 36B(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 36B(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 §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 PH Tenant's Initials LL

Landlord's Initials (PH) (_____)

Tenant's Initials (LL) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

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Berman Charter

Premises: 510 North Mount Shasta Blvd, Suites A and B, Mount Shasta, CA 96087

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 202, Berkeley, 94709

Tenant: Northern United Charter Schools/DBA Northern United-Siskiyou Charter School
2120 Cemetery 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 Mattole 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 \$1493.88 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 36A.

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, assigns 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 (JK) (_____)

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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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 _____
Address _____ Date _____
Telephone _____ Fax _____ City _____ State _____ Zip _____
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
By (Agent) _____ CalBRE Lic. # _____
_____ CalBRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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

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CL REVISED 12/16 (PAGE 6 of 6)

Reviewed by _____ Date _____



COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

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Husman Charter



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

This is an addendum to the Commercial Lease Agreement (lease) dated _____ is referred to as "Landlord"
in which Peter J. Husman
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) _____

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Reviewed by _____ Date _____





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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 _____

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ADDENDUM (ADM PAGE 1 OF 1)



CALIFORNIA
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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 _____

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Agenda Item 5.
DISCUSSION ITEMS

Subject:

5.2 Update of Meal Program

Action Requested:

None

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

Update and overview of the upcoming Meal Program .

Fiscal Implications:

Unknown at this time

Contact Person/s: Shari Lovett

Agenda Item 6.
REPORTS

Subject:

6.1 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 2/22/2019:

NU-Humboldt Charter School - 422

NU-Siskiyou Charter School - 150

Fiscal Implications:

To be determined.

Contact Person/s: Shari Lovett, Lynda Speck

**NORTHERN UNITED CHARTER SCHOOLS
ATTENDANCE AND ADA SUMMARY REPORT BY LEARNING PERIODS**

NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL					NORTHERN UNITED-SISKIYOU CHARTER SCHOOL				
Date Range	Aver. Enroll	ADA Enroll	% ADA		Date Range	Aver. Enroll	ADA Enroll	% ADA	
08/27-09/21	410	400.58	98.23%		08/27-09/21	127.5	122.11	98.51%	
09/24-10/19	417	401.2	96.11%		09/24-10/19	132	126.75	96.76%	
10/22-11/16	423	405.37	95.90%		10/22-11/16	142	133.58	95.88%	
11/19-12/14	422	408.2	96.70%		11/19-12/14	145	139.2	96.40%	
12/17-01/25	410	394.84	93.74%		12/17-01/25	142	139.53	95.15%	
01/28-02/22	422				01/28-02/22	150			
02/25-03/22					02/25-03/22				
03/25/-04/19					03/25/-04/19				
04/22-05/17					04/22-05/17				
05/20-06/13					05/20-06/13				

Agenda Item 6.
REPORTS

Subject:

6.2 LCAP Report

Action Requested:

None

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

Using survey data and other input, the LCAPs for Northern United - Humboldt Charter School and Northern United - Siskiyou Charter School are a tool for local educational agencies to set goals, plan actions, and leverage resources to meet those goals to improve student outcomes. Our LCAPs have three goals as well as actions and services designed to meet these goals. See attached LCAPs.

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

Humboldt LCAP

Siskiyou LCAP

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Julie Smith, Amy Cambou

Agenda Item 6.
REPORTS

Subject:

6.3 Director's Report

Action Requested:

None

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

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

Fiscal Implications:

None

Contact Person/s: Shari Lovett

SUPER STUDENTS



Kaleb is the son of Ryan and Shannon Crans. In his free time, he enjoys volunteering at Companion Animal Foundation, participating in CR student government, camping, and reading. Kaleb is interested in attending a liberal arts college like Bowdoin or Grinnell. He plans to major in mathematics along with a social science — most likely economics. Kaleb's ideal career

will allow him to use math to solve real-world problems, such as data science or operations research. Kaleb says, "AR has opened a lot of doors and allowed me to explore my interests to an extent that you just wouldn't get at a traditional high school. I think what truly sets AR apart is its environment that really pushes you to grow both as a student and a person, and I think that is what has made my four years here so meaningful." Kaleb will graduate with 50 college units.

Kaleb Crans

Academy of the Redwoods



Campbell Ashby, a senior at Eureka High School, is ranked sixth in her class with a GPA of 4.32. The daughter of Rich Baker and Liz Ashby, Campbell's favorite school subjects include Music and Spanish. She has played cello in String Orchestra all four years of high school, placing first chair for 2.5 years, track and field for one year, making it to NCS championships, and the school musical for one year as well. Campbell has travelled to over 30 countries in her life, including Australia and Poland. Outside of school, Campbell works as a hostess at Bayfront Restaurant and she loves to hang out with her friends. Campbell has been on honor roll all of high school, has been the president of orchestra for two years, and has taken 8 higher level classes during high school. Next year, she plans to attend Northern Arizona to become a dental hygienist.

Campbell Ashby

Eureka High School



Ferndale High School's Super Student of the month is Vanessa Frost, daughter of Brad Frost. She is a senior who currently ranks seventh in her class and has a 3.84 GPA. In school, Vanessa consistently challenges herself, and has been on the High Honor Roll throughout her high school career. She has taken, or is currently taking, Advanced Placement (AP) Environmental Science, AP US History, AP Language and Composition, AP Literature and Composition, as well as AP Calculus. When not in class, Vanessa is active in the Associated Student Body (she currently is a Senior Class Representative), and also, somehow, finds time to be a PASTA Representative, the 2018 Girl's State Representative, won the first place Scholarship for the 2018 Rhododendron Youth Ambassador program, and is a Math Tutor. She plans on attending Humboldt State University or Sonoma State University to study Psychology.

Vanessa Frost

Ferndale High School



Northern United Humboldt Charter School, Eureka Learning Center is pleased to announce Aidan Wilson as our Super Student for February. Aidan Wilson is the son of Frank and Leigh Wilson. Aidan is an outstanding student who has worked hard academically to ready himself for college, including traveling from Shelter Cove to Eureka to attend school. Aidan has applied to several universities including HSU. His interests for majors include Environmental Resources Engineering. He was one of our students who was given immediate placement at HSU for fall 2019 due to his hard work, reflected in his 3.98 GPA. As Aidan's Principal, I can say without doubt that Aidan will excel at whatever he puts his mind to. He is diligent, motivated, and equally important Aidan is a wonderful person. We are very proud to have Aidan Wilson as our February Super Student.

Aidan Wilson

Northern United Humboldt Charter School



McKinleyville High School's Super Student of the Month, nominated by faculty and staff, is senior Sebastian Reyes, son of Eddy and Stacy Reyes of McKinleyville. Sebastian has earned an impressive cumulative 4.53 GPA during his 4 years at MHS placing him #4 overall in his graduating class and has earned him recognition for Academic Excellence for every semester he has attended MHS. Sebastian is currently on track to earn his IB diploma upon graduation. He has participated in a wide range of activities during high school. He has been an active participant in both Science Club and Drama Club, earned varsity letters in Track and Cross Country and has also played Football. Last year, Sebastian won 2nd Place in the Youth Ambassador Program sponsored by the Eureka Chamber of Commerce. Outside of school, Sebastian enjoys making movies and has served as a technical director on an episode of "Community Voices with Dave Silverbrand," as well as serving as the videographer for the MHS "Sources of Strength" program. After graduation, Sebastian plans to attend college and major in Film and Television Production and become involved in the film industry.

Sebastian Reyes

McKinleyville High School



Elizabeth Wang is an international student from Mexico whose mother, Laura Rocío Chi Ham, is half Mexican-half Chinese, and her father, Shidong Wang Li, is Chinese. Elizabeth speaks Spanish, Chinese and English, and she is currently a senior at Saint Bernard's Academy. Elizabeth has a cumulative GPA of 4.33 and has been on the President's Honor Roll every semester. She has taken multiple Honors/AP classes each year to challenge herself. She is the Vice President of the Multicultural Club, and is involved in Student Council. She has also volunteered at several places such as Betty Chinn's Day Center, various senior centers, VITA TAX Program, St Joseph's Hospital, and local thrift stores. Elizabeth has received academic excellence certificates in her Math courses every year. She has attended the Redwood Empire Math Competition every year as well and placed in the top five contestants of her grade level. Elizabeth plans on attending a CSU or UC next fall, and major in Civil/Architectural Engineering.

Elizabeth Wang

St. Bernard's Academy



Jenna Furtado is an excellent student and athlete at Arcata High. She ranks at the top of her class, has a cumulative GPA of 4.3, and has taken a combined total of 9 AP and honors classes. She has been a part of Arcata High's cross country team all four years of her high school career and hopes to continue to run in college. Jenna has applied to multiple universities including USC, UCLA, Emerson, and Georgetown. Jenna would like to major in Political Science as she has always had an interest in politics and how policies shape our world.

Jenna Furtado

Arcata High School



Lauren Tindall is the daughter of Dwayne and Raynell Tindall of Fortuna. She attends Fortuna Union High School and has an overall 10-12 GPA of 4.5! She is an outstanding student and has accomplished so much throughout her high school career. Lauren has been an active member of the California Scholarship Federation and she has also been very involved in student leadership. She has served as the Junior Class Vice President and is the current ASB President. Lauren has also participated in various sports at Fortuna High School including: Varsity Soccer, Varsity Track, and JV/Varsity Basketball. Lauren has also volunteered well over a hundred hours at our local hospital, serving as the Blood Drive Co Chair, helping out with various community events through the Interact Club and serving as a Link Crew leader helping new students transition to Fortuna High by making them feel welcome. Lauren plans on studying at a four-year university next fall, working towards a Bachelor of Science in Nursing degree. She eventually wants to pursue a Master's degree in Nursing so that she can become a Family Nurse Practitioner.

Lauren Tindall

Fortuna Union High School



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Agenda Item 6.
REPORTS

Subject:

6.4 Northern United - Humboldt Charter School Report

Action Requested:

None

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

Update on NU - HCS events and presentation from Fort Ross Field Trip.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Julie Smith, Rebekah Davis

Agenda Item 6.
REPORTS

Subject:

6.5 Northern United - Siskiyou Charter School Report

Action Requested:

None

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

Update on NU - SCS events and presentation.

Fiscal Implications:

None

Contact Person/s: Shari Lovett, Kirk Miller

Agenda Item 6.
REPORTS

Subject:
6.6 Board Report

Action Requested:
Information

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

Fiscal Implications:
None

Contact Person/s: Shari Lovett, Jere Cox

Agenda Item 7.
NEXT BOARD MEETING

Subject:
7.1 Possible Future Agenda Items

Action Requested:
None

Previous Staff/Board Action, Background Information and/or Statement of Need:
Discussion of topics to cover at the next meeting.

Fiscal Implications:
None

Contact Person/s:
Shari Lovett, Jere Cox

Agenda Item 7.
NEXT BOARD MEETING

Subject:

7.2 Next Board Meeting Date: April 9th

Action Requested:

None

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

The next board meeting is based on the board adopted meeting schedule.

Fiscal Implications:

None

Contact Person/s:

Shari Lovett, Jere Cox

Agenda Item 8.
ADJOURN