



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

June 25, 2020  
Open Session 2:00 p.m.

**Teleconference locations:**

Join Zoom Meeting

<https://nucharters-org.zoom.us/j/92495115668>

Meeting ID: 924 9511 5668

One tap mobile

+16699006833,,92495115668# US (San Jose)

+12532158782,,92495115668# US (Tacoma)

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

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

A digital copy of our board packet is available at [www.nucharters.org](http://www.nucharters.org).

If you are interested in a hard copy of the packet, please contact Shari Lovett (707) 445-2660 ext. 110.

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

JUNE 25, 2020 2:00PM

**1. CALL TO ORDER/AGENDA**

- 1.1 Pledge of Allegiance
- 1.2 Adopt the Agenda

**2. CONSENT AGENDA**

- 2.1 Consideration of Approval of Warrants & Payroll for NU-Humboldt Charter School
- 2.2 Consideration of Approval of Warrants (batches 0506,0422,0312,0520) & Payroll for NU-Siskiyou Charter School
- 2.3 Consideration of Approval of Minutes from the May 7, 2020 and May 14, 2020 Board Meetings
- 2.4 Consideration of Resignations, Hires, Leaves and Change of Assignments

**3. PUBLIC COMMENTS**

3.1 Comments by the Public: Under this item, the public is invited to address the Board regarding items that are not on today's agenda. Please keep your comments concise, brief, and limited to three (3) minutes. The Board is not allowed under the law to take action on matters that are not on the agenda. Should comments from the public pertain to a charge or complaint against an employee of Northern United - Humboldt Charter School or Northern United - Siskiyou Charter School, the Board encourages the speaker to utilize the schools' written complaint procedures to pursue the matter. The public will have an opportunity to comment on all agenda items as those items are heard.

**4. PUBLIC HEARINGS**

- 4.1 Public Hearing: 2020-2021 Education Protection Account Expenditure Plan for NU-HCS
- 4.2 Public Hearing: 2020-2021 Final Budget Adoption for NU-HCS

**5. ACTION ITEMS TO BE CONSIDERED**

- 5.1 Approval of Education Protection Account Resolution and 2020-2021 EPA Planned Expenditures for NU-HCS
- 5.2 Approval of 2020-2021 Final Budget Adoption for NU-HCS
- 5.3 Approval of Covid-19 Written Operations Report for NU-HCS
- 5.4 Approval of Warrant Distribution Authorization Form CS-1 and Certification Form CS-7 for NU-HCS
- 5.5 Approval of the MOU between NU-HCS and NU-SCS for 2019-2020
- 5.6 Approval of the Auditor Services for 2020-2021 for NU-HCS
- 5.7 Approval of the Auditor Services for 2020-2021 for NU-SCS
- 5.8 Approval of the Lease Agreement for 210 Lindley Road, Petrolia 2020-2021 for NU-HCS
- 5.9 Approval of the Lease Agreement for 2120 Campton Rd, Cutten 2020-2021 for NU-HCS
- 5.10 Approval of the Lease Agreement for 2020 Campton Rd, Cutten 2020-2022 for NU-HCS
- 5.11 Approval of the Lease Agreement for 1124 Pine Grove Drive, Mt Shasta 2020-2021 for NU-SCS
- 5.12 Approval of Lease Agreement for 427 Alder St, Mt. Shasta 2020-2021 for NU-SCS
- 5.13 Approval of Lease Agreement for 423 S. Broadway, Yreka 2020-2021 for NU-SCS
- 5.14 Approval of Lease Agreement for 505 S Broadway, Yreka 2020-2021 for NU-SCS
- 5.15 Approval of Director's Contract 2020-2021

**6. REPORTS**

- 6.1 Enrollment and Attendance Report
  - 6.2 Director's Report
  - 6.3 Northern United - Humboldt Charter School Report
-

6.4 Northern United - Siskiyou Charter School Report  
6.5 Board Report

**7. NEXT BOARD MEETING**

7.1 Possible Agenda Items: NU-SCS Budget Public Hearing, NU-SCS Budget, NU-SCS EPA Resolution and Expenditure Plan, Covid-19 Written Operations Report for NU-SCS

7.2 Next Board Meeting Date: June 25, 2020

**8. ADJOURNMENT**

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**NUCS Board Meeting 6/25/2020 2:00pm**

**Agenda Item 1.**

**CALL TO ORDER/AGENDA**

**Subject:**

1.1 Pledge of Allegiance

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

**Action Requested:**

1.1 None

1.2 Approval

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

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

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

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Jere Cox

**Agenda Item 2.**

**CONSENT AGENDA**

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

**Subject:**

2.1 Consideration of Approval of Warrants & Payroll for NU-Humboldt Charter School

**Action Requested:**

Approval

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

This is a monthly process. The warrants and payroll totals are inspected and clarification is given if needed. See attached.

**Fiscal Implications:**

Warrants: NU-Humboldt Charter School - \$60,730.08

Payroll: NU-Humboldt Charter School - \$100,781.05

**Contact Person/s:** Shari Lovett, Tammy Picconi

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# ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL

## Report Cover Sheet

### General Settings

Report Name  
Printed  
District  
Logon  
Fiscal Year

ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL  
5/27/2020 2:03:42 PM  
20  
coealec  
2020

### Options

Report Type

PostList

### Filters

Production Run  
District

556  
75

HUMBOLDT COUNTY OFFICE OF EDUCATION  
**ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL**  
Warrants Dated: 05/27/2020 / EFTs Dated:

Fiscal Year: 2020

Production Run ID: 556  
75 Northern United Humboldt

Transmittal: 20000076-0 AUDIT - APRIL A/P 5/25/20

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
102086	030005-01	CAMPTON PLAZA	PV201142-001	1	62	0000-0-1195-8700-5612-000-0000							JUNE 2020 RENT Warrant Amount	5,288.00
102087	030006-01	CUTTEN COMMUNITY CHURCH	PV201143-001	1	62	0000-0-1195-8700-5612-030-0000							JUNE 2020 RENT Warrant Amount	4,000.00
102088	030008-01	PETER JAY DAGGETT	PV201144-001	1	62	0000-0-1195-8700-5612-050-0000							JUNE 2020 RENT Warrant Amount	3,500.00
102089	030007-01	HADLEY FAMILY TRUST	PV201145-001	1	62	0000-0-1195-8700-5612-000-0000							JUNE 2020 RENT Warrant Amount	400.00
102090	030238-01	SARA THOMPSON	PV201148-001	1	62	0000-0-1110-1000-4310-070-0000							EMPLOYEE REIMBUR Warrant Amount	108.54
102091	030012-01	YUROK TRIBE	PV201146-001 PV201147-001	1	62	0000-0-1195-8700-5612-040-0000							JUNE 2020 RENT JUNE 2020 CAM Warrant Amount	3,500.00 400.00 3,900.00
													<b>Total</b>	17,196.54
													<b>Fund 62 Total</b>	17,196.54
													<b>Total</b>	17,196.54
													<b>Fund 62 Total</b>	17,196.54
													<b>Grand Total</b>	17,196.54
													<b>Fund 62 Total</b>	17,196.54
													<b>Warrant Totals:</b>	<b>Warrant Count: 6</b>
													<b>Transmittal Total:</b>	<b>Warrant/EFT Count: 6</b>
													<b>District Totals:</b>	<b>Warrant/EFT Count: 6</b>

# ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL

## Report Cover Sheet

### General Settings

Report Name  
Printed  
District  
Logon  
Fiscal Year

ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL  
5/20/2020 4:04:24 PM  
20  
coealec  
2020

### Options

Report Type

PostList

### Filters

Production Run  
District

554  
75

HUMBOLDT COUNTY OFFICE OF EDUCATION  
**ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL**  
Warrants Dated: 05/20/2020 / EFTs Dated:

Production Run ID: 554  
75 Northern United Humboldt

Fiscal Year: 2020

Transmittal: 20000075-0 AUDIT - APRIL A/P 5/18/20

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
101792	030091-01	AT&T	PV201134-001	1	62-0000-0-1110-2700-5909-050-0000								ACCT 70782256614	355.74
			PV201135-001	1	62-0000-0-1110-2700-5909-000-0000								861949337	3.24
			PV201136-001	1	62-0000-0-1192-2700-5909-050-0000								287287933630	23.83
													<b>Warrant Amount</b>	<b>382.81</b>
101793	030089-01	BLICK ART MATERIALS	PV201125-001	1	62-0000-0-1110-1000-4310-035-0000								3522502	170.20
													<b>Warrant Amount</b>	<b>170.20</b>
101794	030052-01	CITY OF ARCATA	PV201126-001	1	62-0000-0-1193-8100-5530-050-0000								ACCT 020753-000	70.28
			PV201127-001	1	62-0000-0-1193-8100-5530-050-0000								ACCT 020753-000	70.28
													<b>Warrant Amount</b>	<b>140.56</b>
101795	030046-01	FRONTIER COMMUNICATIONS	PV201131-001	1	62-0000-0-1192-2700-5922-000-0000								ACCT 70762933711	115.01
			PV201132-001	1	62-0000-0-1192-2700-5909-000-0000								ACCT 70792395320	192.42
													<b>Warrant Amount</b>	<b>307.43</b>
101796	030101-01	SARAH GOMES	PV201140-001	1	62-0000-0-1110-2700-5950-030-0000								EMPLOYEE REIMBUR	13.20
													<b>Warrant Amount</b>	<b>13.20</b>
101797	030156-01	HOUGHTON MIFFLIN HARCOURT PUB	PV201118-001	1	62-4610-0-1110-1000-4310-030-0000								954801786	3,353.13
			PV201119-001	1	62-4610-0-1110-1000-4310-030-0000								954801785	1,020.38
													<b>Warrant Amount</b>	<b>4,373.51</b>
101798	030129-01	LEARNING WITHOUT TEARS	PV201120-001	1	62-4610-0-1110-1000-4310-030-0000								INV69924	68.97
			PV201121-001	1	62-1100-0-1110-1000-4310-035-0000								INV70958	203.38
													<b>Warrant Amount</b>	<b>272.35</b>
101799	030100-01	RAINBOW RESOURCE CENTER	PV201128-001	1	62-0000-0-1110-1000-4351-000-0000								2815410	182.93
			PV201141-001	1	62-1100-0-1110-1000-4310-036-0000								2904189	180.35
													<b>Warrant Amount</b>	<b>363.28</b>
101800	030064-01	RAY MORGAN COMPANY	PV201133-001	1	62-0000-0-1192-2700-5637-000-0000								INV 2952016	611.80
													<b>Warrant Amount</b>	<b>611.80</b>
101801	030044-01	RECOLOGY HUMBOLDT COUNTY	PV201139-001	1	62-0000-0-1193-8100-5560-040-0000								ACCT 060777177	111.73
													<b>Warrant Amount</b>	<b>111.73</b>
101802	030096-01	STAPLES ADVANTAGE	CM200017-001	1	62-0000-0-1110-1000-4310-036-0000								3445445525	(21.23)
			CM200018-001	1	62-0000-0-1110-1000-4310-036-0000								3445857015	(3.39)
			PV201122-001	1	62-1100-0-1110-1000-4310-036-0000								3445269805, 9806	41.96



HUMBOLDT COUNTY OFFICE OF EDUCATION  
**ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL**  
Warrants Dated: 05/20/2020 / EFTs Dated:

Fiscal Year: 2020

Production Run ID: 554  
75 Northern United Humboldt

Transmittal: 20000075-0 AUDIT - APRIL A/P 5/18/20

Warrant (Continued...)	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
				2	62-1100-0-1110-1000-4310-036-0000								3445269805, 9806	26.38
			PV201123-001	1	62-0000-0-0000-3700-4396-000-0000								3445331511, 5172	218.73
				2	62-0000-0-1110-1000-4310-040-0000								3445331511, 5172	580.00
			PV201124-001	1	62-0000-0-1110-1000-4310-000-0000								3445495172, 3445	15.86
				2	62-0000-0-1110-1000-4310-000-0000								3445495172, 3445	29.42
													<b>Warrant Amount</b>	887.73
101803	030015-01	SUDDENLINK	PV201138-001	1	62-0000-0-1192-2700-5922-000-0000								ACCT 07715117089	1,030.50
													<b>Warrant Amount</b>	1,030.50
101804	030266-01	TINY EYE THERAPY SERVICES	PV201129-001	1	62-6500-0-5770-1120-5800-000-0000								INV 16993	786.40
													<b>Warrant Amount</b>	786.40
101805	030097-01	WARD'S SCIENCE	PV201137-001	1	62-4610-0-1110-1000-4310-030-0000								8089939984	399.54
													<b>Warrant Amount</b>	399.54
101806	030078-01	YM&C LAW OFFICES	PV201130-001	1	62-0000-0-0000-0000-5800-000-0000								INV 65233	5,157.93
													<b>Warrant Amount</b>	5,157.93
				<b>Warrant Totals:</b>	<b>Warrant Count:</b>	<b>15</b>							<b>Total</b>	15,008.97
													<b>Fund 62 Total</b>	15,008.97
				<b>Transmittal Total:</b>	<b>Warrant/EFT Count:</b>	<b>15</b>							<b>Total</b>	15,008.97
													<b>Fund 62 Total</b>	15,008.97
				<b>District Totals:</b>	<b>Warrant/EFT Count:</b>	<b>15</b>							<b>Grand Total</b>	15,008.97
													<b>Fund 62 Total</b>	15,008.97

# ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL

## Report Cover Sheet

### General Settings

Report Name	ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL
Printed	5/13/2020 12:58:30 PM
District	20
Logon	coealec
Fiscal Year	2020

### Options

Report Type	PostList
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### Filters

Production Run	551
District	75

HUMBOLDT COUNTY OFFICE OF EDUCATION  
**ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL**  
Warrants Dated: 05/13/2020 / EFTs Dated:

Production Run ID: 551  
75 Northern United Humboldt

Fiscal Year: 2020

Transmittal: 20000074-0 AUDIT - APRIL A/P 05/11/20

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount		
101376	030111-01	ADVANCED SECURITY SYSTEMS	PV201112-001	1	62-0000-0-1193-8100-5800-050-0000								INV 516180	81.00		
													<b>Warrant Amount</b>	81.00		
101377	030091-01	AT&T	PV201114-001	1	62-0000-0-1110-2700-5909-000-0000								70726882085223	272.62		
			PV201115-001	1	62-0000-0-1110-2700-5909-000-0000								70726889825332	190.00		
													<b>Warrant Amount</b>	462.62		
101378	030075-01	JIVE COMMUNICATIONS	PV201111-001	1	62-0000-0-1110-2700-5909-000-0000								INV IN6000707375	275.94		
													<b>Warrant Amount</b>	275.94		
101379	030035-01	SCHOOL PATHWAYS LLC	PV201110-001	1	62-0000-0-1110-1000-5800-000-0000								64862	951.00		
													<b>Warrant Amount</b>	951.00		
101380	030077-01	DANA SILVERNALE	PV201113-001	1	62-6500-0-5770-1120-5201-000-0000								APRIL 2020 MILEA	80.50		
													<b>Warrant Amount</b>	80.50		
101381	030096-01	STAPLES ADVANTAGE	PV201116-001	1	62-0000-0-1110-2700-4351-010-0000								3445089457	26.94		
			PV201117-001	1	62-0000-0-1110-1000-4310-035-0000								INV 3445269804,	151.31		
				2	62-0000-0-1110-1000-4310-035-0000								INV 3445269804,	38.04		
				3	62-0000-0-1110-1000-4310-035-0000								INV 3445269804,	24.10		
				4	62-0000-0-1110-1000-4310-035-0000								INV 3445269804,	18.32		
				5	62-0000-0-1110-1000-4310-035-0000								INV 3445269804,	10.11		
				6	62-0000-0-1110-1000-4310-035-0000								INV 3445269804,	17.09		
													<b>Warrant Amount</b>	285.91		
<b>Warrant Totals:</b>													<b>Warrant Count:</b>	<b>6</b>	<b>Total</b>	2,136.97
															<b>Fund 62 Total</b>	2,136.97
<b>Transmittal Total:</b>													<b>Warrant/EFT Count:</b>	<b>6</b>	<b>Total</b>	2,136.97
															<b>Fund 62 Total</b>	2,136.97
<b>District Totals:</b>													<b>Warrant/EFT Count:</b>	<b>6</b>	<b>Grand Total</b>	2,136.97
															<b>Fund 62 Total</b>	2,136.97

# ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL

## Report Cover Sheet

### General Settings

Report Name  
Printed  
District  
Logon  
Fiscal Year

ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL  
5/6/2020 2:06:52 PM  
20  
coealec  
2020

### Options

Report Type

PostList

### Filters

Production Run  
District

547  
75

HUMBOLDT COUNTY OFFICE OF EDUCATION  
**ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL**  
Warrants Dated: 05/06/2020 / EFTs Dated:

Production Run ID: 547  
75 Northern United Humboldt

Fiscal Year: 2020

Transmittal: 20000072-0 AUDIT - APRIL A/P 5/4/20

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount			
100872	030116-01	BEGINNINGS INC	PV201078-001	1	62-0000-0-0000-3700-4710-080-0000								FEB 2020 MEAL RE	2,451.75			
			PV201079-001	1	62-0000-0-0000-3700-4710-080-0000									MAR 2020 MEAL RE	1,617.00		
													<b>Warrant Amount</b>	4,068.75			
100873	030184-01	DELTA EDUCATION	PV201080-001	1	62-1100-0-1110-1000-4310-036-0000								202501713295	74.83			
													<b>Warrant Amount</b>	74.83			
100874	030156-01	HOUGHTON MIFFLIN HARCOURT PUB	PV201081-001	1	62-4610-0-1110-1000-4310-030-0000								954798620	477.16			
													<b>Warrant Amount</b>	477.16			
100875	030100-01	RAINBOW RESOURCE CENTER	PV201082-001	1	62-1100-0-1110-1000-4310-036-0000								2904193	88.33			
			PV201083-001	1	62-1100-0-1110-1000-4310-036-0000									2904191	177.42		
			PV201084-001	1	62-1100-0-1110-1000-4310-036-0000										2904189	183.45	
			PV201085-001	1	62-1100-0-1110-1000-4310-036-0000										2904187	365.14	
			PV201086-001	1	62-1100-0-1110-1000-4310-036-0000										2904183	219.70	
			PV201087-001	1	62-1100-0-1110-1000-4310-036-0000										2904182	336.44	
			PV201088-001	1	62-1100-0-1110-1000-4310-036-0000										2904180	115.00	
			PV201089-001	1	62-1100-0-1110-1000-4310-036-0000											2904179	218.55
			PV201090-001	1	62-1100-0-1110-1000-4310-036-0000											2904178	185.64
			PV201091-001	1	62-1100-0-1110-1000-4310-036-0000											2904176	330.58
			PV201092-001	1	62-1100-0-1110-1000-4310-036-0000											2904175	187.50
			PV201093-001	1	62-1100-0-1110-1000-4310-036-0000											2904172	317.43
																<b>Warrant Amount</b>	2,725.18
100876	030096-01	STAPLES ADVANTAGE	CM200011-001	1	62-0000-0-1110-1000-4351-010-0000								3436111839	(48.85)			
			CM200012-001	1	62-4610-0-1110-1000-4351-000-0000									3426008503	(300.35)		
			CM200013-001	1	62-0000-0-1110-1000-4351-000-0000										3395080504	(55.29)	
			CM200014-001	1	62-0000-0-1110-1000-4310-036-0000										3444214589	(28.25)	
			CM200015-001	1	62-0000-0-1110-1000-4310-036-0000										3444765968	(7.46)	
			CM200016-001	1	62-0000-0-1110-1000-4351-030-0000										3444765965	(19.07)	
			PV201094-001	1	62-0000-0-1110-2700-4351-010-0000										3444920814	118.12	
			PV201095-001	1	62-0000-0-1110-1000-4310-036-0000										3444920815, 816,	16.96	
				2	62-0000-0-1110-1000-4310-036-0000										3444920815, 816,	21.23	
				3	62-0000-0-1110-1000-4310-036-0000										3444920815, 816,	3.39	
				4	62-0000-0-1110-1000-4310-036-0000										3444920815, 816,	14.86	
			PV201096-001	1	62-0000-0-1110-1000-4310-034-0000										3444765966, 967,	12.92	
				2	62-0000-0-1110-1000-4310-034-0000										3444765966, 967,	62.55	
				3	62-0000-0-1110-1000-4310-034-0000										3444765966, 967,	15.66	
			PV201097-001	1	62-1100-0-1110-1000-4310-036-0000										3444447480	17.46	
PV201098-001	1	62-4610-0-1110-1000-4310-000-0000										3414585736	1,259.71				
PV201099-001	1	62-0000-0-1110-1000-4351-060-0000										3441839743	722.72				

HUMBOLDT COUNTY OFFICE OF EDUCATION  
**ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL**  
Warrants Dated: 05/06/2020 / EFTs Dated:

Fiscal Year: 2020

Production Run ID: 547  
75 Northern United Humboldt

Transmittal: 20000072-0 AUDIT - APRIL A/P 5/4/20

Warrant (Continued...)	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount		
			PV201100-001	1	62-0000-0-1110-1000-4351-060-0000								3441663756	25.16		
			PV201101-001	1	62-0000-0-0000-3700-4396-050-0000								3441839742	24.04		
													<b>Warrant Amount</b>	1,855.51		
100877	030270-01	UPS	PV201102-001	1	62-0000-0-1192-2700-5950-000-0000								0000670A6V160	22.27		
													<b>Warrant Amount</b>	22.27		
100878	030042-01	APRIL WATERMAN	PV201103-001	1	62-0000-0-1192-2700-5201-000-0000								APRIL 2020 MILEA	75.90		
													<b>Warrant Amount</b>	75.90		
<b>Warrant Totals:</b>													<b>Warrant Count:</b>	<b>7</b>	<b>Total</b>	9,299.60
															<b>Fund 62 Total</b>	9,299.60
<b>Transmittal Total:</b>													<b>Warrant/EFT Count:</b>	<b>7</b>	<b>Total</b>	9,299.60
															<b>Fund 62 Total</b>	9,299.60

HUMBOLDT COUNTY OFFICE OF EDUCATION  
**ACCOUNTS PAYABLE - DISTRICT WARRANT/EFT REGISTER DETAIL**  
Warrants Dated: 05/06/2020 / EFTs Dated:

Production Run ID: 547  
75 Northern United Humboldt

Fiscal Year: 2020

Transmittal: 20000073-0 AUDIT - APRIL A/P 5/5/20

Warrant	Vendor	Vendor Name	Reference	Ln	Fu	Rs	Y	Goal	Func	Obj	Sch	Mgmt	Invoice #	Amount
100879	030005-01	CAMPTON PLAZA	PV201104-001	1	62-0000-0-1195-8700-5612-000-0000								MAY 2020 RENT Warrant Amount	5,288.00 5,288.00
100880	030006-01	CUTTEN COMMUNITY CHURCH	PV201105-001	1	62-0000-0-1195-8700-5612-030-0000								MAY 2020 RENT Warrant Amount	4,000.00 4,000.00
100881	030008-01	PETER JAY DAGGETT	PV201106-001	1	62-0000-0-1195-8700-5612-050-0000								MAY 2020 RENT Warrant Amount	3,500.00 3,500.00
100882	030007-01	HADLEY FAMILY TRUST	PV201107-001	1	62-0000-0-1195-8700-5612-000-0000								MAY 2020 RENT Warrant Amount	400.00 400.00
100883	030012-01	YUROK TRIBE	PV201108-001 PV201109-001	1 1	62-0000-0-1195-8700-5612-040-0000 62-0000-0-1195-8700-5612-040-0000								MAY 2020 RENT MAY 2020 CAM Warrant Amount	3,500.00 400.00 3,900.00
				<b>Warrant Totals:</b>	<b>Warrant Count:</b>	<b>5</b>			<b>Total</b>			<b>Fund 62 Total</b>	17,088.00 17,088.00	
				<b>Transmittal Total:</b>	<b>Warrant/EFT Count:</b>	<b>5</b>			<b>Total</b>			<b>Fund 62 Total</b>	17,088.00 17,088.00	
				<b>District Totals:</b>	<b>Warrant/EFT Count:</b>	<b>12</b>			<b>Grand Total</b>			<b>Fund 62 Total</b>	26,387.60 26,387.60	

HUMBOLDT COUNTY OFFICE OF EDUCATION  
Employee Payroll Earnings Prelist

1/27/2020 8:45:15 AM

Pay Cycle: 05 Cycle Type: R W-Date: 05/29/2020  
Pay Cal: CEMEND, CLMEND

Fiscal Year: 2020

75 Northern United Humboldt

Payroll Totals - District 75

Total Employees Paid	77	First Time Paid Employees	0	STRS P/U	25.0	B/O	0.0	REG	0.0	RET	2
				NWP/U	13.0	B/O	0.0	REG	0.0		
Receiving Warrants	25	DNP Payout only	0	PERS P/U	14.0	B/O	0.0	REG	0.0	RET	1
				NWP/U	9.0	B/O	0.0	REG	0.0		
EFT Payments	52	EFT/Prenote Restriction	1	Non-Mem	13.0	ARS	0.0				
		EFT/Prenote (Receiving Warrant)	0								

Salary Totals

Position	Longevity	Shift	Oth Base	Tot Base	Non-Base	GROSS
217,462.92	0.00	0.00	0.00	217,462.92	56,798.73	274,261.65

Totals By Pty

P	POSITION- MAGIC	215,959.82	PA	POSITION ADJ	0.00	PD	POSITION DOCK	0.00
PR	POSITION- RETRO	0.00	PX	GENERATED ADJ	1,503.10	PY	GENERATED ADJ 2	0.00
PZ	GENERATED ADJ 3	0.00	PT	GENERATED ADJ 4	0.00	PU	GENERATED ADJ 5	0.00
PV	GENERATED ADJ 6	0.00	PK	POSITION DOCK %	0.00	O	OTHER BASE EARN	0.00
OA	OTHER BASE ADJ	0.00	OD	OTHER BASE DOCK	0.00	M	MANUAL PAY LINE	56,798.73
MD	MANUAL DOCK	0.00	R	RATE PAY LINE	0.00	C	CASH INLIEU	0.00
CA	CASH INLIEU ADJ	0.00						

Totals By Earn Type

ADD1	ADD EARN/PERS-STRS C	0.00	ADD2	ADD EARNINGS/NON-CRE	0.00	DNP	DNP **DO NOT	0.00
LONG	LONGEVITY - PAID MON	0.00	MAST	MASTER STIPEND	0.00	NML	NORMAL PAY	268,711.65
NML9	FULL TIME IN ANOTHER	0.00	NMLF	FURLOUGH DAYS DOCK	0.00	STP1	STIPEND/PERS & STRS	0.00
STP2	STIPEND/PERS & STRS	5,550.00	STP3	STIPEND/PERS-NO/STRS	0.00	SUB	SUBSTITUTE	0.00
VACP	VACATION PAYOFF-LUMP	0.00	VACT	VACATION PAYOFF - TE	0.00			

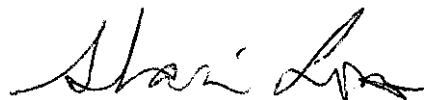
Total Hours 2,145.7529 Total Days 0.0000

Employee Deductions

T403B	0.00	STRS GR	183,407.36	FICA GR	83,002.22	FIT	15,981.57	HW DED	20,402.01	SUBJ DNP	66,307.43
T457B	0.00	STRS	18,774.51	FICA	5,146.16	AFIT	750.00	VOL DED	0.00	DNP IN	11,051.26
S125	954.85	PERS GR	66,629.74	MEDI GR	273,306.80	SIT	5,633.39	INV DED	0.00	DNP OUT	0.00
NTX GR	0.00	PERS	4,826.51	MEDI	3,963.00	ASIT	575.00	R403B	0.00	DNP PROJ	100,389.49
NTX RET	23,601.02	ARS GR	0.00	S/B	0.00	EIC	0.00	SDI GR	0.00	DNP YTD	100,389.49
FIT GR	249,705.78	SIT GR	249,705.78	ARS	0.00	HSA	0.00	SDI	0.00	NET PAY	186,203.39

Employer Costs

STRS	31,362.65	PERS	13,597.58	PERS B/O	0.00	ARS	0.00	FICA	5,146.16	MEDI	3,963.00	HSA	0.00
WC	2,787.81	SUI	136.69	HW	43,787.16	SUI GR	273,306.80	WC GR	273,306.80	TOTAL			100,781.05





**Agenda Item 2.**

**CONSENT AGENDA**

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

**Subject:**

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

**Action Requested:**

Approval

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

This is a monthly process. The warrants and payroll totals are inspected and clarification is given if needed. See attached.

**Fiscal Implications:**

Warrants: NU-Siskiyou Charter School - \$81,924.24

Payroll: NU-Siskiyou Charter School - \$73,289.67

**Contact Person/s:** Shari Lovett, Kirk Miller

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

BATCH # 0506

District # 43

District Name NORTHERN UNITED SISKIYOU CHARTER SCHOOL

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance		
15	Pupil Transportation Equip Fund		
17	Special Reserve Fund Other Than Capital Outlay	XXXXXXXXXX	XXXXXXXXXX
25	Capital Facilities (Developer Fees) Fund		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
62	NORTHERN UNITED SISKIYOU CHARTER SCH	38 539.20	
	Batch Total		

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

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

District Superintendent *Mari L...*

Board Approval Date \_\_\_\_\_ Mail \_\_\_\_\_ Hold \_\_\_\_\_

**-For Siskiyou County Office of Education Use Only-**

Audited By: \_\_\_\_\_ Audit Date: \_\_\_\_\_

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0506 NUCSC BATCH 0506  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	REQ#	REFERENCE LN	FD RESC Y	OBJT GOAL	FUNC SCH	LOCAL	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00577897	000074/							AMERICAN FAMILY LIFE INSURANCE				
			FO-200037	1.	62-0000-0-9514-0000-0000-000-000000			WARRANT TOTAL			INVOICE# 501280	583.44 \$583.44
00577898	000009/							APLUS+				
			PV-200662		62-0000-0-5800-1110-1000-000-000000			WARRANT TOTAL			INVOICE# 04292002	1,244.50 \$1,244.50
00577899	000152/							BAY ALARM COMPANY				
			PO-200091	1.	62-0000-0-5500-0000-8100-000-000000			WARRANT TOTAL			ACCOUNT 838466 ALMA	236.33 \$236.33
00577900	000065/							BLICK ART MATERIALS				
			PV-200660		62-0000-0-4300-1110-1000-000-000000			WARRANT TOTAL			INVOICE# 3556014	49.24 \$49.24
00577901	000002/							BOB STONE				
			FO-200005	1.	62-0000-0-5612-0000-8700-000-000000			WARRANT TOTAL			JUNE 2020 RENT FINAL	2,850.00 \$2,850.00
00577902	000004/							CAL-ORE COMMUNICATIONS				
			FO-200010	1.	62-0000-0-5922-0000-2700-000-000000			WARRANT TOTAL			ACCOUNT 0324007628	49.20
				1.	62-0000-0-5922-0000-2700-000-000000			WARRANT TOTAL			ACCOUNT 0324005379	49.00-
				1.	62-0000-0-5922-0000-2700-000-000000			WARRANT TOTAL			ACCOUNT 0324005378	490.00
			FO-200012	1.	62-0000-0-5922-1110-1000-000-000000			WARRANT TOTAL			ACCOUNT 0324007628	30.13
				2.	62-0000-0-5922-1110-1000-000-000000			WARRANT TOTAL			ACCOUNT 0324005379	30.00-
				2.	62-0000-0-5922-1110-1000-000-000000			WARRANT TOTAL			ACCOUNT 0324005379	300.00
			FO-200031	2.	62-0000-0-5922-0000-7200-000-000000			WARRANT TOTAL			ACCOUNT 0324005379	210.00
				2.	62-0000-0-5922-0000-7200-000-000000			WARRANT TOTAL			ACCOUNT 0324005379	21.00-
				1.	62-0000-0-5922-0000-7200-000-000000			WARRANT TOTAL			ACCOUNT 0324007628	21.09
			PV-200657		62-0000-0-8699-0000-2700-000-000000			WARRANT TOTAL			ERATE DISCOUNT	392.00-
					62-0000-0-8699-0000-7200-000-000000			WARRANT TOTAL			ERATE DISCOUNT	168.00-

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
BATCH: 0506 NUCSC BATCH 0506  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	SCH	LOCAL	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
				62-0000-0-8699-1110-1000-000-00000												ERATE DISCOUNT	240.00-
				WARRANT TOTAL													\$200.42
00577903	000062/	CDW GOVERNMENT															
		PV-200653		62-0000-0-5800-1110-1000-000-00000												INVOICE# XQJ2468	3,480.00
		PV-200659		62-0000-0-5800-1110-1000-000-00000												INVOICE# XMC6954 DATA	290.00
				62-4610-0-4300-1110-1000-000-00000												INVOICE# XMC6954	4,837.76
				WARRANT TOTAL													\$8,607.76
00577904	000075/	CITY OF MT SHASTA															
		PO-200013	1.	62-0000-0-5530-0000-8100-000-00000												ALME-000219-AIDR-01	67.89
				WARRANT TOTAL													\$67.89
00577905	000022/	CITY OF YREKA															
		PO-200008	1.	62-0000-0-5530-0000-8100-000-00000												ACCOUNT 012142-001	84.45
				WARRANT TOTAL													\$84.45
00577906	000020/	N.C.S.M.I.G.															
		PO-200042	1.	62-0000-0-9514-0000-0000-000-00000												MAY 2020 VISION	244.32
			2.	62-0000-0-9514-0000-0000-000-00000												MAY 2020 DENTAL	1,472.16
			2.	62-0000-0-9514-0000-0000-000-00000												MAY 2020 MEDICAL	12,656.90
				WARRANT TOTAL													\$14,373.38
00577907	000213/	INC. OUTSCHOOL															
		PV-200654		62-0000-0-5800-1110-1000-000-00000												INVOICE# 17718	89.00
		PV-200655		62-0000-0-5800-1110-1000-000-00000												INVOICE# 17719	89.00
				WARRANT TOTAL													\$178.00
00577908	000013/	PACIFIC POWER															
		PO-200090	1.	62-0000-0-5520-0000-8100-000-00000												ACCNT 64034125-001 0	623.17
				WARRANT TOTAL													\$623.17
00577909	000061/	PITNEY BOWES PURCHASE POWER															
		PO-200023	1.	62-0000-0-5600-0000-2700-000-00000												INVOICE# 3103906862	21.36

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
BATCH: 0506 NUCSC BATCH 0506  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT REQ#	VENDOR/ADDR NAME (REMIT)	LN	FD RESC Y	OBJT	GOAL	FUNC	SCH	LOCAL	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00577910	000023/												
		3.	62	0000	0-5600	0000	7200	0000	000000				9.16
												INVOICE# 3103906862	
													71.21
													\$101.73
												INVOICE# 3103906862	
													55.04
												INVOICE# 2952017	
													128.42
													\$183.46
												INVOICE# 2894049	
													151.20
													\$151.20
												INVOICE# 5160872-7003934	
													2,500.00
													\$2,500.00
												JUNE 2020RENT FINAL	
													40.00
												INVOICE# 042820-3	
													40.00
													\$80.00
												INVOICE# 42320-7	
													247.70
												INVOICE# 386267	
													41.73
													\$289.43
												INVOICE# 386441	
													129.30
												INVOICE# 19264	
													105.00
													\$234.30
												INVOICE# 19264	
													3,000.00
												JUNE 2020 RENT FINAL	

00577915 000060/ SISKIYOU FIRE EQUIPMENT

PO-200066 1. 62-0000-0-4300-0000-8100-000-00000

WARRANT TOTAL

129.30

INVOICE# 19264

105.00

\$234.30

INVOICE# 19264

3,000.00

JUNE 2020 RENT FINAL

TODD WHIPPLE & STACY WHIPPLE

PO-200006 1. 62-0000-0-5612-0000-8700-000-00000

WARRANT TOTAL

3,000.00

JUNE 2020 RENT FINAL

APY250 L.00.06 SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 05/13/2020

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0506 NCCSC BATCH 0506  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT VENDOR/ADDR NAME (REMYT) DEPOSIT TYPE ABA NUM ACCOUNT NUM AMOUNT  
 REC# REFERENCE LN FD RESC Y OBJT GOAL FUNC SCH LOCAL DESCRIPTION

00577917 000003/ WENDY JAMES  
 PO-200004 1. 62-0000-0-5612-0000-8700-000-00000 JUNE 2020 RENT FINAL 2,650.00  
 WARRANT TOTAL \$2,650.00

00577918 000090/ WOOT MATH INC  
 PV-200656 62-4610-0-5800-1110-1000-000-00000 INVOICE# 19080823196 250.50  
 WARRANT TOTAL \$250.50

\*\*\* FUND TOTALS \*\*\*  
 TOTAL NUMBER OF CHECKS: 22  
 TOTAL ACH GENERATED: 0  
 TOTAL EFT GENERATED: 0  
 TOTAL PAYMENTS: 22  
 TOTAL AMOUNT OF CHECKS: \$38,539.20\*  
 TOTAL AMOUNT OF ACH: \$.00\*  
 TOTAL AMOUNT OF EFT: \$.00\*  
 TOTAL AMOUNT: \$38,539.20\*

\*\*\* BATCH TOTALS \*\*\*  
 TOTAL NUMBER OF CHECKS: 22  
 TOTAL ACH GENERATED: 0  
 TOTAL EFT GENERATED: 0  
 TOTAL PAYMENTS: 22  
 TOTAL AMOUNT OF CHECKS: \$38,539.20\*  
 TOTAL AMOUNT OF ACH: \$.00\*  
 TOTAL AMOUNT OF EFT: \$.00\*  
 TOTAL AMOUNT: \$38,539.20\*

\*\*\* DISTRICT TOTALS \*\*\*  
 TOTAL NUMBER OF CHECKS: 22  
 TOTAL ACH GENERATED: 0  
 TOTAL EFT GENERATED: 0  
 TOTAL PAYMENTS: 22  
 TOTAL AMOUNT OF CHECKS: \$38,539.20\*  
 TOTAL AMOUNT OF ACH: \$.00\*  
 TOTAL AMOUNT OF EFT: \$.00\*  
 TOTAL AMOUNT: \$38,539.20\*

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

BATCH # 0422

District # 43 District Name NORTHERN UNITED SISKIYOU CHARTER SCHOOL

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance		
15	Pupil Transportation Equip Fund		
17	Special Reserve Fund Other Than Capital Outlay	XXXXXXXXXX	XXXXXXXXXX
25	Capital Facilities (Developer Fees) Fund		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
62	NORTHERN UNITED SISKIYOU CHARTER SCH	22,343.51	
	Batch Total		

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

Trustee \_\_\_\_\_ Trustee \_\_\_\_\_  
 Trustee \_\_\_\_\_ Trustee \_\_\_\_\_  
 Trustee \_\_\_\_\_ Trustee \_\_\_\_\_  
 Trustee \_\_\_\_\_

District Superintendent *Mark R.*

Board Approval Date \_\_\_\_\_ Mail \_\_\_\_\_ Hold \_\_\_\_\_

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

Audited By: \_\_\_\_\_ Audit Date: \_\_\_\_\_

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
BATCH: 0422 NUSCS BATCH 0422  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT REQ#	VENDOR/ADDR REFERENCE LN	NAME (REMIT) FD RESC Y OBJT	DEPOSIT TYPE GOAL FUNC SCH LOCAL	ABA NUM DESCRIPTION	ACCOUNT NUM DESCRIPTION	AMOUNT
00577660	000019/	AVID CENTER DEPT 270				
	PV-200641	62-0000-0-4100-1110-1000-00000		INVOICE#	00054953	580.00
		62-0000-0-5300-1110-1000-00000	WARRANT TOTAL	INVOICE#	00054953	4,724.00
						\$5,304.00
00577661	000062/	CDW GOVERNMENT				
	PV-200642	62-4610-0-4300-1110-1000-00000	WARRANT TOTAL	INVOICE#	XMBG384	698.75
						\$698.75
00577662	000212/	GLOWFORGE				
	PV-200644	62-4610-0-4400-1110-1000-00000		INVOICE#	IN-392333	7,514.26
	PV-200645	62-4610-0-4400-1110-1000-00000	WARRANT TOTAL	INVOICE#	INV-392335	7,531.74
						\$15,046.00
00577663	000154/	SISKIYOU FAMILY YMCA				
	PO-200084	1. 62-0000-0-5800-1110-1000-00000	WARRANT TOTAL	Invoice#	42020 and 021920	57.00
						\$57.00
00577664	000052/	STAPLES ADVANTAGE				
	PV-200646	62-0000-0-4300-0000-2700-000-00000		INVOICE#	3444765969	620.74
	PV-200647	62-0000-0-4300-0000-2700-000-00000		INVOICE#	34444920818	77.56
	PV-200648	62-0000-0-4300-1110-1000-000-00000		INVOICE	3442078847	95.35
	PV-200649	62-0000-0-4300-1110-1000-000-00000		INVOICE#	3442288358	12.39
	PV-200650	62-0000-0-4300-0000-8100-000-00000		INVOICE#	3442288356	165.35
		62-0000-0-4300-1110-1000-000-00000		INVOICE#	3442288356	18.45
	PV-200651	62-0000-0-4300-1110-1000-000-00000		INVOICE#	3442176799	22.21
	PV-200652	62-0000-0-4300-0000-2700-000-00000		INVOICE#	3442288348	216.88
		62-0000-0-4300-1110-1000-000-00000	WARRANT TOTAL	INVOICE#	3442288348	8.83
						\$1,237.76
*** FUND	TOTALS ***	TOTAL NUMBER OF CHECKS:	5	TOTAL AMOUNT OF CHECKS:		\$22,343.51*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$ .00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$ .00*
		TOTAL PAYMENTS:	5	TOTAL AMOUNT:		\$22,343.51*
*** BATCH	TOTALS ***	TOTAL NUMBER OF CHECKS:	5	TOTAL AMOUNT OF CHECKS:		\$22,343.51*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$ .00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$ .00*
		TOTAL PAYMENTS:	5	TOTAL AMOUNT:		\$22,343.51*



\*\*\* DISTRICT TOTALS \*\*\*

TOTAL NUMBER OF CHECKS:  
TOTAL ACH GENERATED:  
TOTAL EFT GENERATED:  
TOTAL PAYMENTS:

5  
0  
0  
5

TOTAL AMOUNT OF CHECKS:  
TOTAL AMOUNT OF ACH:  
TOTAL AMOUNT OF EFT:  
TOTAL AMOUNT:

\$22,343.51\*  
\$.00\*  
\$.00\*  
\$22,343.51\*

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

BATCH # D312

District # 43 District Name NORTHERN UNITED SISKIYOU CHARTER SCHOOL

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance		
15	Pupil Transportation Equip Fund		
17	Special Reserve Fund Other Than Capital Outlay	XXXXXXXXXX	XXXXXXXXXX
25	Capital Facilities (Developer Fees) Fund		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
62	NORTHERN UNITED SISKIYOU CHARTER SCH	19041.94	
	<b>Batch Total</b>		

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

Trustee \_\_\_\_\_ Trustee \_\_\_\_\_  
 Trustee \_\_\_\_\_ Trustee \_\_\_\_\_  
 Trustee \_\_\_\_\_ Trustee \_\_\_\_\_  
 Trustee \_\_\_\_\_

District Superintendent *Mari Perma*

Board Approval Date \_\_\_\_\_ Mail \_\_\_\_\_ Hold \_\_\_\_\_

-For Siskiyou County Office of Education Use Only-

Audited By: \_\_\_\_\_ Audit Date: \_\_\_\_\_

Batch status: K All

From batch: 0312

To batch: 0312

Include Revolving Cash: Y

Include Address: Y

Include Object Desc: Y

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

103.37 +
100.00 +
348.75 +
66.84 +
24.95 +
26.45 +
1,150.00 +
45.95 +
999.00 +
12,556.90 +
1,472.16 +
244.32 +
909.91 +
183.46 +
451.98 +
45.00 +
16.50 +
145.00 +
51.63 +
19,042.17 *

043 NORTHERN UNITED SISKIYOU J32693  
 NUSCS BATCH 0312

ACCOUNTS PAYABLE PRELIST APY500 L.00.18 03/10/20 12:32 PAGE 1  
 BATCH: 0312 NUSCS BATCH 0312 << Open >>  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

Vendor/Addr Remit name Tax ID num Deposit type FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MPS EE ES E-Term E-ExtRef  
 Ref Reference Date Description  
 000004/00 CAL-ORE COMMUNICATIONS  
 PO BOX 947  
 DORRIS, CA 96023-0847

Account#	Description	Account num	Account num	Liq Amt	Net Amount
PO-200010	03/01/2020 ACCOUNT# 324007628	62-0000-0-5922-0000-2700-000-00000	NN P	50.65	50.65
PO-200010	03/01/2020 ACCOUNT# 324005379	COMMUNICATION - TELEPHONE SVCS			
PO-200010	03/01/2020 ACCOUNT# 0324005379	62-0000-0-5922-0000-2700-000-00000	NN P	490.00	490.00
PO-200012	03/01/2020 ACCOUNT# 0324007628	COMMUNICATION - TELEPHONE SVCS			
PO-200012	03/01/2020 ACCOUNT# 0324005379	62-0000-0-5922-0000-2700-000-00000	NN M	0.00	-49.00
PO-200012	03/01/2020 ACCOUNT# 0324005379	COMMUNICATION - TELEPHONE SVCS			
PO-200031	03/01/2020 ACCOUNT# 0324007628	62-0000-0-5922-1110-1000-000-00000	NN P	31.01	31.01
PO-200031	03/01/2020 ACCOUNT# 0324005379	COMMUNICATION - TELEPHONE SVCS			
PO-200031	03/01/2020 ACCOUNT# 0324005379	62-0000-0-5922-0000-2700-000-00000	NN P	300.00	300.00
PO-200031	03/01/2020 ACCOUNT# 0324005379	COMMUNICATION - TELEPHONE SVCS			
PO-200031	03/01/2020 ACCOUNT# 0324005379	62-0000-0-5922-1110-1000-000-00000	NN P	0.00	-30.00
PO-200031	03/01/2020 ACCOUNT# 0324005379	COMMUNICATION - TELEPHONE SVCS			
PO-200031	03/01/2020 ACCOUNT# 0324005379	62-0000-0-5922-0000-2700-000-00000	NN P	21.71	21.71
PO-200031	03/01/2020 ACCOUNT# 0324005379	COMMUNICATION - TELEPHONE SVCS			
PO-200031	03/01/2020 ACCOUNT# 0324005379	62-0000-0-5922-0000-2700-000-00000	NN P	210.00	210.00
PO-200031	03/01/2020 ACCOUNT# 0324005379	COMMUNICATION - TELEPHONE SVCS			
PV-200595	03/01/2020 ACCOUNT 0324005379 ERATE	62-0000-0-5922-0000-2700-000-00000	NN M	0.00	-21.00
PV-200595	03/01/2020 ACCOUNT 0324005379 ERATE	62-0000-0-8699-1110-1000-000-00000	NN		-240.00
PV-200595	03/01/2020 ACCOUNT 0324005379 ERATE	ALL OTHER LOCAL REVENUES			
PV-200595	03/01/2020 ACCOUNT 0324005379 ERATE	62-0000-0-8699-0000-2700-000-00000	NN		-392.00
PV-200595	03/01/2020 ACCOUNT 0324005379 ERATE	ALL OTHER LOCAL REVENUES			
PV-200595	03/01/2020 ACCOUNT 0324005379 ERATE	62-0000-0-8699-0000-2700-000-00000	NN		-168.00
PV-200595	03/01/2020 ACCOUNT 0324005379 ERATE	ALL OTHER LOCAL REVENUES			
TOTAL PAYMENT AMOUNT				203.37 *	203.37

301650/00 CHILSON TECH CONSULTING SERVIC 565864946  
 4844 SOLOS COURT  
 WEED, CA 96094

Account#	Description	Account num	Account num	Liq Amt	Net Amount
EV-200597	02/18/2020 INVOICE# 1022	62-0000-0-5800-1110-1000-000-00000	NY		348.75
EV-200597	02/18/2020 INVOICE# 1022	PROFES'L/CONSULTG SVCS/OP EXP			
TOTAL PAYMENT AMOUNT				348.75 *	348.75

043 NORTHERN UNITED SISKIYOU J32693

ACCOUNTS PAYABLE PRELIST APY500 L.00.18 03/10/20 12:32 PAGE 2  
BATCH: 0312 NUSCS BATCH 0312 << Open >>  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef  
Req Reference Date Description FD RESC Y OBJT GOAL FUNC SCH LOCAL TRMPS Liq Amt Net Amount  
0000075/00 CITY OF MT SHASTA  
305 NORTH MT SHASTA BLVD  
MT SHASTA, CA 96067

FO-200013 02/26/2020 ACCT# ALME-000219-ALDR-01 1 62-0000-0-5530-0000-8100-000-00000 NN P 66.84  
WATER&/OR SEWAGE 66.84 \*  
TOTAL PAYMENT AMOUNT 66.84

000208/00 COLLECTIVE EYE FILMS  
1315 SE 20TH AVENUE #3  
PORTLAND, OR 97214

PV-200600 03/05/2020 INVOICE# 110775 62-0000-0-4300-1110-1000-000-00000 NN  
SUPPLIES 24.95 \*  
TOTAL PAYMENT AMOUNT 24.95

000028/00 DAWN FRYLING  
308 SHELDON AVE  
MOUNT SHASTA, CA 96067

PV-200599 02/28/2020 MILEAGE MARCH 2020 62-0000-0-5200-1110-1000-000-00000 NN  
TRAVEL & CONFERENCE 26.45 \*  
TOTAL PAYMENT AMOUNT 26.45

000098/00 LISA SHARA  
PO BOX 897  
MT SHASTA, CA 96067 532685553

PV-200596 03/09/2020 INVOICE# NUSCS2002-1 62-0000-0-5800-0000-8100-000-00000 NY  
PROFES'L/CONSULTG SVCS/OP EXP 1,150.00 \*  
TOTAL PAYMENT AMOUNT 1,150.00

000012/00 MT SHASTA SPRING WATER  
1878 TWIN VIEW BLVD  
REDDING, CA 96003 680174022

PO-200015 03/03/2020 INVOICE# 347654 1 62-0000-0-5600-0000-8100-000-00000 NY P 9.65  
RENTALS, LEASES & REPAIRS, N.C.  
PO-200035 03/03/2020 INVOICE# 347654 1 62-0000-0-4300-0000-8100-000-00000 NY P 36.30  
SUPPLIES 45.95 \*  
TOTAL PAYMENT AMOUNT 45.95

Vendor/Addr Remit name Description Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef  
 Req Reference Date MYSERY SCIENCE 1887 WHITNEY MESA DRIVE #9350  
 AREA 57065 HENDERSON, NV 89014  
 W-0103/00

PO-200087 03/06/2020 INVOICE# 73822 1 62-4610-0-5300-1110-1000-000-00000 NN F 999.00 999.00  
 DUES & MEMBERSHIPS 999.00 \*  
 TOTAL PAYMENT AMOUNT 999.00

PO-200042 03/09/2020 MARCH 2020 DENTAL 1 62-0000-0-9514-0000-000-00000 NN P 1,472.16 1,472.16  
 H & W PASS THROUGH  
 PO-200042 03/09/2020 MARCH 2020 MEDICAL 2 62-0000-0-9514-0000-000-00000 NN P 12,656.90 12,656.90  
 H & W PASS THROUGH  
 PO-200042 03/09/2020 MARCH 2020 VISION 2 62-0000-0-9514-0000-000-00000 NN P 244.32 244.32  
 H & W PASS THROUGH  
 TOTAL PAYMENT AMOUNT 14,373.38 \*

PO-200016 03/05/2020 64034125-002-8 FEB4-MAR4 1 62-0000-0-5520-0000-8100-000-00000 NN P 909.91 909.91  
 ELECTRICITY 909.91 \*  
 TOTAL PAYMENT AMOUNT 909.91

PO-200045 03/03/2020 INVOICE#2894049 2 62-0000-0-5600-1110-1000-000-00000 NN P 128.42 128.42  
 RENTALS, LEASES & REPAIRS, N.C.  
 PO-200045 03/03/2020 INVOICE# 2894049 1 62-0000-0-5600-0000-2700-000-00000 NN P 55.04 55.04  
 RENTALS, LEASES & REPAIRS, N.C.  
 TOTAL PAYMENT AMOUNT 183.46 \*

043 NORTHERN UNITED SISKIYOU J32693

ACCOUNTS PAYABLE PRELIST APY500 L.00.18 03/10/20 12:32 PAGE 4  
BATCH: 0312 NUSCS BATCH 0312 << Open >>  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

Vendor/Addr Remit name Description Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef  
Reg Reference Date Date FD RESC Y OBJT GOAL FUNC SCH LOCAL T9MES Liq Amt Net Amount

000005/00 SCHOOL PATHWAYS 181 COMMERCIAL STREET PORTOLA, CA 96122  
PO-200036 02/29/2020 INVOICE# 64175 2 62-0000-0-5600-0000-2700-000-00000 NN P 451.98 451.98  
TOTAL PAYMENT AMOUNT 451.98 \*

000014/00 SHASTA VALLEY PEST CONTROL 822402374  
467 SOUTH 7TH ST MONTAGUE, CA 96064

PO-200085 03/10/2020 Invoice# 030620-1 1 62-0000-0-5500-0000-8100-000-00000 NY P 45.00 45.00  
OPERATION & HOUSEKEEPING SERV 45.00 \*

000156/00 SISKIYOU DISTRIBUTING 1313 N FOOTHILL DRIVE YREKA, CA 96097  
TOTAL PAYMENT AMOUNT 45.00

PO-200046 03/03/2020 INVOICE# 384162 1 62-0001-0-4700-0000-3700-000-00000 NN P 16.50 16.50  
FOOD 16.50 \*

000154/00 SISKIYOU FAMILY YMCA 350 N FOOTHILL DRIVE YREKA, CA 96097  
TOTAL PAYMENT AMOUNT 16.50

PV-200598 03/05/2020 INVOICE# 030520 62-0000-0-5800-1110-1000-000-00000 NN 145.00 145.00  
PROFES'L/CONSULTG SVCS/OP EXP 145.00 \*

000005/00 SISKIYOU TELEPHONE COMPANY PO BOX 157 ETNA, CA 96027-0157  
TOTAL PAYMENT AMOUNT 145.00

PO-200009 03/01/2020 ACCOUNT# 4000 1 62-0000-0-5912-0000-2700-000-00000 NN P 51.63 51.63  
COMMUN - INTERNET SVCS/LINES 51.63 \*

TOTAL FUND PAYMENT 19,042.17 \*\* 19,042.17

TOTAL BATCH PAYMENT 19,042.17 \*\*\* 0.00 19,042.17

Vendor/Account Name	Permit Name	Ref. Reference	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-EntRef	
				FD REGC Y	OBUT	GOAL	FUNC	SCH	LOCAL	T9MPS	Liq Amt	Net Amount

TOTAL DISTRICT PAYMENT	19,042.17	****	0.00									19,042.17
TOTAL FOR ALL DISTRICTS:	19,042.17	****	0.00									19,042.17

Number of checks to be printed: 16, not counting voids due to stub overflows.



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

BATCH # 0520

District # 43 District Name NORTHERN UNITED SISKIYOU CHARTER SCHOOL

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance		
15	Pupil Transportation Equip Fund		
17	Special Reserve Fund Other Than Capital Outlay	XXXXXXXXXX	XXXXXXXXXX
25	Capital Facilities (Developer Fees) Fund		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
		1999.59	
62	NORTHERN UNITED SISKIYOU CHARTER SCH		
	Batch Total		

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

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

District Superintendent Shari Rowlett

Board Approval Date \_\_\_\_\_ Mail \_\_\_\_\_ Hold \_\_\_\_\_

-For Siskiyou County Office of Education Use Only-

Audited By: \_\_\_\_\_ Audit Date: \_\_\_\_\_

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 05/20/2020

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0520 MUSCS BATCH 0520  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT REQ#	VENDOR/ADDR REFERENCE LN	NAME (REMIT) FD RESC Y	OBJT GOAL FONC SCH	LOCAL LOCAL	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
00578125	000147/	COLLEGE BOARD							
		PV-200666	62-0000-0-4300-1110-1000-000-00000		WARRANT TOTAL		382038138B	INVOICE# 382038138B	216.00 \$216.00
00578126	000024/	JIVE COMMUNICATION INC							
		PO-200014	1. 62-0000-0-5912-1110-1000-000-00000		WARRANT TOTAL			INVOICE# IN6000707375	216.82 \$216.82
00578127	000013/	PACIFIC POWER							
		PO-200016	1. 62-0000-0-5520-0000-8100-000-00000		WARRANT TOTAL			ACCT# 64034125-002 8 0401-0501	496.59 \$496.59
00578128	000023/	RAY MORGAN COMPANY							
		PO-200045	1. 62-0000-0-5600-0000-2700-000-00000		WARRANT TOTAL			INVOICE# 2965150	5.28
			2. 62-0000-0-5600-1110-1000-000-00000		WARRANT TOTAL			INVOICE# 2965150	12.33 \$17.61
00578129	000006/	SCHOOL PATHWAYS							
		PO-200089	1. 62-0000-0-5800-0000-2700-000-00000		WARRANT TOTAL			INVOICE# 64863	285.00 \$285.00
00578130	000005/	SISKIYOU TELEPHONE COMPANY							
		PO-200009	1. 62-0000-0-5912-0000-2700-000-00000		WARRANT TOTAL			ACCT# 4000 05/01-05/31	49.95 \$49.95
00578131	000056/	TINY EYE							
		PO-200041	1. 62-6500-0-5800-5770-1120-000-00000		WARRANT TOTAL			INVOICE# 17628	82.40 \$82.40
00578132	000017/	WELLS FARGO FINANCIAL LEASING							
		PO-200026	1. 62-0000-0-5600-0000-2700-000-00000		WARRANT TOTAL			INVOICE# 5010139716	81.98
			2. 62-0000-0-5600-1110-1000-000-00000		WARRANT TOTAL			INVOICE# 5010139716	273.28
		PO-200038	2. 62-0000-0-5600-0000-2700-000-00000		WARRANT TOTAL			INVOICE# 5010139717	51.41
			1. 62-0000-0-5600-1110-1000-000-00000		WARRANT TOTAL			INVOICE# 5010139717	171.37
		PV-200664	62-0000-0-5600-0000-7200-000-00000		WARRANT TOTAL			INVOICE# 5010139716	35.14

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
BATCH: 0520 NUSCS BATCH 0520  
FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR NAME (REMIT)	REQ#	REFERENCE LN	FD RESC Y	OBJT GOAL	FUNC SCH	LOCAL	AREA NUM	ACCOUNT NUM	DESCRIPTION	AMOUNT
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PV-200665				62-0000-0-5600-0000-7200-000-00000						INVOICE# 5010139717	22.03
											\$635.21

\*\*\* FUND TOTALS \*\*\*

TOTAL NUMBER OF CHECKS:	8	TOTAL AMOUNT OF CHECKS:	\$1,999.58*
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
TOTAL PAYMENTS:	8	TOTAL AMOUNT:	\$1,999.58*

\*\*\* BATCH TOTALS \*\*\*

TOTAL NUMBER OF CHECKS:	8	TOTAL AMOUNT OF CHECKS:	\$1,999.58*
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
TOTAL PAYMENTS:	8	TOTAL AMOUNT:	\$1,999.58*

\*\*\* DISTRICT TOTALS \*\*\*

TOTAL NUMBER OF CHECKS:	8	TOTAL AMOUNT OF CHECKS:	\$1,999.58*
TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
TOTAL PAYMENTS:	8	TOTAL AMOUNT:	\$1,999.58*

WARRANT TOTAL

RECEIVING WARRANTS 25  
 APD TO CU 0  
 APD TO CHECKING 0  
 APD TO SAVINGS 0  
 TOTAL GETTING PAID 25

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

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

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	28,742.10	NML	0.00	NML	8,165.36	NML	8,165.36	NML	36,907.46
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
ADJ NML	28,742.10*	ADJ NML	0.00*	ADJ NML	8,165.36*	ADJ NML	8,165.36*	ADJ NML	36,907.46*
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*
TOTAL	28,742.10**	TOTAL	0.00**	TOTAL	8,165.36**	TOTAL	8,165.36**	TOTAL	36,907.46**

TOTAL NUMBER HOURS WORKED: 326.08  
 TOTAL NUMBER DAYS WORKED: 0.00

GROSS		FED IMP GROSS		NTX GROSS		RET-TS		FED TAX GROSS		FIT		APIT	
GROSS	36,907.46	FED IMP GROSS	0.00	NTX GROSS	1,820.85	RET-TS	2,882.68	FED TAX GROSS	32,203.93	FIT	2,222.69	APIT	205.00
SIT	459.26	ASIT	60.00	OASDI GROSS	11,596.52	OASDI	718.99	MEDI GROSS	35,086.61	MEDICARE	508.79	DEF-MEDI GROSS	0.00
SURV-BEN	0.00	SDI	0.00	EIC	0.00	STRS SUBJ	22,690.85	STRS	2,323.80	PERS SUBJ	7,984.00	PERS	558.88
NET	27,737.46	ADJ (+)	0.00	ADJ (-)	0.00	OASDI EMPR	0.00	MEDI EMPR	0.00	STRS EMPR	0.00	PERS EMPR	0.00
STATE IMP GROSS	0.00	STATE TAX GROSS	32,203.93	STRS (C)	1,864.58	STRS (P)	459.22	STRS (O)	0.00	PERS (C)	558.88	PERS (P)	0.00
STRS/SUBJ (C)	18,190.85	STRS/SUBJ (P)	4,500.00	STRS/SUBJ (O)	0.00	PERS/SUBJ (C)	7,984.00	PERS/SUBJ (P)	0.00	PERS/SUBJ (O)	0.00	STRS/SUBJ DBS	0.00

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

RECEIVING WARRANTS	25	GETTING PAID FIRST TIME	0
APD TO CU	0	TERMINATED GETTING PAID	0
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	0
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0
		GETTING PAID BALANCE OF CONTRACT	0
TOTAL GETTING PAID	25		

EMPLOYEE COUNTS

RECEIVING WARRANTS	25	GETTING PAID FIRST TIME	0
APD TO CU	0	TERMINATED GETTING PAID	0
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	0
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0
		GETTING PAID BALANCE OF CONTRACT	0

PAYROLL TOTALS

SALARY GROSS	DAILY GROSS	HOURLY GROSS	HOURLY AND DAILY GROSS	TOTAL GROSS
NML 28,742.10	NML 0.00	NML 7,640.11	NML 7,640.11	NML 36,382.21
ADJ 0.00	ADJ 0.00	ADJ 0.00	ADJ 0.00	ADJ 0.00
ADJ NML 28,742.10*	ADJ NML 0.00*	ADJ NML 7,640.11*	ADJ NML 7,640.11*	ADJ NML 36,382.21*

TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	0.00*	NON-NML	0.00*	NON-NML	0.00*
TOTAL	28,742.10**	TOTAL	7,640.11**	TOTAL	36,382.21**

TOTAL NUMBER HOURS WORKED: 304.83 TOTAL NUMBER DAYS WORKED: 0.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
36,382.21	0.00	1,820.85	0.00	2,868.14	31,693.22	2,162.24	205.00
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
445.68	60.00	11,071.27	686.43	34,561.36	501.17	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	0.00	0.00	22,795.85	2,334.56	7,622.50	533.58	2,112.59
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
27,340.96	0.00	0.00	0.00	0.00	0.00	0.00	
STATE IMP GROSS	STATE TAX GROSS	STRS (C)	STRS (P)	STRS (O)	PERS (C)	PERS (P)	PERS (O)
0.00	31,693.22	1,875.34	459.22	0.00	533.58	0.00	0.00
STRS/SUBJ (C)	STRS/SUBJ (P)	STRS/SUBJ (O)	PERS/SUBJ (C)	PERS/SUBJ (P)	PERS/SUBJ (O)	STRS/SUBJ DBS	STRS DBS
18,295.85	4,500.00	0.00	7,622.50	0.00	0.00	0.00	0.00

**Agenda Item 2.**

**CONSENT AGENDA**

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

**Subject:**

2.3 Approval of Minutes

**Action Requested:**

Approval

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

The minutes from prior meetings are inspected, corrected if needed, and approved. This is a routine monthly process for the Board. The minutes for the May 7, 2020 and the May 14, 2020 board meetings are attached.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Lynda Speck

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**Northern United Charter Schools  
Board of Directors Special Board Meeting  
Minutes  
May 7, 2020**

**Members Present:** Jere Cox, Bianca Garza, and Rosemary Kunkler

**Members Absent:** None

**Staff:** Shari Lovett, Kirk Miller, Lynda Speck, Rebekah Davis

**Guests:** Kevin Bradley and Jeff Lanphere

- 1.0 CALL TO ORDER:** Jere Cox called the meeting to order at 4:00 pm.
  - 1.1 PLEDGE OF ALLEGIANCE**
  - 1.2 ADOPT THE AGENDA:** A motion to approve the agenda as posted was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Rosemary Kunkler – Aye. Motion carries unanimously.
- 2.0 CONSENT AGENDA:** No Items.
- 3.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** No public comments.
- 4.0 ACTION ITEMS TO BE CONSIDERED:**
  - 4.1 Interview and Consideration of Potential Board Members:** Jere Cox read an opening statement to the two candidates for the open seats on the board. The board interviewed both candidates by having them answer questions. A motion to appoint both Kevin Bradley and Jeff Lanphere to the Northern United Charter Schools' board of directors was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox-Aye, Bianca Garza-Aye and Rosemary Kunkler-Aye. Motion carries unanimously.
- 5.0 REPORTS:**
  - 5.1 Director's Report:** There was no report.
  - 5.2 Board Report:** Jere Cox told Shari Lovett that the goldenrod reports had been mailed back to her.
- 6.0 DISCUSSION ITEMS:** There were no items.
- 7.0 NEXT BOARD MEETING:**
  - 7.1 Possible Agenda Items:** May budget revise, fragrance policy, LCAP update, contract ratification with APLUS and SCOE
  - 7.2 Next Board Meeting:** Next board meeting is May 14, 2020 at 4:00pm.
- 8.0 OPEN SESSION BEFORE CLOSED SESSION:**
  - 8.1** Jere Cox read the items to be discussed during closed session.
  - 8.2 Closed Session Open Hearing:** No comments.
  - 8.3 Adjourn to Closed Session:** Jere Cox adjourned to closed session at 5:53pm.
- 9.0 RECONVENE IN OPEN SESSION:** Jere Cox reconvened to open session at 6:05pm.
  - 9.1** No action taken.
- 10.0 ADJOURNMENT:** Jere Cox adjourned the meeting at 6:06 pm.

Authorized Board Signature \_\_\_\_\_ Date \_\_\_\_\_

Respectfully Submitted by Lynda Speck

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

**Minutes**

**May 14, 2020**

**Members Present:** Jere Cox, Bianca Garza, and Rosemary Kunkler

**New Members:** Kevin Bradley and Jeff Lanphere

**Members Absent:** None

**Staff:** Shari Lovett, Tammy Picconi, Kirk Miller, Lynda Speck, Julie Smith, Roxy Kennedy, Valerie Walsh, Rebekah Davis

**Guests:** **CALL TO ORDER:** Jere Cox called the meeting to order at 4:06pm.

**1.1 Pledge of Allegiance**

**1.2 Adopt the Agenda:** A motion to approve the agenda as posted was made by Rosemary Kunkler and seconded by Bianca Garza. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Rosemary Kunkler – Aye. Motion carries.

**1.3 Swearing in of New Board Members:** Jere Cox administered the oath of office to Jeff Lanphere and Kevin Bradley. They drew straws to determine which board vacancy they were to fill. Kevin is filling the two year term ending December 2020 and Jeff is filling the three year term ending December 2021.

**2.0 STUDENT PRESENTATION:** There was no presentation.

**3.0 CONSENT AGENDA:**

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

**3.2 Consideration of Approval of Warrant Batches 0324, 0409, 0420, 0415 and Payroll for NU-Siskiyou Charter School**

**3.3 Consideration of Approval of Board Minutes for the April 7 and April 23, 2020 Board Meetings**

A motion to approve the consent agenda was made by Kevin Bradley and seconded by Jeff Lanphere. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Rosemary Kunkler – Aye, Kevin Bradley-Aye and Jeff Lanphere- Aye. Motion carries unanimously.

**4.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** No public comments.

**5.0 ACTION ITEMS TO BE CONSIDERED:**

**5.1 Approval of SCOE Business Services Contract for Northern United-Siskiyou Charter School:**

A motion to approve the SCOE Business Services Contract for Northern United-Siskiyou Charter School was made by Rosemary Kunkler and seconded by Kevin Bradley. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Rosemary Kunkler – Aye, Kevin Bradley-Aye and Jeff Lanphere-Aye. Motion carries unanimously.

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**5.2 Approval of APLUS Contract Services Agreement for Northern United-Humboldt Charter School:** A motion to table this item was made by Kevin Bradley. No second, so motion dies. Kevin Bradley made a motion to carry over the approval of the APLUS contract services Agreement till the June meeting. Rosemary Kunkler seconded the motion. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Rosemary Kunkler – Aye, Kevin Bradley-Aye and Jeff Lanphere-Aye. Motion carries unanimously.

**5.3 Approval of APLUS Contract Services Agreement for Northern United-Siskiyou Charter School:** A motion to carry over this item to the June meeting was made by Bianca Garza and seconded by Rosemary Kunkler. Vote taken: Jere Cox – Aye, Bianca Garza – Aye, Rosemary Kunkler – Aye, Kevin Bradley – Aye and Jeff Lanphere- Aye. Motion carries unanimously.

#### **6.0 REPORTS:**

**6.1 Enrollment and Attendance Report:** In board packet.

**6.2 Financial Report for NU-Humboldt and NU-Siskiyou Charter School:** In board packet.

**6.3 Directors Report:** Shari Lovett spoke to the following topics:

- May Revise, State budget
- New grading criteria during the COVID 19 pandemic
- Graduation planning for both NU-Humboldt and NU-Siskiyou
- LCAP update
- Plans for re-opening schools in fall
- Signatures for NU-Siskiyou warrants and how to accomplish this in a timely fashion

**6.4 Northern United-Humboldt Charter School:** In board packet.

**6.5 Northern United-Siskiyou Charter School:** In board packet.

**6.6 Board Report:** Bianca Garza asked about where the ideas for reopening are coming from. Jeff Lanphere spoke on how Eureka City Schools is handling re-opening. Jere Cox asked what the next steps for the new members would be.

#### **7.0 DISCUSSION ITEMS:**

#### **8.0 NEXT BOARD MEETING:**

**8.1 Possible Agenda Items:** NU-HCS budget, NU-SCS budget, LCAP COVID 19 reports for both NU-HCS and NU-SCS, APLUS services agreements for both schools, nursing agreement

**8.2 Next Board Meeting:** Next Board Meeting is June 18, 2020 at 4:00pm.

#### **9.0 OPEN SESSION BEFORE CLOSED SESSION:**

**9.1** Jere Cox read the items to be discussed during closed session

**9.2 Closed Session Open Hearing:** No comments

**9.3 Adjourn to Closed Session:** Jere Cox adjourned to closed session at 6:22pm.

#### **10.0 RECONVENE IN OPEN SESSION:** The meeting reconvened to open session at 6:44pm.

**10.1** No action taken in closed session

**11.0 ADJOURNMENT:** Jere Cox adjourned the meeting at 6:45pm.

Authorized Board Signature \_\_\_\_\_ Date \_\_\_\_\_

**Agenda Item 2.**  
**CONSENT AGENDA**

**Subject:**

2.4 Consideration of Resignations, Hires, Leaves, and Change of Assignments

**Action Requested:**

Approval

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

This is a routine monthly process for the Board. The employment status changes for the month of June are attached.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Lynda Speck

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# Northern United Charter Schools

## Resignations, Hires, and Leaves

Through the Month of: 6/30/2020

### Resignations

Name	Date	Location	Comments
Peggy Iris	6/12/2020	Redway Learning Center	Retiring
Lucas Govan	6/12/2020	Eureka Learning Center	Resigned
Travis Gall	6/12/2020	Cutten Learning Center	Position Eliminated
David Walker	6/30/2020	NU-Siskiyou	Position Eliminated
Bridget Flannery	5/13/2020	Cutten Learning Center	Resigned
Valerie Walsh	6/30/2020	NU-Hum/NU-Sisk	Resigned

### Hires

Name	Date	Location	Comments

### Leaves

Name	Date	Location	Comments

### Change Of Assignment

Name	Date	Location	Comments
Rudy Breuning	8/1/2020	Willow Creek Area	Becoming an Ind. Study Teacher

**Agenda Item 3.**

**PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

**Subject:**

3.1 Comments by the Public

**Action Requested:**

None

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

Board members or staff may choose to respond briefly to public comments.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Jere Cox

**Agenda Item 4.**

**PUBLIC HEARINGS**

**Subject:**

4.1 Public Hearing: 2020-2021 Education Protection Account Expenditure Plan for NU-HCS

**Action Requested:**

None

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

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

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

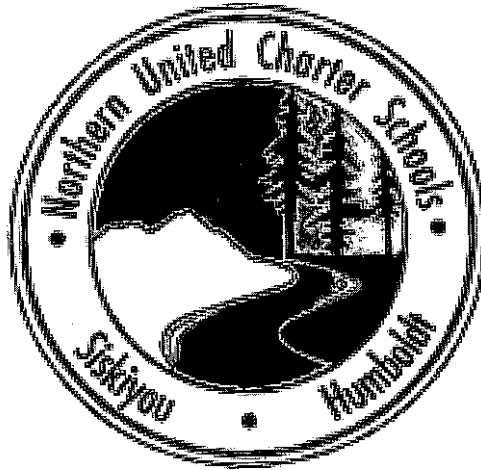
**Fiscal Implications:**

The school will receive \$75,430 in EPA funds for 2020-21.

**Contact Person/s:**

Shari Lovett, Tammy Picconi

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## **PUBLIC HEARING NOTICE**

**There will be a Public Hearing concerning the Northern United - Humboldt Charter School's 2020-2021 Education Protection Account (EPA) Proposed Budget Expenditures during the regular monthly meeting of the Board of Directors on Thursday, June 18, 2020, 4:00 p.m. Public comment is welcome. A review copy of the Proposed EPA Expenditure Plan will be available for public inspection with the Board Meeting Packet documents on the School's website at [www.nucharters.org](http://www.nucharters.org) on Thursday, June 11, 2020.**

**Agenda Item 4.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

4.2 Public Hearing: 2020-2021 Final Budget Adoption for NU-HCS

**Action Requested:**

None

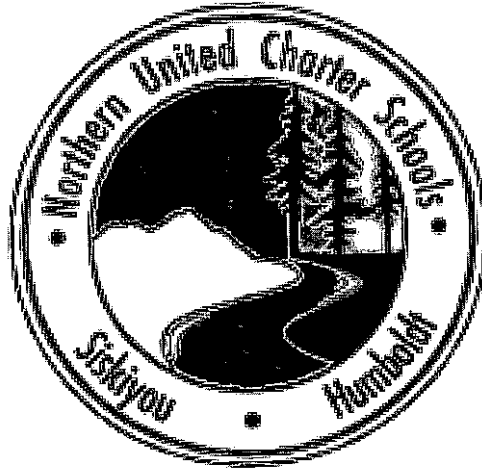
**Previous Staff/Board Action, Background Information and/or Statement of Need:**

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

**Fiscal Implications:**

As shown in the budget

**Contact Person/s:** Shari Lovett, Tammy Picconi



## **PUBLIC HEARING NOTICE**

**There will be a Public Hearing concerning the Northern United - Siskiyou Charter School's 2020-2021 Proposed Annual Budget during the regular monthly meeting of the Board of Directors on Thursday, June 25, 2020, 4:00 p.m. Public comment is welcome. A review copy of the Proposed Budget Adoption will be available for public inspection with the Board Meeting Packet documents on the School's website at [www.nucharters.org](http://www.nucharters.org) on Thursday, June 18, 2020.**



**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.1 Approval of the Education Protection Account Resolution and 2020-21 Planned Expenditures for NU-HCS

**Action Requested:**

Approval

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

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

The Board is required to adopt the EPA Resolution and the EPA Expenditure Plan each year.

**Fiscal Implications:**

\$71,630

**Contact Person/s:** Shari Lovett

**Northern United – Humboldt Charter School  
2020-2021**

**RESOLUTION: H 1 9 2 0 - 2  
REGARDING THE EDUCATION  
PROTECTION ACCOUNT**

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED:

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

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

DATED: June 18, 2020.

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

2020-2021  
Education Protection Account  
Program by Resource Report

**Projected Expenditures for the period of July 1, 2020 through June 30, 2021  
For Fund 01, Resource 1400 Education Protection Account**

Description		Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Beginning Balance	Object: 8999	0.00
Revenue Limit Source	8012	71,630.00
Revenue Limit Source-Prior Year	8019	
Other Local Revenue	8600-8799	0.00
<b>TOTAL AVAILABLE</b>		<b>71,630.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
Instruction	Functions: 1000-1999	71,630.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>71,630.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

N:\BUSINESS & ADMINISTRATIVE SERVICES\FISCAL SERVICES\Administration Share\Tickler\2019-20

**Agenda Item5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.2 Approval of 2020-21 Final Budget Adoption NU-HCS

**Action Requested:**

Approval

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

The Board is legally required to adopt the Final Budget each year prior to July 1. The Board certifies that the budget is either positive, qualified or negative. The Final Budget is attached.

**Fiscal Implications:**

As stated in the budget

**Contact Person/s:** Shari Lovett, Tammy Picconi

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**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.3 Approval of Covid-19 Written Operations Report for NU-HCS

**Action Requested:**

Approval

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

Executive Order N-56-20 requires that all LEAs complete a written report to explain the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency, the major impacts of such closures on students and families, and a description of how the LEA is meeting the needs of its unduplicated students.

The COVID-19 Written Operations Report must be adopted with the charter's budget which is due on or before July 1, 2020.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Julie Smith

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# COVID-19 Operations Written Report for Humboldt County Office of Education

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Humboldt County Office of Education	Shari Lovett Director	slovett@nucharters.org (707) 445-2660 Ext. 110	

**Descriptions provided should include sufficient detail yet be succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.**

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Northern United - Humboldt Charter School is a non-classroom based charter school. We closed our facilities on March 13, 2020. Given that we are a non-classroom based charter school, our transition was more quickly implemented. Though we are non-classroom based, we have many facilities in which students meet their teachers for instruction and live classes. Once we suspended our in-person classes, we transitioned toward maintaining our regular class schedules in a virtual fashion. We have also moved all special education services to an online platform. We are delivering instruction to students using a combination of Google Classroom, Zoom, and other online platforms. We ensured students had Chromebooks, internet access, and hot spots. We are also continuing with packets, textbooks, and other forms of traditional curriculum. Our tutors are making themselves available to meet with students.

We reached out to all families to inquire about their needs outside of the education of their children, including food insecurities, child care needs, household supplies, etc., with a special focus on students who qualify for free or reduced lunch or special needs. Our counselor and school psychologists have regular group and individual meetings addressing the social/emotional needs of our students and families. We are informing our families of the free breakfast and lunch opportunities being provided by local school districts and the additional food resources in the community.

The overall impact of our school closure has been the stress brought on families by having to be the main provider of their child's education while experiencing a loss of income, food insecurities, and uncertainty in what the future holds. We have been keeping in touch with our families on a regular basis via Dial my Call and posting on our websites and social media accounts.



Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

In order to meet the needs of our English learner students, teachers are meeting with their students using a digital platform. Teachers are continuing with direct instruction of their ELD program using English/Language Arts curriculum with English Language Development standards embedded. Work is modified and enriched as needed.

In order to meet the needs of our foster and homeless youth, our McKinney Vento liaison is in regular contact with these families. Our counselor and school psychologists are also reaching out to our low-income students. We are providing resources to all of these students as needed. These resources include laundry services, support with obtaining food stamps, MediCal, food and childcare, counseling and other community resources. We have also provided any technology needs required for the student's education, including Chromebooks and hotspots, as well as any other curricular needs and supplies. In addition to these resources and supports, the students' teachers are reaching out to students and families on a regular basis to ensure needs are being met.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Using a combination of printed materials, Google Classroom, Zoom, Google Meet, our teachers have been able to continue with high-quality instruction. The administration provided training and other resources in how to use various digital tools to deliver instruction, as well as resources and guidance in terms of best practices in online instruction. Also, weekly staff meetings occur to share best practices for distance learning. Our tutors and instructional aides have been able to meet with students online to help them with their assignments. We are also continuing with our Tier 2 intervention program using data from our Star/Renaissance Learning assessments. Intervention plans are continuing to be implemented using IXL, Khan Academy, and other support programs. We ensured that all students who had technology deficits at home were provided what they needed. This included issuing multiple hotspots to families with multiple students enrolled so that they did not have to share. Special education service providers provide modifications and accommodations as well as virtual meetings for students with special education needs, maintaining special education minutes as determined by individual educational plans. We have also modified our grading criteria, holding students harmless during this difficult time. Students have the opportunity to increase their grades from the time of school closure, but the closure will not impact their grades negatively.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Meal service began on the first day of our facility closure. After one week of providing meals via parent pick-up, we notified our families that meal service would be shifted to other area school districts' Summer Food Service Programs. Our staff made personal telephone connections with families to ensure those in need had information regarding locations and times of food availability. We also sent the

Information out through email and posted it at our facilities and on our website. Staff continues to reach out to parents to ensure family meal needs are addressed. There is ongoing communication between our school, Humboldt County Office of Education and other local districts.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Our teachers and counseling staff have reached out to families to inquire about childcare needs. Families who need childcare have been given local community resources, including referrals to Changing Tides. Teachers are working with students and parents with regard to setting up as much of a routine as possible. We continue to check in with families on a regular basis regarding their needs. Community childcare resources have been provided to families through emails and personal communication through our counseling staff.

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.4 Approval of Warrant Distribution Authorization and Certification of Signatures for Humboldt County Office of Education for NU-HCS

**Action Requested:**

Approval

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

Each year the Board approves those authorized to pick up payroll and warrant checks and to commercial check orders drawn on the funds of the district. See attached.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Tammy Picconi

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## CERTIFICATION

This is to certify that the Board of Trustees of the above stated School District passed the following motion at its June 18th, 2020 meeting the following to sign commercial warrants and payroll payment orders as agent of the Board.

“It was moved by \_\_\_\_\_

and seconded by \_\_\_\_\_

that Shari Lovett \_\_\_\_\_ Rosemary Kunkler \_\_\_\_\_

Tammy Picconi \_\_\_\_\_ Kevin Bradley \_\_\_\_\_

Lynda Speck \_\_\_\_\_ Jeff Lanphere \_\_\_\_\_

Be authorized to sign commercial warrants and payroll payment orders as agent of the Board of trustees of the Northern United - Humboldt Charter Schools.

Ayes (Members’ Names): \_\_\_\_\_

\_\_\_\_\_

Noes (Members’ Names): \_\_\_\_\_

\_\_\_\_\_

Motion Carried.”

**Authorized Signatures:**

\_\_\_\_\_

Shari Lovett

\_\_\_\_\_

Tammy Picconi

\_\_\_\_\_

Lynda Speck

\_\_\_\_\_

Rosemary Kunkler

\_\_\_\_\_

Kevin Bradley

\_\_\_\_\_

Jeff Lanphere

\_\_\_\_\_

**Board of Trustees Signatures:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(signed) Clerk, Board of Trustees

05/17/BUS/forms/CS-7

AUTHORIZATION FOR FISCAL YEAR: 20-21

CS-1

DATE: June 18, 2020 SCHOOL DISTRICT Northern United - Humboldt Charter School

### WARRANT DISTRIBUTION AUTHORIZATION

Please complete and return to Humboldt County Office of Education's Business Office.

Please check appropriate box(es).

**PAYROLL**

Will pick up when ready

Names of persons authorized to pick up payroll warrants:

Shari Lovett Lynda Speck

Tammy Picconi

Please list an after hours emergency number: (707) 822-0203

Mail all payroll to: *Individual's Name* \_\_\_\_\_  
(Postage cost to be reimbursed to HCOE)

Other (specify) \_\_\_\_\_

**COMMERCIAL WARRANTS**

Will pick up when ready

Please list emergency number: (707) 822-0203

Courier

Mail all APY warrants to: *Individual's Name* \_\_\_\_\_  
(Postage cost to be reimbursed to HCOE)

Mail all VOL DED warrants to: *Individual's Name* \_\_\_\_\_  
(Postage cost to be reimbursed to HCOE)

Other (specify) \_\_\_\_\_

**DISTRICT AUTHORIZATION**

Superintendent or Trustee Shari Lovett

Return to HCOE Business Office

05/17/BUS/Forms

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.5 Approval of the MOU between NU-HCS and NU-SCS for 2019-2020

**Action Requested:**

Approval

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

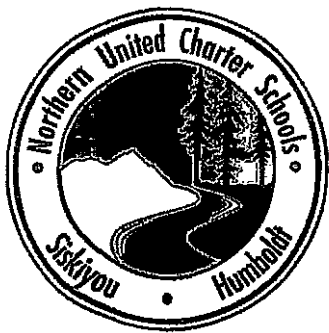
Because NU-HCS and NU-SCS have the same federal tax ID number, the payroll for those employees working for both entities must be completed by one county office. HCOE completed the payroll for these individuals and the individuals were paid by NU-HCS. NU-SCS reimbursed NU-HCS for their share of the cost of these employees.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Tammy Picconi

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# Northern United Charter Schools

*Learning Today, Leading Tomorrow*

2120 Campton Rd, Suite H  
Eureka, California 95503  
Ph#: 707/445-2660  
Fax#: 707/445-2430  
nucharters.org

## School Director

*Shari Lovett*

## Board of Directors

*Jere Cox – President*

*Bianca Garza – Vice President*

*Rosemary Kunkler*

*Jeff Lanphere*

*Kevin Bradley*

## Memorandum of Understanding Between Northern United-Humboldt Charter School And Northern United-Siskiyou Charter School 2019-2020

Northern United-Humboldt Charter School (NU-HCS) and Northern United-Siskiyou Charter School (NU-SCS) share the same federal tax ID number. Therefore, the payroll for employees who work for both schools must be completed through only one school's County Office payroll system.

NU-HCS agrees to run the payroll for these shared employees through Humboldt County Office of Education's payroll system. NU-SCS agrees to reimburse NU-HCS for its portion of the payroll expenditures. These expenditures shall include the appropriate salary percentage of the employee's FTE and applicable payroll benefits (PERS, STRS, FICA, Medicare, Alternate Retirement, Health Benefits, and Workers Comp). The employees included in this MOU, as well as their associated costs, are listed on Attachment A.

NU-HCS will invoice and NU-SCS will reimburse NU-HCS by June 10, 2020. The term of this agreement is from July 1, 2019 through June 30, 2020.

\_\_\_\_\_  
Chairman of the Board  
Northern United Charters Schools

\_\_\_\_\_  
School Director  
Northern United Charter Schools



# Northern United Charter Schools

*Learning Today, Leading Tomorrow*

2120 Campton Rd, Suite H  
 Eureka, California 95503  
 Ph#: 707/445-2660  
 Fax#: 707/445-2430  
 nuarters.org

## School Director

*Shari Lovett*

## Board of Directors

*Jere Cox – President*

*Bianca Garza – Vice President*

*Rosemary Kunkler*

*Jeff Lanphere*

*Kevin Bradley*

## ATTACHMENT A

Qty.	Employee	Position	FTE	Contracted Services
1	Block, Mitch	Psychologist	.10	\$7,858.97
1	Fraser Judith	Learning Record Coordinator	.50	\$21,964.37
1	Kennedy, Roxanne	Registrar	.30	\$21,064.73
1	Lindauer, Asiana	Student Records Technician	.30	\$14,285.88
1	Lovett, Shari	Director	.20	\$30,639.36
1	Miller III, Harold Kirk	Regional Director	.60	\$58,353.48
1	Mueller, Timothy	Director of Technology	.20	\$18,131.04
1	Nakoa, Melissa	Counselor Technician	.20	\$12,117.83
1	Picconi, Tammy	Director of Fiscal Services	.10	\$9,322.61
1	Speck, Lynda	Director of Personnel	.10	\$8,793.53
1	Walsh, Valerie	Director of Special Education	.30	\$27,739.43







Fiscal Year: 2020 v

Pay Calendar: CEMEND      Earn Cycle Fq: 10      DNP: Y      Rel Sys: 01

	First Regular Cycle	Fiscal Year
Total Base Salary:	5,536.00	55,360.00
PERS:	0.00	0.00
STRS:	946.86	9,466.86
ARRS:	0.00	0.00
FICA:	0.00	0.00
Medicare:	80.27	802.70
WComp:	58.47	584.70
SUI:	2.77	27.70
HWP:	1,030.67	12,368.04
Total ER Benefits:	2,116.84	23,229.74
Total ER Cost	7,652.84	78,589.74

0. \*

78,589.74 X  
10. %  
7,859.98 \*



Fiscal Year: 2020 v

Pay Calendar: CEMEND      Earn Cycle Fq: 10      DNP: Y      Ret Sys: 01

	First Regular Cycle	Fiscal Year
Total Base Salary:	<span style="border: 1px solid black; padding: 2px;">2,640.00</span>	26,400.00
PERS:	0.00	0.00
STRS:	451.44	4,514.40
ARS:	0.00	0.00
FICA:	0.00	0.00
Medicare:	37.19	371.90
WComp:	28.16	261.60
SUI:	1.28	12.80
HIV:	<span style="border: 1px solid black; padding: 2px;">1,030.67</span>	12,368.04
<b>Total ER Benefits:</b>	<b>1,546.74</b>	<b>17,528.74</b>
<b>Total ER Cost:</b>	<b>4,186.74</b>	<b>43,928.74</b>

0. \*

43,928.74 x  
50. %  
21,964.37 \*



Fiscal Year: 2020

Pay Calendar: CLMEND      Earn Cycle Fc: 12      DNP: N      Ret Sys: 02

	First Regular Cycle	Fiscal Year
Total Base Salary:	3,750.00	45,000.00
PERS:	739.54	8,874.48
STRS:	0.00	0.00
ARIS:	0.00	0.00
FICA:	232.50	2,790.00
Medicare:	54.38	652.56
WComp:	87.38	508.13
SUI:	1.88	22.58
HW:	1,037.13	12,368.04
Total ER Benefits:	2,152.81	25,215.77
Total ER Cost	5,902.81	70,215.77

0. \*

70,215.77 x

30. %

21,064.74 \*

 Print Page

Fiscal Year: 2020 

Pay Calendar	CLMEND	Earm Cycle Fq	12	DNP:	N	Rat Sys:	18
<b>Total Base Salary:</b>		<b>First Regular Cycle</b>	<span style="border: 1px solid black; padding: 2px;">2,421.60</span>	<b>Fiscal Year</b>	30,544.10		
PERS:		477.57		6,023.63			
STRS:		0.00		0.00			
ARRS:		0.00		0.00			
FICA:		150.14		1,893.74			
Medicare:		35.11		442.89			
WComp:		56.42		343.28			
SUI:		1.21		15.28			
HIV:		<span style="border: 1px solid black; padding: 2px;">0.00</span>		8,356.68			
<b>Total ER Benefits:</b>		<b>720.45</b>		<b>17,075.50</b>			
<b>Total ER Cost</b>		<b>3,142.05</b>		<b>47,619.60</b>			

0. \*  
 47,619.60 x  
 30. %  
 14,285.88 \*



Fiscal Year: 2020

Pay Calendar: CEMEND

Earm Cycle Fq: 12

DNP: N

Ret Sys: 01

	First Regular Cycle	Fiscal Year
Total Base Salary:	9,333.33	117,354.00
PERS:	0.00	0.00
STRS:	1,596.00	20,067.49
ARRS:	0.00	0.00
FICA:	0.00	0.00
Medicare:	135.33	1,701.60
WComp:	217.47	1,319.27
SUI:	4.67	58.68
HWE:	1,364.87	12,695.78
Total ER Benefits:	3,318.34	35,842.82
Total ER Cost	12,651.67	153,196.82

0. \*

153,196.82 X

20. %

30,639.37 \*

Pay Calendar: CEMEND      Exam Cycle Fq: 12      DNP: N      Rat Sys: 01

	First Regular Cycle	Fiscal Year
Total Base Salary:	<u>5,908.33</u>	70,899.96
PERS:	0.00	0.00
STRS:	1,010.32	12,123.84
ARS:	0.00	0.00
FICA:	0.00	0.00
Medicare:	85.67	1,028.04
WComp:	137.66	800.52
SUI:	2.95	35.40
HW:	<u>1,037.13</u>	12,368.04
Total ER Benefits:	2,273.73	26,355.84
Total ER Cost:	8,182.06	97,255.80

0. \*  
 97,255.80 x  
 60. %  
 58,353.48 \*

Pay Calendar:	CLMEND	Earm Cycle Fq:	12	DMP:	N	Ret Sys:	02
Total Base Salary:		First Regular Cycle	<span style="border: 1px solid black; padding: 2px;">5,075.00</span>	Fiscal Year	60,900.00		
	PERS:		1,000.84		12,010.08		
	SIRS:		0.00		0.00		
	ARS:		0.00		0.00		
	FICA:		314.65		3,775.80		
	Medicare:		73.59		883.08		
	WComp:		118.25		687.72		
	SUI:		2.54		30.48		
	HWP:		<span style="border: 1px solid black; padding: 2px;">1,037.13</span>		12,368.04		
	Total ER Benefits:		2,547.00		29,755.20		
	Total ER Cost		7,622.00		90,655.20		

0. \*  
 90,655.20 X  
 20. %  
 18,131.04 \*





Fiscal Year: 2020 v

Pay Calendar: CLMEND      Earn Cycle Fq: 12      DNP: N      Ret Sys: 18

	First Regular Cycle	Fiscal Year
<b>Total Base Salary:</b>	<b>3,293.33</b>	<b>39,519.96</b>
PERS:	649.48	7,793.76
STRS:	0.00	0.00
ARS:	0.00	0.00
FICA:	201.96	2,423.52
Medicare:	47.23	566.76
WComp:	75.90	441.43
SUI:	1.63	19.56
HWT:	825.14	9,824.16
<b>Total ER Benefits:</b>	<b>1,801.34</b>	<b>21,069.19</b>
<b>Total ER Cost:</b>	<b>5,094.67</b>	<b>60,589.15</b>

0. \*

60,589.15 x  
20. %  
12,117.83 \*



Fiscal Year **2020**

Pay Calendar: CLMEND      Earn Cycle Fq: 12      DNP: N      Ret Sys: 02

	First Regular Cycle	Fiscal Year
Total Base Salary:	5,241.67	62,900.04
PERS:	1,033.71	12,404.52
STRS:	0.00	0.00
ARRS:	0.00	0.00
FICA:	324.98	3,899.76
Medicare:	76.00	912.00
WComp:	122.13	710.30
SUI:	2.62	31.44
HWP:	1,037.13	12,368.04
Total ER Benefits:	2,596.57	30,328.06
Total ER Cost:	7,838.24	93,228.10

0. \*  
 93,228.10 x  
 10. %  
 9,322.61 \*



Fiscal Year: 2020

Pay Calendar: CLMEND      Earn Cycle Freq: 12      DNP: N      Rel Sys: 02

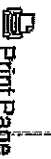
	First Regular Cycle	Fiscal Year
Total Base Salary:	5,075.00	60,900.00
PERS:	1,000.84	12,010.08
STRS:	0.00	0.00
ARS:	0.00	0.00
FICA:	304.61	3,652.26
Medicare:	71.24	854.16
WComp:	114.47	665.18
SUC:	2.46	29.49
HW:	825.14	9,824.16
<b>Total ER Benefits:</b>	<b>2,318.76</b>	<b>27,035.33</b>
<b>Total ER Cost:</b>	<b>7,393.76</b>	<b>87,935.33</b>

0. \*

87,935.33 X

10. %

8,793.54 \*



Fiscal Year:

Pay Calendar: CEMEND      Earn Cycle Fq: 12      DNP: N      Ret Sys: 01

	First Regular Cycle	Fiscal Year
Total Base Salary:	5,408.33	66,900.00
PERS:	0.00	0.00
STRS:	924.82	11,439.94
ARS:	0.00	0.00
FICA:	0.00	0.00
Medicare:	78.42	970.07
WComp:	126.01	753.27
SUI:	2.70	33.46
HW:	1,037.13	12,368.04
Total ER Benefits:	2,169.08	25,564.78
Total ER Cost:	7,577.41	92,464.78

0. \*

92,464.78 x

30. %

27,739.44 \*

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.6 Approval of the Auditor Services for NU-HCS for 2020-2021

**Action Requested:**

Approval

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

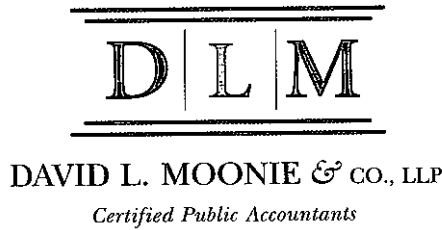
David L. Moonie & Co is the auditing firm we have selected to use for our annual, independent audit. The attached agreement sets forth the understanding of the terms.

**Fiscal Implications:**

\$13,000

**Contact Person/s:** Shari Lovett, Tammy Picconi

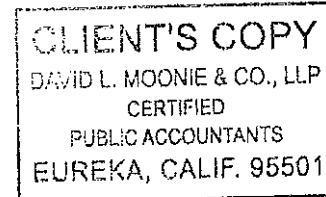
John R. Goff, CPA  
Mark G. Wetzell, CPA  
Michael R. Cline, CPA



Kenneth X. Stringer, CPA  
Aaron S. Weiss, CPA  
Matthew J. Hague, CPA

May 18, 2020

Board of Directors  
c/o Shari Lovett, Director  
Northern United - Humboldt Charter School  
2120 Campton Road, Suite H  
Eureka, California 95503



To the Board of Directors:

We are pleased to confirm our understanding of the services we are to provide for Northern United - Humboldt Charter School (the "School") for the year ended June 30, 2020.

We will audit the financial statements of the School, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows, and the related notes to the financial statements (the financial statements). Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Statement of Revenues, Expenses, and Changes in Net Assets – Budget and Actual
2. Schedule of Average Daily Attendance
3. Schedule of Instructional Time
4. Schedule of Charter Schools
5. Schedule of Financial Trends and Analysis
6. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

Also, the following information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1. Schedule of School Organization

Board of Directors  
c/o Shari Lovett, Director  
Northern United - Humboldt Charter School  
May 18, 2020  
Page 2

We will also prepare the School's federal and state exempt organization tax returns for the fiscal year ended June 30, 2020.

### **Audit Objectives**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the School's financial statements. Our report will be addressed to the board of directors of the School. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the School is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of

Board of Directors  
c/o Shari Lovett, Director  
Northern United - Humboldt Charter School  
May 18, 2020  
Page 3

transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the School or to acts by management or employees acting on behalf of the School. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from the School's attorney as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the School and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial

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Board of Directors  
c/o Shari Lovett, Director  
Northern United - Humboldt Charter School  
May 18, 2020  
Page 4

statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the School's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will prepare the School's federal and state information returns for the year ended June 30, 2020 based on information provided by you. We will also assist in preparing the financial statements and related notes of the School in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

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### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; and (3) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the School from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the School involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the School received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the School complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles.

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Board of Directors  
c/o Shari Lovett, Director  
Northern United - Humboldt Charter School  
May 18, 2020  
Page 6

You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The School is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the tax services, financial statements, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

We will provide copies of our reports to the School, the State Controller's Office, the Humboldt County Office of Education, and the California Department of Education; however, management is responsible for distribution of the reports and the financial

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Board of Directors  
c/o Shari Lovett, Director  
Northern United - Humboldt Charter School  
May 18, 2020  
Page 7

statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of David L. Moonie & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office, the California Department of Education or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of David L. Moonie & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

It is our policy to keep audit documentation related to such engagements for seven years from your fiscal year-end. Upon the expiration of the seven year period we shall be free to destroy our audit documentation without further notice to your School, except if we are aware that a federal or state awarding agency or auditee is contesting an audit finding. In that case we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Mark Wetzel is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We will notify you in a separate letter regarding the timing of our audit field work. We expect to issue our reports no later than December 15, 2020.

Our fee for these audit services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$13,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Billings become delinquent if not paid within 30 days of the invoice date. A finance charge at twelve (12) percent will be assessed on any unpaid balance after deduction of current payments, credits, and allowances made within 60 days of date of billing.

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Board of Directors  
c/o Shari Lovett, Director  
Northern United - Humboldt Charter School  
May 18, 2020  
Page 8

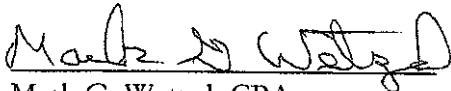
The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also prepare the federal and state exempt organization tax returns for the School for the fiscal year ended June 30, 2020. Our fee for the tax return preparation will be based on the number of hours spent at our standard hourly rates plus any out of pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We appreciate the opportunity to be of service and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated below and return in the envelope provided. A copy is enclosed for your files.

Very truly yours,



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

**SCHOOL'S RESPONSE:**

This letter correctly sets forth the understanding of the Northern United - Humboldt Charter School.

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.7 Approval of the Auditor Services for NU-SCS for 2020-2021

**Action Requested:**

Approval

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

David L. Moonie & Co is the auditing firm we have selected to use for our annual, independent audit. The attached agreement sets forth the understanding of the terms.

**Fiscal Implications:**

\$13,000

**Contact Person/s:** Shari Lovett

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John R. Goff, CPA  
Mark G. Wetzcl, CPA  
Michael R. Cline, CPA

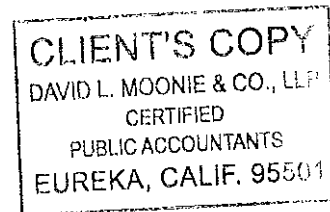


DAVID L. MOONIE & CO., LLP  
*Certified Public Accountants*

Kenneth X. Stringer, CPA  
Aaron S. Weiss, CPA  
Matthew J. Hague, CPA

May 18, 2020

Board of Directors  
c/o Shari Lovett, Director  
Northern United - Siskiyou Charter School  
2120 Campton Road, Suite H  
Eureka, California 95503



To the Board of Directors:

We are pleased to confirm our understanding of the services we are to provide for Northern United - Siskiyou Charter School (the "School") for the year ended June 30, 2020.

We will audit the financial statements of the School, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows, and the related notes to the financial statements (the financial statements). Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Statement of Revenues, Expenses, and Changes in Net Assets – Budget and Actual
2. Schedule of Average Daily Attendance
3. Schedule of Instructional Time
4. Schedule of Charter Schools
5. Schedule of Financial Trends and Analysis
6. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

Also, the following information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1. Schedule of School Organization

Board of Directors  
c/o Shari Lovett, Director  
Northern United - Siskiyou Charter School  
May 18, 2020  
Page 2

We will also prepare the School's federal and state exempt organization tax returns for the fiscal year ended June 30, 2020.

### **Audit Objectives**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the School's financial statements. Our report will be addressed to the board of directors of the School. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the School is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.



Board of Directors  
c/o Shari Lovett, Director  
Northern United - Siskiyou Charter School  
May 18, 2020  
Page 3

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the School or to acts by management or employees acting on behalf of the School. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from the School's attorney as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

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Our audit will include obtaining an understanding of the School and its environment,

Board of Directors  
c/o Shari Lovett, Director  
Northern United - Siskiyou Charter School  
May 18, 2020  
Page 4

including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the School's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will prepare the School's federal and state information returns for the year ended June 30, 2020 based on information provided by you. We will also assist in preparing the financial statements and related notes of the School in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

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### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; and (3) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the School from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the School involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the School received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the School complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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Board of Directors  
c/o Shari Lovett, Director  
Northern United - Siskiyou Charter School  
May 18, 2020  
Page 6

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The School is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the tax services, financial statements, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

We will provide copies of our reports to the School, the State Controller's Office, the Siskiyou County Office of Education, and the California Department of Education;

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Board of Directors  
c/o Shari Lovett, Director  
Northern United - Siskiyou Charter School  
May 18, 2020  
Page 7

however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of David L. Moonie & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office, the California Department of Education or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of David L. Moonie & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

It is our policy to keep audit documentation related to such engagements for seven years from your fiscal year-end. Upon the expiration of the seven year period we shall be free to destroy our audit documentation without further notice to your School, except if we are aware that a federal or state awarding agency or auditee is contesting an audit finding. In that case we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Mark Wetzel is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We will notify you in a separate letter regarding the timing of our audit field work. We expect to issue our reports no later than December 15, 2020.

Our fee for these audit services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$13,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Billings become delinquent if not paid within 30 days of the invoice date. A finance charge at twelve (12) percent will be assessed on any unpaid balance after deduction of current payments, credits, and allowances made within 60 days of date of billing.

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Board of Directors  
c/o Shari Lovett, Director  
Northern United - Siskiyou Charter School  
May 18, 2020  
Page 8

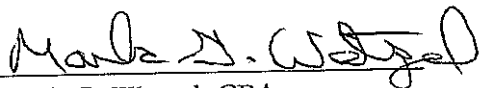
The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will also prepare the federal and state exempt organization tax returns for the School for the fiscal year ended June 30, 2020. Our fee for the tax return preparation will be based on the number of hours spent at our standard hourly rates plus any out of pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We appreciate the opportunity to be of service and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated below and return in the envelope provided. A copy is enclosed for your files.

Very truly yours,



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

**SCHOOL'S RESPONSE:**

This letter correctly sets forth the understanding of the Northern United - Siskiyou Charter School.

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.8 Approval of the Lease Agreement for 210 Lindley Road, Petrolia 2020-2021

**Action Requested:**

Approval

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

Each year the Board approves the facility leases.

**Fiscal Implications:**

\$6000

**Contact Person/s:** Shari Lovett

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## LEASE AGREEMENT

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FOR

**210 LINDLEY ROAD, PETROLIA, CA 95558**

**1. BASIC PROVISIONS**

**1.1 Parties.** This Lease Agreement (“**Lease**”) is made and entered into as of February \_\_, 2017, which date is for reference purposes only, by and between the HADLEY RANCH (“**Lessor**”), and Northern United CHARTER SCHOOLS, a California public charter school (“**Lessee**”). Lessee and Lessor are hereinafter collectively referred to as the “**Parties**” or individually as a “**Party**.”

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

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

**1.4 Term.** This Lease shall be effective upon the date of its execution, but its term shall be for the period of **July 1, 2020 (“Commencement Date”)** and ending on **June 30, 2021 (“Expiration Date”)** subject to early occupancy, as set forth in Section 3 of this Lease.

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

FIVE HUNDRED DOLLARS (\$500).

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

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



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

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

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

## 2. PREMISES

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

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

## 3. OCCUPANCY

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

**3.2 [RESERVED]**

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

**4. [RESERVED]**

**5. TAXES**

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

**6. UTILITIES**

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

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

**6.3 Utilities Expense.** Lessee shall pay all separately billed utilities and services, including without limitation, telecommunications, Internet, gas, electricity, fire panel fees, security alarm, and refuse collection used in connection with the Premises.

7. REPAIRS AND MAINTENANCE

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

8. [RESERVED]

9. INDEMNIFICATION AND INSURANCE

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

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

causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. Lessor's obligation shall not extend to any liability caused by the negligence or willful misconduct of the Lessee.

### **9.3 [RESERVED]**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **10. ESTOPPEL CERTIFICATES**

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

## **11. SUBORDINATION AND QUIET ENJOYMENT**

**11.1 Subordination.** This Lease and the rights of Lessee hereunder are expressly subordinate and subject to the lien of any mortgage, deed of trust, or other voluntary hypothecation now or hereafter encumbering the premises or any land, building or improvements included therein, or of which the premises are a part, or any portions thereof. Lessee hereby covenants and agrees without the necessity of any further action whatsoever to subordinate in writing all of its beneficial and legal right, title and interest in and to this Lease to any deed of trust or mortgage encumbrance at any time now or in the future in any way affecting the premises or any portion thereof. Lessee shall execute and deliver to Lessor such documents and take such further action as Lessor in their sole and absolute discretion deem necessary or advisable to effect or maintain such subordination within ten (10) days after written request of Lessor or such beneficiary or mortgagee to do so.

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

**12. NOTICES**

**12.1 Lessee's Notification Address.**

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

Northern United Charter Schools  
2120 Campton Rd, Suite 1  
Eureka, CA. 95503  
Telephone: (707) 445-2660  
Fax: (707) 445-2430

**12.2 Lessor's Notification Address.**

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

**13. BREACH BY LESSOR**

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

**13.2 Lessee's Right to Cure Lessor's Default and Deduct Cost.** Except as provided to the contrary in this Lease, if Lessee provides notice to Lessor of Lessor's failure to perform any of its obligations under this Lease and Lessor fails to provide such action as required by the terms of this Lease within the thirty (30) day period specified, Lessee may take the required action if: (a) Lessee delivers to Lessor an additional written notice advising Lessor that Lessee intends to take the required action if Lessor does not begin the required action within ten (10) days after the written notice; and (b) Lessor fails to begin the required action within this ten (10) day period. Lessor shall reimburse Lessee

for all reasonable costs incurred in performing the required action within ten (10) business days after receipt of an invoice for same.

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

#### **14. BREACH BY LESSEE**

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

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

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

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

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

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

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

(ii) the worth at the time of award of the amount by which the unpaid Rent which

would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;

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

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

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

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

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

15. [RESERVED]

16. MISCELLANEOUS

16.1 **Non-Waiver.** No waiver of any provision of this Lease shall be implied by



any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

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

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

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

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

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

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

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

**16.9 Surrender.** Lessee shall, after the last day of the term of any extension thereof or upon any earlier termination of such term, surrender and yield up to Lessor the Premises in good order, condition and state of repair, reasonable wear and tear excepted. Lessee shall be required to: (a) remove the Building; (b) remove any trade fixtures installed prior to or during the term of this Lease or any extension thereof; (c) remove Lessee's personal property and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, and (d) implement repairs to the Premises caused by removal of same.

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

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

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

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

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

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

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

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

this Lease.

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

**LESSEE**

**HADLEY RANCH**

**NORTHERN UNITED CHARTER SCHOOLS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR**

**Agenda Item 5.**  
**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.9 Approval of the Lease Agreement for 2120 Campton Rd, Cutten 2020-2021

**Action Requested:**

Approval

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

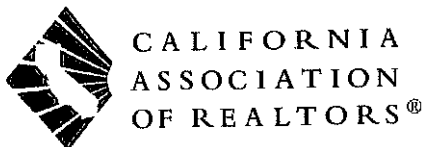
Each year the Board approves the facility leases.

**Fiscal Implications:**

\$63,456

**Contact Person/s:** Shari Lovett

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CALIFORNIA ASSOCIATION OF REALTORS®
COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): June 4, 2020

Campton Place
Northern Unified Charter Schools

(“Landlord”) and (“Tenant”) agree as follows:

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

2. TERM: The term begins on (date) August 1, 2020 (“Commencement Date”), (Check A or B):

[X] A. Lease: and shall terminate on (date) July 31, 2022 at 5 AM [X] PM. Any holding over after the term of this agreement expires, with Landlord’s consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

[ ] B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

[ ] C. RENEWAL OR EXTENSION TERMS: See attached addendum

3. BASE RENT:

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

[X] (1) \$5,288.00 per month, for the term of the agreement.
[ ] (2) \$ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers (“CPI”) for (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

[ ] (3) \$ per month for the period commencing and ending and \$ per month for the period commencing and ending and \$ per month for the period commencing and ending

[ ] (4) In accordance with the attached rent schedule.

[ ] (5) Other:

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

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

4. RENT:

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

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

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

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

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

6. SECURITY DEPOSIT:

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

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

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

Landlord’s Initials ( )

[Handwritten signature]

Tenant’s Initials ( ) ( )



7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>08/01/2020</u> To <u>08/31/2020</u> Date Date	\$ <u>5,288.00</u>	\$ _____	\$ <u>5,288.00</u>	<u>08/01/2020</u>
B. Security Deposit	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>	\$ _____	
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	
E. Total	\$ <u>7,288.00</u>	\$ <u>2,000.00</u>	\$ <u>5,288.00</u>	

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

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

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

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

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

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

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

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

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

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

17. MAINTENANCE:  
A. Tenant  (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  (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials ( ) (ML)

Tenant's Initials ( ) ( )

- 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 ( ) \_\_\_\_\_ Tenant's Initials ( ) ( ) \_\_\_\_\_



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises  has, or  has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises  has, or  has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. **DISPUTE RESOLUTION:**
  - A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
  - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions. (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."** **"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials	Tenant's Initials
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Landlord's Initials ( ) *MW* Tenant's Initials ( ) ( ) ( )





- 36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

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

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

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

- 38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
- 39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
- 40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** *One of the principals of Campton Plaza, Landlord, is a licensed Real Estate Broker in the state of California.*

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

- 41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
- 42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
- 43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
- 44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent: Coldwell Banker Cutten Realty (Print Firm Name) is the agent of (check one):  
 the Landlord exclusively; or  both the Tenant and Landlord.  
 Selling Agent: Coldwell Banker Cutten Realty (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):  
 the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.  
 Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials ( ) JMW

Tenant's Initials ( ) ( ) ( )



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

Tenant
Shari Lovett, Director
(Print name)
Address 2120 Campton Rd., Suite G City Eureka State CA Zip 95503

Tenant
(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 City State Zip
Telephone Fax E-mail

Landlord agrees to rent the Premises on the above terms and conditions.
Landlord (owner or agent with authority to enter into this agreement) Campton Plaza by C. Lundblade
Address 2120 Campton Rd. Suite C City Eureka State CA Zip 95503-8209

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

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

Real Estate Broker (Leasing Firm) Coldwell Banker Cutten Realty
By (Agent) Mech Wahlund DRE Lic. #
Date
Address City State Zip
Telephone Fax E-mail

Real Estate Broker (Listing Firm) Coldwell Banker Cutten Realty
By (Agent) John M. Wahlund DRE Lic. # 01388859
Date
Address 2120 Campton Rd. Suite C City Eureka State CA Zip 95503
Telephone Fax E-mail

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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 June 4, 2020 in which Campton Plaza by C. Lundblade, Campton Plaza by John Wahlund and Shari Lovett, Director is referred to as "Landlord" and 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 [X] 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 [X] 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 to the Premises are the responsibility of Tenant, [ ] Landlord, [ ] Other

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Print name) Shari Lovett, Director

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Print name) \_\_\_\_\_

Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Landlord (Print name) Campton Plaza by C. Lundblade

Landlord (Signature) [Handwritten Signature] Date 6-5-20

Landlord (Print name) Campton Plaza by John Wahlund

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Reviewed by \_\_\_\_\_



**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.10 Approval of the Lease Agreement for 2020 Campton Rd, Cutten 2020-2021

**Action Requested:**

Approval

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

Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services.

**Fiscal Implications:**

\$60,000

**Contact Person/s:** Shari Lovett

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## LEASE

This Lease ("Lease") is entered into as of June <sup>3<sup>rd</sup></sup>, 2020 between Northern United – Humboldt Charter School ("Tenant") and Cutten Community Church ("Landlord").

### Recitals

A. Landlord is the owner of real property located at 2020 Campton Road, Eureka, California, and the improvements located on the real property (collectively, "Property").

B. Tenant desires to lease from Landlord and Landlord desires to lease to Tenant a portion of three buildings which includes classrooms, restrooms, gymnasium, offices, fellowship hall with kitchen and playground area as shown on the site plan of the Property attached as *Exhibit A* ("Leased Premises").

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

### Section 1. Lease of Premises.

Landlord leases to Tenant and Tenant leases from Landlord approximately 11,937 Square Feet (+/-), collectively the Tower classroom area (2,560 sf), Gymnasium (2,560 sf), Fellowship Hall (3,880 sf), the Annex 1<sup>st</sup> floor (1,162 sf) and the Annex 2<sup>nd</sup> floor (1,775 sf), known as the Premises, on the terms and conditions set forth in this Lease.

### Section 2. Use.

Tenant agrees to use the Leased Premises for the purpose of operating its charter school and resource center and for no other use.

- The Leased Premises shall be used Monday through Thursday from 7:30AM through 5PM and the classroom areas shall be used on Fridays during intermittent times for instructor planning, provided that the intermittent use on Fridays do not infringe or interfere with the quiet enjoyment of the Church.
- Tenant and Landlord recognize that each party will be using the gymnasium, playground area and Fellowship Hall (including the kitchen) cooperatively, but on separate days and times. The Tenant shall have exclusive use of their classrooms, office and storage rooms, but Landlord shall be permitted to use downstairs classrooms in the Annex on Sundays.

### Section 3. Term.

The term of this Lease shall be for a period of two (2) years, commencing on July 1, 2020 and unless terminated sooner in accordance with this Lease, ending on June 30, 2022 (Term). The Tenant and Landlord have an existing Facility Use Agreement which will expire on June 30, 2020. Both parties agree to complete the existing terms and conditions and will then begin this Lease on July 1, 2020.

Lease Cancellation: At any time during the lease term, if the Tenant is notified by the Humboldt County Office of Education (HCOE) that they will need to vacate the Premises for one of the following conditions, the Tenant shall have the right to cancel this Lease with 60-day written notice to the Landlord: 1) a use permit for the Premises is not obtainable by the Humboldt County Planning Department; 2) the Premises does not meet the standards of an 'E' occupancy (educational) as determined by the Humboldt County Planning or Building Departments; or 3) the Premises is required to have ADA (Americans with Disabilities Act) access and / or restrooms. The Tenant shall continue to pay its rent, utilities and adhere to the lease conditions during the 60-day notice period. The Tenant must deliver the written notice

from the HCOE to the Landlord in order to confirm the cancellation. Landlord shall have the option to correct the condition(s) during the 60-day notice period in order to satisfy the HCOE and continue the Lease. If Landlord cannot correct the condition(s), then this Lease shall be cancelled at the end of the 60-day notice period.

#### **Section 4. Rent.**

- (a) Tenant shall pay to Landlord during the Term of this Lease as monthly rental for the Leased Premises as stated below, which shall be paid in advance on the first day of each calendar month ("Monthly Rent"). Should the Term commence on a date other than the first day of a calendar month, Tenant shall pay Monthly Rent for the fractional month on a per diem basis (calculated on the basis of a thirty (30) day month) until the first day of the month, and thereafter the Monthly Rent shall be paid in equal monthly installments on the first day of each and every month in advance.

July 1, 2020 through June 30, 2022      \$5,000 per month

- (b) All rental to be paid by Tenant to Landlord shall be paid without deduction or offset, prior notice or demand at the address designated in Section 28. Tenant agrees that if any payment of rent is not made within seven (7) days of its due date, Tenant agrees to pay Landlord a five percent (5%) late charge.

#### **Section 5. Personal Property Taxes.**

During the Term, Tenant shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Leased Premises prior to delinquency.

#### **Section 6. Parking and Common Areas.**

(a) Landlord covenants that the common areas and the parking areas of the Property shall be available for the nonexclusive use of Tenant during the full Term of this Lease or any extension of the Term. Landlord reserves the right to change the entrances, exits, traffic lanes, and the boundaries and locations of the parking area. This agreement provides for reciprocal easements and restrictions pertaining to the common and parking areas, and the provisions of this agreement shall prevail.

(b) During each parties respective use of the parking and common areas, both the Landlord and Tenant shall keep the parking and common areas in a neat, clean, and orderly condition. Furthermore, both parties agree to keep the ADA parking spaces clear of any equipment in order to have the ADA spaces available for patrons use. Landlord shall keep the Premises' exterior properly lighted and landscaped, and shall repair any damage to their facilities, unless any of the damage is caused by Tenant.

(c) Tenant, in the use of the common and parking areas, agrees to comply with the reasonable rules and regulations as Landlord may adopt from time to time for the orderly and proper operation of the common and parking areas.

#### **Section 7. Uses Prohibited.**

Tenant shall not use, nor permit the Leased Premises, nor any part of the Leased Premises, to be used for any purpose other than the purpose set forth in Section 2. No use shall be made or permitted to be made of the Leased Premises, nor acts done, that will increase the existing rate of insurance upon the Property (once this rate is established), or cause a cancellation of any insurance policy covering the Property. No sub-tenancy shall be commenced without the advance written consent of Landlord, which consent shall not be unreasonably withheld. Tenant agrees that Landlord may reasonably withhold its consent to a

sub tenancy that involves a subtenant whose social or business activities are anathema to the mission and purposes of Landlord.

### **Section 8. Alterations.**

Tenant shall not make or suffer to be made, any alterations of the Leased Premises, or any part of the Leased Premises, without the prior written consent of Landlord, and any additions to, or alterations of, the Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Landlord. Any alterations shall be in conformance with the requirements of all municipal, state, and federal authorities.

### **Section 9. Construction-Related Accessibility Standards.**

The Premises has not been inspected by a Certified Access Specialist (CASp). Any repairs or modifications necessary to correct violations of constructed-related accessibility standards delivered by a governmental entity are the responsibility of the Landlord. The Landlord shall answer the government violation under its own authority and work directly with the respective agency in order to provide a feasible plan, both financially and scheduling, in order to complete the repairs or modifications.

### **Section 10. Maintenance, Repairs and Supplies.**

- (a) Tenant shall be responsible for the maintenance and repair of the Premises including flooring, interior walls, interior paint, interior light fixtures, plumbing fixtures (toilets and sinks), heating filters, doors and windows. Tenant shall be responsible for its own janitorial supplies, including but not limited to, all necessary paper products, hand soaps and sanitizers, trash bags, cleaning supplies and any other related supply items.

Tenant shall also at Tenant's sole cost be responsible for any alterations or improvements to the Leased Premises necessitated as a result of the requirement of any municipal, state, or federal authority, but only as to the Tenant's 'use' of the Premises. For instance, ADA improvements or earthquake retrofit standards are not the Tenant's responsibility. By entering into the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises as being in good and sanitary order, condition, and repair, and Tenant agrees on the last day of the Term or on sooner termination of this Lease to surrender the Leased Premises with appurtenances, in the same condition as when received, reasonable use and wear excepted.

- (b) Landlord shall be responsible for the maintenance and repair of the roof and gutter systems, exterior walls (including lights and lighting systems), building structure, plumbing (unless Tenant is directly responsible for clogged plumbing lines), electrical wiring that is above the interior ceiling, below the floor or within the interior walls, heating system, parking lot and sidewalks as necessary to maintain the Premises in good and sanitary order.

### **Section 11. Lease Guidelines for Tenant and Landlord**

Tenant and Landlord agree to each of the following guideline items noted below:

- a) In the storage area at the far end of the Fellowship Hall (with the double sliding doors): do not stack tables or other items in front of the shelving containing toys.
- b) The Landlord will be utilizing the Fellowship Hall for Sunday School activities and will be putting up posters on the walls, please leave in place.
- c) Each party will be responsible for their own refreshment supplies: coffee, tea, creamers, sweeteners, napkins and plastic utensils.
- d) Wipe down the lunchroom tables in the Fellowship Hall after each activity.

- e) Clean the Fellowship Hall bathrooms: Tenant will clean on Thursdays and Landlord will clean on Sundays.
- f) Thoroughly clean the kitchen, put away all dishes in the drain rack, sanitize the counters and mop: Tenant will clean on Thursdays and Landlord will clean on Sundays.
- g) The coat rack in the Fellowship Hall will be stored in an area acceptable to both parties.
- h) Sweep the floor of the Fellowship Hall following special projects or art activities.
- i) Following assembly activities or meetings, both parties will return table and chair configuration to the normal 10 tables with 6 chairs per table.
- j) Pick up trash and personal items in the parking lot after each use (i.e. recess or outside activities).
- k) Empty exterior school trash containers on a weekly basis regardless if it is full or not.
- l) Turn off lights when not in use.

### **Section 12. Landlord's Insurance.**

Landlord shall maintain fire and extended coverage, and at Landlord's option, earthquake insurance, throughout the Term together with other insurance as may be required by Landlord's lender or by any governmental agency. Tenant waives any right of recovery from Landlord, Landlord's officers and employees, and Landlord waives any right of recovery from Tenant, Tenant's officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement.

### **Section 13. Tenant's Insurance.**

(a) During the entire Term of this Lease, Tenant shall, at Tenant's sole cost, but for the mutual benefit of Landlord and Tenant, maintain general public liability insurance against claims for personal injury, death, or property damage occurring in or about the Leased Premises. The limitation of liability of this insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate and to the limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) with respect to property damage. All policies of insurance shall be issued in the name of Tenant, with Landlord listed as an additional insured, and certificates of this insurance or copies of policies shall be delivered to Landlord within ten (10) days of this date. All insurance policies shall contain a provision, that a thirty (30) day prior written notice of any cancellation shall be given to Landlord and Tenant before the effective date of cancellation. Tenant agrees to provide plate glass insurance.

(b) Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, waives all claims against Landlord for damage to goods, and personal property, in, upon, or about the Premises.

### **Section 14. Free From Liens.**

Tenant shall keep the Leased Premises and the Property free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant.

### **Section 15. Abandonment.**

Tenant shall not vacate or abandon the Leased Premises at any time during the Term except for holiday and summer breaks; and if Tenant shall abandon, vacate, or surrender the Leased Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall, at the option of Landlord, be deemed abandoned. Abandonment shall be defined as the Tenant leaving or discontinuing the use of the Premises for a period of more than 30 days, except for holiday and summer breaks.

Tenant Initials: JK

Landlord Initials: WJ



In the event the Tenant leaves or discontinues the use of the Premises for more than 30 days, except for holiday and summer breaks, Tenant shall notify the Landlord.

### Section 16. Utilities.

Tenant shall pay its proportionate share of charges for water, sewer, natural gas, electricity, trash, recycling and any other services of utilities used for the Leased Premises. Throughout the lease term, Tenant shall reimburse Landlord for Tenant's cost of utilities from August 1<sup>st</sup> through May 31<sup>st</sup> as follows:

- Electric and Natural Gas:      Tenant = 66.6%      Landlord = 33.3%
- Water and Sewer:              Tenant = 75%      Landlord = 25%
- Trash and Recycling:          Tenant = 75%      Landlord = 25%

Throughout the lease term, Tenant shall reimburse Landlord for Tenant's cost of utilities from June 1<sup>st</sup> through July 31<sup>st</sup> as follows:

- Electric and Natural Gas:      Tenant = 10%      Landlord = 90%
- Water and Sewer:              Tenant = 10%      Landlord = 90%
- Trash and Recycling:          Tenant = 10%      Landlord = 90%

### Section 17. Entry.

Subject to 24-hour prior notice to Tenant, Tenant shall permit Landlord and Landlord's agents to enter into and upon the Leased Premises at all reasonable times to inspect them or to maintain the building in which the Leased Premises are situated, or for making repairs. Tenant shall permit Landlord, at any time within sixty (60) days prior to the expiration of this Lease, to place upon the Leased Premises any usual or ordinary "For Lease" signs, and during the sixty (60) day period Landlord or Landlord's agents may, during normal business hours, enter upon the Leased Premises and exhibit them to prospective Tenants.

### Section 18. Damage and Destruction.

(a) Landlord shall make necessary repairs upon the occurrence of either:

(i) partial destruction of the Leased Premises or the building containing the Leased Premises during the Term, requiring repairs to either the Leased Premises or the building, or

(ii) declaration of the Leased Premises or the building containing the Leased Premises as unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use, or occupation, which declaration requires repairs either to the Leased Premises or the building.

No partial destruction, including any destruction necessary to make repairs required by any declaration made by any public authority, shall in any way void this Lease except that Tenant shall be entitled to a proportionate reduction of Monthly Rent while these repairs are being made, this proportionate reduction to be based upon the extent to which the making of these repairs shall interfere with the business carried on by Tenant in the Leased Premises.

Tenant Initials:     *SL*    

Landlord Initials:     *WJ*

Tenant is requesting the same termination rights under 'Damage and Destruction' with the same 25% terms below.

(b) However, if the building in which the Leased Premises is located is damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five percent (25%) of its then replacement cost (including foundations), Landlord may within thirty (30) days following the date the damage occurs elect not to repair the damage and terminate this Lease by written notice to Tenant.

If Landlord elects to make the repairs, and provided Landlord uses due diligence in making the repairs, this Lease shall continue in full force, and the Monthly Rent shall be proportionately reduced as provided in this Lease. If Landlord elects to terminate this Lease, all rentals shall be prorated between Landlord and Tenant as of the date of destruction.

Additionally, if the Leased Premises is damaged as a result of fire or any other insured casualty to an extent in excess of twenty-five percent (25%) of its then replacement cost (including foundations), Tenant may within thirty (30) days following the date of the damage occurs elect to terminate this Lease by written notice to Landlord.

(c) Tenant waives any statutory right to cancel this Lease due to partial or total destruction, unless the partial destruction is under twenty-five percent (25%) of its then replacement cost (including foundations), that Landlord is obligated to repair or may elect to repair under this Section 19.

#### **Section 19. Assignment and Subletting.**

Tenant shall not assign this Lease, or any interest in this Lease, and shall not sublet the Leased Premises or any part of them, or any right or privilege appurtenant to them, or permit any other person other than the agents and servants of Tenant to occupy or use the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

#### **Section 20. Default.**

(a) Each of the following shall constitute an event of default ("Event of Default") under this Lease:

(i) if Tenant fails to make any payment required by the provisions of this Lease, when due;

(ii) if Tenant fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;

(iii) if Landlord fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;

(iv) if Tenant abandons the Leased Premises before the end of the Term; or

(v) if all or substantially all of Tenant's assets shall be placed in the hands of a receiver or trustee and if this receivership or trusteeship continues for a period of thirty (30) days, or should Tenant make an assignment for the benefit of creditors, or be adjudicated bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act in which Tenant seeks to be adjudicated bankrupt, or seeks to be discharged of debts, or should any voluntary proceeding be filed against this Tenant under the bankruptcy laws and Tenant consents to it and acquiesces by pleading or default.

(b) Upon the occurrence of an Event of Default, Landlord and Tenant shall have the right at any time afterwards to elect to terminate the Lease. Upon Tenant default and termination, Landlord shall have the right to recover against 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 for the balance of the Term; and

(c) Efforts by each Landlord and Tenant may make to mitigate the damages caused by Tenant's or Landlord's breach of this Lease shall not constitute a waiver of Landlord's or Tenant's right to recover damages against Tenant or Landlord, nor shall anything contained in this Lease affect Landlord's or Tenant's right to indemnification against Tenant or Landlord for any liability arising prior to the termination of this Lease for personal injuries or property damage, and each party agrees to indemnify and hold one another harmless from any injuries and damages, including all reasonable attorney fees and costs incurred by either party in defending any action brought against one another for any recovery, and in enforcing the terms and provisions of this indemnification against each party.

(d) However, the breach of this Lease by Tenant or Landlord, or an abandonment of the Leased Premises by Tenant, shall not constitute a termination of this Lease, nor of Tenant's right of possession under this Lease, unless and until Landlord or Tenant elects to do so, and if applicable, until that time Landlord shall have the right to recover rent and all other payments to be made by Tenant under this Lease as they become due; provided, that until Landlord or Tenant elects to terminate this Lease, Tenant shall have the right to sublet the Leased Premises or to assign interests in this Lease, or both, subject only to the written consent of Landlord, which consent shall not be unreasonably withheld.

#### **Section 21. Attorney Fees.**

If either Landlord or Tenant shall commence any legal proceedings against the other with respect to any of the terms and conditions of this Lease the nonprevailing party shall pay to the other all expenses of the litigation, including reasonable attorney fees as may be fixed by the court having jurisdiction over the matter. The parties agree that Humboldt County, State of California is the proper jurisdiction for litigation of any matters relating to this Lease, and service sent by certified mail to the address of the parties set forth in this Lease shall be adequate service for this litigation.

#### **Section 22. Holding Over.**

Any holding over after the expiration of the Term, with the consent of Landlord, shall be construed to be a tenancy from month-to-month, cancellable upon thirty (30) days' written notice, and a rental and upon terms and conditions as existing during the last year of the Term.

#### **Section 23. Notices.**

Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to the other, this notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and forwarded by certified mail, addressed as follows:

If to Landlord: Cutten Community Church  
2020 Campton Road  
Eureka, CA 95503

If to Tenant: Northern United – Humboldt Charter School  
2120 Campton Road, Suite I  
Eureka, CA 95503

**Section 24. Force Majeure.**

If either party shall be delayed or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated, performance of this act shall be excused for the period of the deal and the period for the performance of any act shall be extended for a period equivalent to the period of the delay; provided, however, nothing in this Section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be provided elsewhere in this Lease.

**Section 25. Condemnation.**

If a condemnation or a transfer in lieu thereof occurs on all or any portion of the Leased Premises, Landlord or Tenant may, upon written notice given within thirty (30) days after the taking or transfer in lieu thereof, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, , any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures, and relocation expenses.

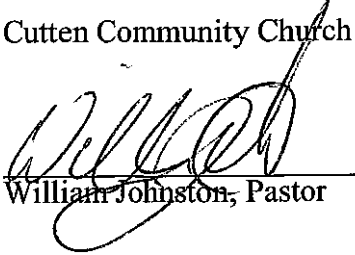
**Section 26. Governing Law**

This lease shall be governed by and construed in accordance with the laws of the State of California.

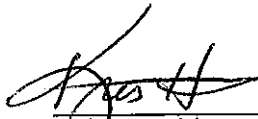
Signature page to follow

**LANDLORD**

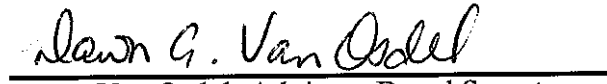
Cutten Community Church

  
\_\_\_\_\_  
William Johnston, Pastor

6/3/2020  
Date

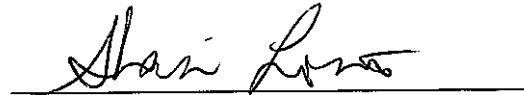
  
\_\_\_\_\_  
Kris Hutchinson, Advisory Board  
Bookkeeper

6/3/2020  
Date

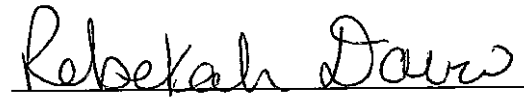
  
\_\_\_\_\_  
Dawn Van Osdel, Advisory Board Secretary  
06.02.2020  
Date

**TENANT**

Northern United – Humboldt Charter School

  
\_\_\_\_\_  
Shari Lovett, School Director

6/3/2020  
Date

  
\_\_\_\_\_  
Rebekah Davis, Regional Director

6-3-2020  
Date

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.11 Approval of the Lease Agreement for 1124 Pine Grove Drive, Mt Shasta 2020-2021

**Action Requested:**

Approval

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

Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services.

**Fiscal Implications:**

\$31,800

**Contact Person/s:** Shari Lovett

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## California Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective July 01, 2020, 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.

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 ORIGINAL 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, 2020 and ending JUNE 30, 2021. 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 \$2,650.00 per month, Each payment shall be due in advance of the FIFTH (5<sup>th</sup>) 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 two (2) day grace period for late payments. Any payments received after the SEVENTH (7<sup>th</sup>) day of the month shall be charged a late fee of \$100. 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. The theatre space may be used on occasion with prior notice given to landlord. Repairs of shared appliances in the kitchen and bathrooms will be the financial responsibility of both parties and such expenses will be shared 50/50 with between landlord and tenant. Landlord agrees to pay for and install a door/gate to separate the classroom area from the theatre space. Tenant agrees to take responsibility for the lack of carpet in the classrooms after walls have been removed per tenant's request.

## **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.

Landlord agrees to repair holes at the base of the schoolhouse to ensure that wildlife does not nest there. Landlord also agrees to address any issues brought forth by tenant in a timely manner if at all possible.

## **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

Landlord shall pay for garbage (one shared can), Pacific Power and Propane for the main building. Tenant shall be responsible for heating the schoolhouse and paying for fuel for the monitor heater within. Both parties shall revisit this portion of the lease if and when utility bills show an increase of charges under normal conditions. Tenant agrees to use the utilities only when needed. Landlord may ask for reimbursement for excess use, outside the normal use noted from previous seasons.

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

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If to Tenant to:

NORTHERN UNITED - SISKIYOU CHARTER SCHOOL

2120 Campton Rd., Suite H, Eureka, CA 95503

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease** .

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings**.

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

25. **Successors**.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent**.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance**.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. **Compliance with Law** .

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. **Agreed Terms Regarding Cleaning & Care of Outdoor Spaces**

Tenant shall be responsible for cleaning bathrooms and kitchen areas after use. Landlord agrees to take responsibility for such cleaning after landlord's use. Landlord will split the cost of bathroom cleaning 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 defining 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**.

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This Agreement shall be governed, construed and interpreted by, through and under the Laws

of the State of California.

**32. Covid-19 Mutual Understanding.**

It is understood and agreed to by both parties that IF Covid-19 creates a budget cut for the Tenant, that the Landlord and Tenant will come together at that time to discuss the possibility of rent reduction and/or trade. This discussion will NOT alter the lease terms. However, this contract will be open to negotiation by both parties if such budget cuts occur.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

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May 21, 2020

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**Wendy James - Landlord**

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**Northern United - Siskiyou Charter School - Tenant**

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.12 Approval of Lease Agreement for 427 Alder St., Mt. Shasta 2020-2021

**Action Requested:**

Approval

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

Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services.

**Fiscal Implications:**

\$30,000

**Contact Person/s:** Shari Lovett, Kirk Miller



Date (For reference only): May 22, 2019

Shasta Summit Properties ("Landlord") and  
Northern United/Siskiyou Charter School ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 427 Alder Street (AP# 057-192-070) ("Premises"), which comprise approximately 100.000 % 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) June 1, 2019 ("Commencement Date"), (Check A or B):

- A.** Lease: and shall terminate on (date) June 30, 2020 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 \_\_\_\_\_

3. **BASE RENT:**

- A.** Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
  - (1) \$2,500.00 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) Shasta Summit Properties at (address) 320 Chestnut Street Mount Shasta, CA 96067, 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 June 1, 2019

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

6. **SECURITY DEPOSIT:**

- A.** Tenant agrees to pay Landlord \$5,000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:)  If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
- B.** All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
- C.** No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (e) \_\_\_\_\_

X Tenant's Initials (J) \_\_\_\_\_



7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>06/01/2019</u> To <u>06/30/2019</u> Date Date	\$ 2,500.00	\$	\$ 2,500.00	
B. Security Deposit	\$ 5,000.00	\$	\$ 5,000.00	
C. Other: _____ Category	\$	\$	\$	
D. Other: _____ Category	\$	\$	\$	
E. Total:	\$ 7,500.00	\$	\$ 7,500.00	

8. **PARKING:** Tenant is entitled to Parking Lot 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: inside of premises only. 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, \$100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: \_\_\_\_\_  
Items listed as exceptions shall be dealt with in the following manner: Tenants and Property manager shall examine the property prior to occupancy and determine the condition of subject property in writing.

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

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

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

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 The Tenant shall be responsible for maintaining interior plumbing fixtures and heating and air conditioning units at tenants costs.

Landlord's Initials we

Tenant's Initials JK

C. REVISED 12/15 (PAGE 2 OF 8)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)



*Rosamaria*  
*we*  
*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 fuel tanks shall be filled to level upon occupancy.

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 [Signature]

Tenant's Initials [Signature]



~~30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to~~

~~Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.~~

31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.

32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgage, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.

33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises  has, or  has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises  has, or  has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. **DISPUTE RESOLUTION:**

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

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

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

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

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

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

Landlord's Initials [Signature] Tenant's Initials [Signature]  
X Tenant's Initials [Signature]

Landlord's Initials

CL REVISED 12/15 (PAGE 4 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)



~~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: Shasta Summit Properties  
\_\_\_\_\_  
\_\_\_\_\_

Tenant: Northern United  
423 S. Broadway  
Yreka  
\_\_\_\_\_  
\_\_\_\_\_

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: No students shall be allowed in basement area and agents and owners shall be held harmless if any accidents occur.  
\_\_\_\_\_  
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The following ATTACHED supplements/exhibits are incorporated in this agreement:  Option Agreement (C.A.R. Form OA)

- 41. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
- 42. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
- 43. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
- 44. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:  
Listing Agent: \_\_\_\_\_ (Print Firm Name) is the agent of (check one):  
 the Landlord exclusively; or  both the Tenant and Landlord.  
Selling Agent: Shasta Summit Properties (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 (R) ( )

Tenant's Initials X (N) ( )



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.

X Tenant Mo L Date 6/3/19

Northern United/Siskiyou Charter School  
(Print name)  
Address 423 S. Broadway City Yreka State \_\_\_\_\_ Zip \_\_\_\_\_

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) \_\_\_\_\_ Date \_\_\_\_\_  
Guarantor \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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

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

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) Shasta Summit Properties DRE Lic. # 00932251  
By (Agent) Paul Engstrom DRE Lic. # 00932251 Date 5-30-19  
Address 320 Chestnut Street City Mt. Shasta State Ca Zip 96067  
Telephone (530)926-1038 Fax (530)926-2256 E-mail rentals@shastasummitproperties.com

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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The following terms and conditions are hereby incorporated in and made a part of the Residential Lease  other \_\_\_\_\_ ("Lease"),

dated May 22, 2019, on property known as 427 Alder St  
Mount Shasta, CA 96067-2306 ("Premises"),

in which Northern United/Siskiyou Charter School is referred to as ("Tenant")  
and Shasta Summit Properties is referred to as ("Landlord").

**Note to Landlord: If the Premises are subject to any rent increase cap under any state or local law, Landlord is strongly advised to seek counsel from a qualified California real estate lawyer, who is familiar with the law where the property is located, prior to using this form to modify any of the existing terms of the Lease.**

The terms of the tenancy are changed as follows. Unless otherwise provided, the change shall take effect on the date the Lease was scheduled to terminate.

1. **EXTENSION OF TERM:** The scheduled termination date is extended to June 30, 2021 (Date).
2. Rent shall be \$ \_\_\_\_\_ per month.
3. Security deposit shall be increased by \$ \_\_\_\_\_.
4.  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC) is attached and incorporated into the Lease.
5. **ADDITIONAL TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By signing below, Tenant and Landlord acknowledge that each has read, understands, and received a copy of and agrees to the terms of this Extension of Lease.**


Tenant Northern United/Siskiyou Charter School Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord   
Shasta Summit Properties Date 6-1-20

Landlord \_\_\_\_\_ Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.13 Approval of Lease Agreement for 423 S. Broadway, Yreka for 2020-2021

**Action Requested:**

Approval

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

Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services.

**Fiscal Implications:**

\$34,200

**Contact Person/s:** Shari Lovett, Kirk Miller

## COMMERCIAL LEASE AGREEMENT

Silverhart Building  
423 S. Broadway  
Yreka, CA 96097

Date: 1 June 2020

Bob Stone ("Landlord") and Northern United Siskiyou Charter School ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 423 S. Broadway, Yreka, CA 96097 ("Premises"), which comprise approximately 85% of the total square footage of rentable space in the entire property. See exhibit A for a further description of the Premises.
2. **TERM:** The term shall be for one (1) year and -0- months, beginning on 1 July 2020 ("Commencement Date"). (Check A or B)
  - A. Lease:** and shall terminate on 30 June 2021 at 5:00  AM  PM  
Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
  - B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.
  - C. RENEWAL OR EXTENSION TERMS:** Provided Tenant is not in default nor has never been in default hereunder and the lease has not theretofore been terminated, there is hereby granted to the Tenant an Option to Renew this lease for an additional term of one (1) year with terms and conditions the same as terms and conditions in this lease, with CPI adjustments as shown in paragraph 3A(2). Tenant shall notify Landlord 90 days prior to expiration of lease of Tenant's intent to renew.

### 3. BASE RENT:

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

(1) \$2,850.00 per month, for the term of the agreement.

(2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing on the 13<sup>th</sup> month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for U.S. City Average. (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

(3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_.

(4) In accordance with the attached rent schedule.

(5) Other:

B. Base Rent is payable in advance on or before the **1st day** of each calendar month, and is delinquent on the **10th day**.

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

### 4. RENT:

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

B. Payment: Rent shall be paid to Bob Stone at P.O.BOX 601, Yreka, Ca 96097, or at any other location specified by Landlord in writing to Tenant.

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

### 5. EARLY POSSESSION: Tenant is entitled to possession of the Premises upon signing of lease & paying 1<sup>st</sup> months rent and deposit.

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

### 6. SECURITY DEPOSIT:

A. Tenant agrees to pay Landlord -0- as a security deposit. Tenant agrees not to hold Broker responsible for its return.

(IF CHECKED:)  If Base rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.**

If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining

portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 21 days after the Landlord received possession.  
C. No interest will be paid on security deposit, unless required by local ordinance.

7. PAYMENTS:

TOTAL DUE

A. Rent: From 1 July 2019 to 30 June 2020	\$2,850.00
Date 1 July 2020      Date 30 June 2021	
B. Security Deposit .....	\$-0-
C. Other: _____	\$ _____
D. Other _____	\$ _____
E. Total .....	\$34,200.00

8. PARKING: Tenant is entitled to 9 unreserved parking spaces in the north parking lot. The right to parking  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, the parking rental fee shall be an additional \$\_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted. Tenant is responsible for snow removal.

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

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 150.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

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

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

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

14. PROPERTY OPERATING EXPENSES:

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

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

15. USE: The Premises are for the sole use as learning center.

No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

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

17. MAINTENANCE:



A. Landlord shall professionally maintain the heating and air conditioning. Tenant shall professionally maintain electrical, plumbing, windows and doors in operable and safe condition. If Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord shall maintain the roof, foundation, exterior walls, and common areas.

18. ALTERATIONS: Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.

19. GOVERNMENT IMPOSED ALTERATIONS: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.

20. ENTRY: Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.

21. SIGNS: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or  \_\_\_\_\_) day period preceding the termination of the agreement.

22. SUBLETTING/ASSIGNMENT: Tenant shall not sublet or encumber all or any part of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.

23. POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refund all Rent and security deposit paid.

24. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys 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 the Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.

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

27. HAZARDOUS MATERIALS: Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any cleanup of any contamination caused by Tenant.

- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in the amount of not less than \$ 1,000,000.00. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Tenant is advised to carry business interruption insurance in an amount of at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgement that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or **the date of recording**.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **DISPUTE RESOLUTION:**
  - A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
  - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
  - (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
  - (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is

presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

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

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

Landlord's Initials \_\_\_\_\_ / \_\_\_\_\_ Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_

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

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

Landlord: _____	Tenant: _____
Robert Stone	Northern United Siskiyou Charter School
P.O Box 601	
Yreka, CA 96097	2120 Compton Road, Ste. 1 Eureka, CA 95503

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

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

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

39. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

Landlord shall continue to pay water and sewer charges. However, if they increase substantially, tenant shall pay a prorated share of water and sewer charges.

The following ATTACHED supplements/exhibits are incorporated in this agreement: \_\_\_\_\_

40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

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

42. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

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

Premises: 423 S Broadway 1 June 2020

Listing Agent \_\_\_\_\_ (Print Firm Name) is the agency of (check one):

the Landlord exclusively; or  both the Tenant and Landlord.

Selling Agent: \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent) is the agent one (check one):

the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

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

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

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Landlord *[Signature]* Date 5-18-2020  
(Owner or agent with authority to enter into this agreement)

Address P.O. Box 601 City YREKA State CA Zip 96097

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

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.14 Approval of Lease Agreement for 505 S. Broadway, Yreka 2020-2021

**Action Requested:**

Approval

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

Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services.

**Fiscal Implications:**

\$36,000

**Contact Person/s:** Shari Lovett, Kirk Miller

## LEASE

THIS LEASE is entered into as of this 1<sup>st</sup> day of June/2020, by and between Golden Arrow Investments, LLC a California limited liability company hereinafter ("LESSOR") and Northern United - Siskiyou Charter School hereinafter ("LESSEE").

### RECITALS

A. LESSOR is the owner of the Premises located in the City of Yreka, County of Siskiyou, State of California, commonly known as 505 S. Broadway Yreka, California, which comprises approximately 5100 square feet ("the Premises"). Ina luded both buildings. Lessor - No upstairs in use; Lessor can use upstairs office

B. LESSEE desires to lease the Premises from LESSOR and LESSOR desires to lease the Premises to LESSEE upon the terms, conditions and covenants as hereinafter set forth.

### WITNESSETH

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

1. **TERM**. The initial term of this Lease shall be for a period of 1 yr. and 0 months. The initial term shall commence on July 1<sup>st</sup> 2020 ("the Commencement Date"). The lease will automatically terminate on June 30<sup>th</sup> 2021 ("the Termination Date").

#### 2. **RENT**

##### 2.1 **Base Rent**

Commencing June 1<sup>st</sup> 2020 and continuing for the remainder of the lease term, rent shall be three thousand Dollars (\$ 3000. -) per month. Rent shall be due on the last day of the month preceding the month for which rent is due. Rent for July 1, 2020 is due upon signing of this Lease in addition to the security deposit identified in Section 2.2 herein.

##### 2.2 **Late Charge**

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

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

### 2.3 Security Deposit

Upon execution of this lease and prior to this Lease becoming effective, LESSEE shall pay to LESSOR a security deposit in the amount of \$ 500 in addition to the prepayment of rent identified in Section 2.1 herein. The deposit shall be held by LESSOR as security for the faithful performance by LESSEE of all provisions of the Lease. If LESSEE fails to pay rent or other sums due under this Lease or defaults with respect to any provision of this Lease, LESSOR may use, apply or retain all or any portion of the deposit for the payment of rent or other sums in default, for the payment of any sums to which LESSOR may become obligated because of LESSEE'S default, or to compensate LESSOR for any loss or damage that LESSOR may suffer because of the LESSEE'S actions. LESSOR shall not be obligated to keep the deposit separate from LESSOR'S general accounts nor shall LESSEE be entitled to any interest on the deposit while in LESSOR'S possession, custody or control.

### 2.4 No Waiver

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

## 3. USE

### 3.1 Use of Premises

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

### 3.2 Compliance with Law

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

## 4. REPAIRS AND MAINTENANCE

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

5. ALTERATIONS AND TITLE TO IMPROVEMENTS

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

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

6. LESSEE'S TRADE EQUIPMENT

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

7. UTILITIES

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

8. INSURANCE

8.1 Liability Insurance

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



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

### 8.2 Property Insurance

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

### 8.3 Insurance Policies

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

### 8.4 Insurance Lapse

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

## 9. DAMAGE OR DESTRUCTION

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

## 10. PREMISES AND PERSONAL PROPERTY TAXES

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

## 10.1 Definition of "Premises" Taxes

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

## 11. CONDEMNATION

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

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

## 12. ASSIGNMENT AND SUBLETTING

### 12.1 Prohibition

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

### 12.2 No Waiver

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

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

### 12.3 Required Information

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

### 12.4 Lessor's Rights

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

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

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

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

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

### 12.5 ASSUMPTION

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

### 13. LESSOR'S ACCESS TO PREMISES

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

14. SURRENDER OF PREMISES

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

15. DEFAULTS; REMEDIES

15.1 Defaults

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

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

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

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

15.2 REMEDIES FOR DEFAULT BY LESSEE

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

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

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

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

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

16. NOTICES

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

TO LESSOR AT: Todd Whipple / *member* *Todd Whipple*  
*Golden Arrow LLC* *5317 Schulmeyer & Gutch Rd*  
*Yreka CA 96097*  
*(530) 598-7366 cell*

\* TO LESSEE AT: *Kirk Miller*  
*423 S. Broadway*  
*Yreka CA 96097* *(530) 842-4509 v 29 office*  
17. GENERAL PROVISION *(530) 925-1463 Cell*

17.1 Successors and Assigns

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

17.2 Severability

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

17.3 Captions

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

17.4 Incorporation of Prior Agreements: Amendments

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

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

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

LESSOR: Golden Arrow Investments LLC LESSEE:

Todd W. Whipple Trustee  
Todd W. Whipple,  
Title: Member

Stacey R. Whipple Trustee  
Stacey R. Whipple  
Title: Member

By: \_\_\_\_\_  
School Director / Title President  
Northern United-Siskiyou Charter School  
2120 Campton Rd., Suite H  
Eureka, CA 95503

By: \_\_\_\_\_  
134  
Title: Secretary / Treasurer

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
*Golden Arrow Investments LLC*

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**4** Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
*5317 Schulmeyer Gulch Rd*

**6** City, state, and ZIP code  
*Yuba CA 96097*

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
8	3	-	3	9	7	0	9	8	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person *[Signature]* Date *5/13/2020*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/irb](http://www.irs.gov/irb).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Agenda Item 5.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

5.15 Approval of Director's Contract 2020-2021

**Action Requested:**

Approval

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

The School Director's contract is negotiated in closed session but must be approved in open session. The contract is for one year. The salary is \$117,354. The health and welfare benefits are the same \$12,368 cap received by all other full-time staff.

**Fiscal Implications:**

\$117,354

**Contact Person/s:** Shari Lovett

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*Northern United Charter Schools  
School Director Contract*

This Employment Contract ("Contract") is by and between Shari Lovett ("School Director") and the Governing Board ("Board") of the Northern United Charter Schools ("Charter Schools").

NOW, THEREFORE, Board offers, and School Director accepts, employment as Charter Schools School Director.

FURTHERMORE, in consideration of the foregoing and of the terms and conditions set forth herein, Board and School Director hereto agree as follows:

**Contract Term**

1. Board employs School Director commencing on July 1, 2020 and ending on June 30, 2021, unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein or by law.

**Work Year and Hours of Work**

2. School Director shall render 220 days of full and regular service to Charter Schools during the annual period covered by this agreement. It is understood that the demands of the position of School Director may require more than eight (8) hours a day. School Director is not entitled to receive overtime compensation.

**Compensation**

3. School Director is employed as a full time employee of Charter Schools with an annual salary of one hundred seventeen thousand three hundred fifty-four dollars (\$117,354.00). The annual salary shall be payable monthly on the last day of each month, in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be \$533.43.
4. If the certificated staff receive a salary increase, the annual salary of the Director shall be increased an averaged percentage of that received by certificated staff. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Contract shall not constitute the creation of a new contract or extend the termination date of the Contract.

## **Fringe Benefits**

### Medical, Dental and Vision Insurance

5. During his or her employment under the Contract, School Director may select any medical, dental, and vision plan available to other certificated employees within Charter Schools. School Director shall be responsible for any employee contribution of the plan selected.

### Retirement Contribution

6. School Director is responsible for his or her share of contributions to CalSTRS.

### Stipends

7. School Director shall receive a Master's Degree stipend of \$550 per year.

## **Work Related Expenses**

### Reimbursement for work related expenses

8. Charter Schools shall reimburse School Director for all documented ordinary and necessary expenses, including mileage reimbursement, incurred relative to employment as School Director and consistent with Board policies, regulations, and guidelines applicable to other certificated employees.

### Professional Dues

9. Charter Schools shall pay School Director's annual dues to the Association of California School Administrators (ACSA).

## **Leaves**

10. School Director shall accrue illness leave at the rate of 12 days per year.

## **Professional Development**

11. Charter Schools shall provide the release time and related expenses for School Director to participate in operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations, and other professional development programs.

### **General Duties**

12. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, School Director shall be the Chief Executive Officer of Charter Schools.
13. School Director shall competently perform all services, duties, and obligations required by (i) the Contract, (ii) applicable laws and regulations, (iii) Board rules, regulations, and policies and as otherwise directed by Board. School Director may delegate his or her duties to a responsible Charter Schools employee at School Director's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.
14. School Director shall have primary responsibility for the management of all Charter Schools affairs. In carrying out his or her duties, School Director shall provide educational leadership to Charter Schools and make student learning and student success his or her highest priorities. School Director shall endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.
15. School Director shall be responsible for the operations of Charter Schools, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.
16. For any time period during which at least one Charter Schools facility is open and School Director is unavailable, School Director shall appoint a responsible Charter Schools employee to temporarily fulfill School Director's duties and, when doing so, shall notify Board President.

### **Administrative and Board-Related Duties**

17. School Director shall establish and maintain positive community, staff, and Board relations.
18. School Director shall attend every Board meeting unless ill, a personal emergency or out of town on school business. If missing a Board meeting, School Director shall notify the Board President in advance.
19. School Director shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.
20. School Director shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board.

School Director will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.

21. School Director shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.
22. As permitted by any applicable law including, but not limited to, the Brown Act, School Director shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board and/or Charter Schools.
23. School Director shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.
24. School Director shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out Charter Schools programs.
25. Annually, School Director shall prepare and submit a recommended Charter Schools budget and LCAP to Board, with supporting financial information, as well as stakeholder input, to assist Board in approving a sound budget and LCAP.
26. School Director shall enter into contracts for and on behalf of Charter Schools, subject to Board approval or ratification as required by law.
27. School Director shall have such other duties properly delegated to him or her by Board policies or by other Board actions.

#### **Personnel Duties**

28. School Director shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by School Director, Board may authorize School Director to employ personnel without Board approval.
29. As required by Education Code Section 35035, and subject to the approval of Board, School Director is responsible for assigning all Charter Schools employees employed in positions requiring certification qualifications. He or she shall also be responsible to periodically evaluate or cause to be evaluated all Charter Schools employees.

### **External Relation Duties**

30. School Director shall represent Charter Schools before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about Charter Schools activities, needs, and results.
31. School Director will act as the primary liaison with the local, state, and federal agencies and elected representatives.
32. School Director is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraph 8 of the Contract.
33. School Director shall regularly report to Board on all external relations activities.

### **Other Duties**

#### Driver's License

34. School Director is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

#### Additional Duties

35. School Director shall carry out all lawful activities as directed by Board from time to time.

### **Evaluation**

36. Board shall evaluate School Director in each year, utilizing the process set forth in Paragraphs 37 through 43 inclusive.
37. During the August board meeting of each year, the Board and School Director shall meet to establish and write Charter Schools goals for that school year based on Board and School Director recommendation and the LCAP.
38. At the September board meeting of each year, the School Director will provide the Board with an action plan for the purpose of meeting the Charter Schools goals. Progress on these goals will be addressed at each board meeting.
39. At the April board meeting of each year, School Director shall provide Board with an annual report regarding the state of the progress on Charter Schools goals.

40. At the April board meeting of each year, School Director shall present Board with a written self-evaluation. The self-evaluation shall be a narrative based on progress on Charter Schools goals.
41. Prior to June 30 of each year, and after receiving School Director's state of progress on Charter Schools goals report and self-evaluation, each of the following shall occur:
- Each Board member shall individually provide evaluation feedback to the Board President;
  - Board will devote a portion of at least one (1) meeting to a discussion and evaluation of School Director's performance, including the working relationship between School Director and Board and the School Director's performance of duties detailed in this contract and in board policies.
  - Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.
  - Board President will meet with School Director to discuss the evaluation. School Director will have an opportunity to respond to the evaluation.
42. The evaluation of School Director by Board and School Director's response will be in writing and placed in a sealed envelope in School Director's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to School Director.
43. Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate School Director shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 45 through 55, inclusive. Failure of Board to evaluate School Director shall constitute a positive evaluation.

#### **Contract Renewal or Extension**

44. There shall be no renewal or extension of the Contract. Should the Board desire the School Director to continue as School Director beyond the term of the Contract, the Parties shall negotiate and execute a new contract. Before the end of January, 2021, Board shall inform School Director of Board's intention to continue her employment beyond the end of the current term. At that time the School Director will also inform the board of her intention to continue her employment as School Director after the end of the current term. Such statements of intention noted here do not preclude the terms set forth below for notice and termination.

## **Contract Non-Renewal**

### **Notice**

45. Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to School Director, at least forty-five (45) days prior to the end of the Contract, as required pursuant to Education Code Section 35031.

### **Termination for Cause**

46. Notwithstanding any other provision of the Contract, School Director may be terminated for cause prior to the expiration of the Contract, for any of the following:

- Failure by School Director to possess or maintain a valid California Administrative Credential
- Suspension or revocation of School Director's California Administrative Credential
- Neglect of Duty
- Physical or mental inability of School Director to perform his or her duties
- Material breach of the Contract
- Any other legally permissible reason

47. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to Charter Schools. Conduct that is seriously detrimental to Charter Schools includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to Charter Schools, unprofessional conduct, or incompetence. School Director acknowledges that he or she is Charter Schools most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent Charter Schools with integrity and high ethical standards, School Director shall avoid professional or personal situations that might reflect negatively on School Director, Charter Schools, or Board.

48. Prior to terminating School Director for cause, Board shall give School Director thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until School Director has had an opportunity to meet with Board to be heard by way of explanation, defense, or a

showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after School Director is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. School Director's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

49. Any decision to terminate School Director for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to School Director. In the event that School Director is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and School Director shall not be entitled to any further benefit under the Contract including, but not limited to, the benefits described in Paragraphs 3 through 9, inclusive.
50. A determination as to whether cause exists to terminate School Director shall always be at the sole discretion of Board.

#### **Termination without Cause**

51. Notwithstanding any other provision of the Contract, Board shall have the right to terminate School Director without cause at any time before its normal expiration. If Board terminates School Director without cause before its normal expiration, it shall pay to School Director his or her base salary and medical/dental/vision and other benefits provided under the Contract for either an amount equal to the monthly salary of School Director multiplied by the number of months left on the unexpired term of the Contract or (ii) an amount equal to the monthly salary of School Director multiplied by twelve (12), whichever is less.
52. The compensation set forth in Paragraph 51 shall be the only compensation of any kind which shall be due to School Director if School Director is terminated without cause by Board.

#### **Termination by Mutual Consent**

53. Notwithstanding any other provision of the Contract, Board and School Director may, by mutual consent, terminate the Contract before its expiration. Termination by mutual consent ceases any obligation the Charter Schools has under the contract to pay School Director a salary, health and welfare benefits, or any cash settlement whatsoever.

#### **Cash Settlements**

54. If the Contract is terminated, the maximum cash settlement that School Director may receive shall either (i) an amount equal to the monthly salary of School Director multiplied



by the number of months left on the unexpired term of the Contract or (ii) an amount equal to the monthly salary of School Director multiplied by twelve (12), whichever is less. This paragraph is set forth herein because it is required by subdivision (a) of Government Code Section 53260 but the Parties agree that it shall be superseded by the provisions set forth in Paragraphs 46 through 50 in the event that School Director is terminated for cause or by the limitations set for in Paragraphs 51 and 52 in the event that School Director is terminated without cause.

### **Termination by Death**

55. The Contract shall terminate immediately upon the death of School Director and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

### **School Director Indemnification**

56. Charter Schools shall include School Director as a named insured in its liability and errors and omissions insurance policies.

57. Charter Schools shall, to the full extent permitted by law, defend, hold harmless, and indemnify School Director from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal capacity or in his or her official capacity as an agent and/or employee of Charter Schools, provided that the incident arose while School Director was acting on matters related to his or her employment with Charter Schools.

58. In no event will any individual Board member be personally liable for indemnifying School Director.

### **General Provisions**

#### **Full and Complete Contract**

59. The Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by School Director and Board President or designee after Board approval.

#### **Entire Contract**

60. The Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and School Director.

### Applicable Laws

61. Except as modified by the express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

### Construction

62. The Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

### Delivery of Notices

63. All notices permitted or required under the Contract shall be given to School Director at the following address: 2311 Fickle Hill Road, Arcata, CA 95521  
Charter Schools at the following address: 2120 Campton Road, Suite H, Eureka, CA 95503

64. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### Headings

65. The headings of sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.

### Attorney's Fees

66. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

### Severability

67. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

### **Abuse of Office**

68. If School Director is convicted of a crime involving abuse of his or her office, School Director shall reimburse Charter Schools for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.
69. Pursuant to Government Code Section 53243.2, any funds received by School Director from Charter Schools resulting from Board's decision to terminate School Director without cause pursuant to Paragraphs 51 and 52, inclusive, shall be fully reimbursed to Charter Schools if School Director is convicted of a crime involving the abuse of his or her powers of office. If Charter Schools funds the criminal defense of School Director against charges involving the abuse of his or her office or position, and School Director is then convicted of those charges, School Director shall fully reimburse Charter Schools for all Charter Schools funds paid for School Director's criminal defense.

### **Governing Law and Venue**

70. The Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving Humboldt County, State of California.

### **No Assignment**

71. School Director may not assign or transfer any rights granted or obligations assumed in the Contract.

### **Conflict with Board Policies**

72. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

IN WITNESS, we affix our signatures to the Contract as the full and complete understanding of the relationships between the parties.

On Behalf of the GOVERNING BOARD OF THE NORTHERN UNITED CHARTER SCHOOLS:

\_\_\_\_\_  
Name, Board President

\_\_\_\_\_  
Signature, Board President

\_\_\_\_\_  
Date

I, \_\_\_\_\_, accept Board's offer of employment and agree to comply with the Contract and fulfill all of the duties required herein as School Director of the Northern United Charter Schools.

\_\_\_\_\_  
Signature, School Director

\_\_\_\_\_  
Date

**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 6/6/2020  
NU-Humboldt Charter School - 401  
NU-Siskiyou Charter School - 164

Attendance as of 6/8/2020:  
NU-Humboldt Charter School - 97.26%  
NU-Siskiyou Charter School - 90.70%

**Fiscal Implications:**

To be determined.

**Contact Person/s:** Shari Lovett, Lynda Speck

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

NORTHERN UNITED-HUMBOLDT CHARTER SCHOOL				NORTHERN UNITED-SISKIYOU CHARTER SCHOOL			
Date Range	End Enroll	ADA Enroll	% ADA	Date Range	End Enroll	ADA Enroll	% ADA
08/26-9/20	379	366.26	96.49%	08/26-9/20	135	130.26	98.80%
09/23-10/18	380	367.6	96.58%	09/23-10/18	145	133.25	92.95%
10/21-11/15	391	370.79	96.48%	10/21-11/15	149	137.26	92.06%
11/18-12/13	395	378.6	95.86%	11/18-12/13	152	140	91.62%
12/16-01/24	388	380.53	96.74%	12/16-01/24	149	144.37	93.43%
01/27-02/21	397	385.07	97.37%	01/27-02/21	159	148.8	94.38%
02/24-03/20	401	388.5	97.26%	02/24-03/20	164	147.35	90.70%
03/23/-04/17				03/23/-04/17			
04/20-05/15				04/20-05/15			
05/18-06/12				05/18-06/12			
Year Overall	401	388.5	97.26%	Year Overall	164	147.35	90.70%

**Agenda Item 6.**  
**REPORTS**

**Subject:**

6.2 Director's Report

**Action Requested:**

Information

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

Each month the Director will update the Board on the state of the schools.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett

**Agenda Item 6.**  
**REPORTS**

**Subject:**

6.3 Northern United - Humboldt Charter School Report

**Action Requested:**

Information

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

Each month staff will give an update on NU-HCS events and programs. Please see attached.

**Fiscal Implications:**

None

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

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Northern United - Humboldt Charter School  
Board Report  
6-18-2020

**What's happening Schoolwide?**

- A. Even with Covid-19 restrictions, NU-HCS has been able to acknowledge our students and their accomplishments this school year.
    - a. 8th grade graduation- CLC hosted the 8th grade graduation on Tuesday, June 9th at 3pm. It was a sweet ceremony where the families were in their vehicles. It was a success, and the families were appreciative of the ceremony.
    - b. High school ceremony- ELC is hosting the high school graduation on Wednesday, June 10th. The families will be in vehicles.
    - c. Some teachers have hosted end- of-the-year Zoom celebrations as well: Rebecca Greta had a K promotion over Zoom and Trevor Kerr had an awards ceremony over Zoom for his 2nd and 3rd graders.
    - d. Our counselor, Wendy Kerr, has visited students with many teachers and delivered report cards and awards.
  - B. Now that Reopening Guidelines have been released, Staff can start making plans to reopen in the fall. A few things we are working on: temperature checks upon entry to campus, social distancing- due to space, we may need to have a staggered schedule or rotating days, staff will wear masks/shields (optional for students), and setting up a frequent hand washing routine.
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**Agenda Item 6.**  
**REPORTS**

**Subject:**

6.4 Northern United - Siskiyou Charter School Report

**Action Requested:**

Information

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

Each month staff will give an update on NU-SCS events and programs. Please see attached.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Kirk Miller

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## NU-Siskiyou Regional Director Board Report 6/11/20

In **Mt Shasta**, a tragic event occurred on Sunday, May 31st. One of our elementary students at Pine Grove died in a hiking accident. He was in 4th grade and was 10 years old. His teacher was Andrea Marchyok. The staff, parents, and friends in the community have rallied around the family and are doing an exemplary job of offering support. A meal train has been organized by a parent of one of our other students. Our counselor, psychologist, and other staff organized a Zoom meeting with other Pine Grove students and parents during which they shared stories about Phoenix, paid tribute to what a great kid he was and how loved he was. Our team made it clear that they were available to help students process grief.

In **Yreka**, Zoom classes ended on May 28th. Teachers are in the process of gathering assignments from students, completing portfolios and report cards, and working with families who are returning to get enrollment paperwork for next year completed.

Our teacher in **Happy Camp** is also wrapping up her independent study work with her three students. Two of her students are graduating this semester.

The graduation video was posted on our school's website Friday evening. It took many hours to put together, and I could not have done it without the help of many of our students and staff. Lindsey Nemeck was especially helpful in rallying our students to show up for filming sessions, organizing graduation meetings, and being a good sounding board for ideas about how this could all work.

In our center staff meetings this week we are continuing our discussion about what reopening next year could look like for us. We are also going to be looking at ways to effectively use our remaining grant funds to provide for the supplies we will need to reopen with social distancing and other procedures to limit the spread of the virus.

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**Agenda Item 6.**  
**REPORTS**

**Subject:**

6.5 Board Report

**Action Requested:**

Information

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

Each month the Board may give a report related to the governance of the schools.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Jere Cox

**Agenda Item 7.**  
**NEXT BOARD MEETING**

**Subject:**

7.1 Possible 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: NU-SCS budget, COVID-19 Operations Written Report for NU-SCS, EPA Resolution and Expenditure Plan for NU-SCS

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett, Jere Cox

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**Agenda Item 7.**  
**NEXT BOARD MEETING**

**Subject:**

7.2 Next Board Meeting Date: June 25, 2020

**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**

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