

**August 18, 2022 4:00pm**

**Agenda Item 1.**

**CALL TO ORDER/AGENDA**

**Subject:**

1.1 Pledge of Allegiance

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

**Action Requested:**

1.1 None

1.2 Adopt the Agenda

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

1.2 A trustee, administrator or a member of the public may request that an item be removed from the agenda or the order of the agenda be changed at the pleasure of the Board. Agenda items may be added to the agenda if an "emergency situation" exists or "immediate action" is needed.

**Fiscal Implications:**

None

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

**Agenda Item 2.**

**OPEN SESSION BEFORE CLOSED SESSION**

**Subject:**

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

2.2 Closed Session Open Hearing

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

2.3 Adjourn to Closed Session

The Board will adjourn to closed session pursuant to Government Code 54950 - 54962. Closed Session attendees will include: Board members; Shari Lovett, Director.

2.3.1. Public Employee Discipline/Dismissal Release (§ 54957)

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

**3. RECONVENE IN OPEN SESSION**

3.1 Report of Action Taken During Closed Session

**Agenda Item 4.**

**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:**

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

**Action Requested:**

Approval

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

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

**Fiscal Implications:**

Warrants: NU-Humboldt Charter School - \$47,643.00

Payroll: NU-Humboldt Charter School - \$77,407.23

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

Checks Dated 07/01/2022 through 07/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000174497	07/07/2022	CAMPTON PLAZA	62-5612	JULY 2022 RENT		5,625.00
3000174498	07/07/2022	CITI CARDS	62-4310	ACCT ENDING 7461	144.64	
			62-4351	ACCT ENDING 7461	718.58	
			62-4393	ACCT ENDING 7461	138.40	
			62-4710	ACCT ENDING 7461	1,768.64	
			62-5209	ACCT ENDING 7461	215.40	2,985.66
3000174499	07/07/2022	CUTTEN COMMUNITY CHURCH	62-5520	INV JULY 2022	709.52	
			62-5530	INV JULY 2022	509.82	
			62-5560	INV JULY 2022	384.72	1,604.06
3000174500	07/07/2022	CUTTEN COMMUNITY CHURCH	62-5612	JULY 2022 RENT		5,000.00
3000174501	07/07/2022	DAGGETT, PETER JAY	62-5612	JULY 2022 RENT		3,800.00
3000174502	07/07/2022	DOMINICK, JENNIFER	62-5800	INV 0002		90.00
3000174503	07/07/2022	HADLEY RANCH	62-5612	JULY 2022 RENT		500.00
3000174504	07/07/2022	JIVE COMMUNICATIONS	62-5909	INV IN7101272460		495.88
3000174505	07/07/2022	KERR, TREVOR	62-5201	PBL TRAINING AND MILEAGE	304.20	
			62-5209	PBL ACCOMMODATIONS	929.10	1,233.30
3000174506	07/07/2022	KGK RENTALS LLC	62-5612	JULY 2022 RENT AND PROPERTY TAXES		5,226.10
3000174507	07/07/2022	NU-SCS	62-5800	INV 063022		4,901.00
3000174508	07/07/2022	P G & E	62-5520	ACCT 2300268867-1	136.58	
				ACCT 5685337056-9	609.88	746.46
3000174509	07/07/2022	SPEECH LANGUAGE HEARING SERV	62-5800	INV 1268	190.00	
				INV 1269	180.00	370.00
3000174510	07/07/2022	VALLEY PACIFIC PETROLEUM SERV	62-4364	INV CL 22-513535		1,170.70
3000175464	07/20/2022	AT&T	62-5909	ACCT 70782256614080		498.68
3000175465	07/20/2022	AT&T	62-5909	ACCT 287287933630		23.50
3000175466	07/20/2022	CITY OF ARCATA	62-5530	ACCT 020753-000	79.35	
				ACCT 020753-001	79.35	158.70
3000175467	07/20/2022	FRONTIER COMMUNICATIONS	62-5909	ACCT 70762933711005168		105.98
3000175468	07/20/2022	GREAT AMERICAN FINANCIAL SERV	62-5637	INV 31985795		443.12
3000175469	07/20/2022	H.C.S.D.	62-5530	ACCT 023252-000		153.25
3000175470	07/20/2022	KERR, WENDY	62-4310	CTE APPLICATION		309.00
3000175471	07/20/2022	LINDE, CRYSTAL	62-5201	PBL CONF EXPENSES	311.10	
			62-5209	PBL CONF EXPENSES	893.76	1,204.86
3000175472	07/20/2022	PHELAN-SHAHIN, LAURA	62-5800	INV 00000012		800.00
3000175473	07/20/2022	RECOLOGY HUMBOLDT COUNTY	62-5560	ACCT 061316769		116.72
3000175474	07/20/2022	SUDDENLINK	62-5922	ACCT 07715117089010		606.52
3000175475	07/20/2022	TCI BRINGS LEARNING ALIVE	62-4312	INV89236		318.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Checks Dated 07/01/2022 through 07/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000175476	07/20/2022	YM&C LAW OFFICES	62-5207	PERSONNEL UNIVERSITY		900.00
3000176093	07/27/2022	AT&T	62-5909	ACCT 70726889825332		238.05
3000176094	07/27/2022	Kerr, Wendy	62-5209	AVID ROOMS FOR SUMMER INSTITUTE		7,504.67
3000176095	07/27/2022	LINDLEY, TAMARA	62-5201	JUNE 2022 MILEAGE		57.23
3000176096	07/27/2022	Mueller, Timothy F	62-4310	HDMI CABLES MILEAGE	21.74	
			62-5201	HDMI CABLES MILEAGE	36.27	58.01
3000176097	07/27/2022	P G & E	62-5520	ACCT 89137019405		180.08
3000176098	07/27/2022	RAY MORGAN COMPANY	62-5909	INV 3777826		218.49
<b>Total Number of Checks</b>					<b>33</b>	<b>47,643.02</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
62	CHARTER SCHOOLS ENTERI	33	47,643.02
	Total Number of Checks	33	47,643.02
	Less Unpaid Sales Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>47,643.02</b>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE **ONLINE**

Pay Date 07/29/2022

Fiscal Year 2022/23

Additional filtering applied

EARNINGS by Earnings Code	Income	Adjustments
Regular	77,718.12	
<b>TOTAL</b>	<b>77,718.12</b>	

TAXES	Employee	Employer	Total	Subject Grosses
Federal Withholding	5,477.82		5,477.82	70,790.00
State Withholding	2,035.08		2,035.08	70,790.00
Social Security	2,609.46	2,609.46	5,218.92	42,088.29
Medicare	1,122.39	1,122.39	2,244.78	77,407.23
SUI		387.04	387.04	77,407.23
Workers' Comp		735.38	735.38	77,407.23
<b>SUBTOTAL</b>	<b>11,244.75</b>	<b>4,854.27</b>	<b>16,099.02</b>	

EARNINGS by Group	Income	Adjustments
Base Pay	71,750.62	
Docks	1,439.00	
Extra Duty	6,116.50	
Stipends	1,290.00	
<b>TOTAL</b>	<b>77,718.12</b>	

REDUCTIONS	Employee	Employer	Total	Subject Grosses
PERS	2,370.06	8,573.64	10,943.70	33,857.84
PERS / 62	633.15	2,021.55	2,654.70	8,154.84
STRS / 60	3,143.74	5,858.08	9,001.82	30,670.60
STRS / 62	470.28	880.19	1,350.47	4,608.34
Supplemental Insuran	310.89		310.89	
<b>SUBTOTAL</b>	<b>6,928.12</b>	<b>17,333.46</b>	<b>24,261.58</b>	

EARNINGS	Person Type	Female Employees
Certificated	7	38,645.78
Classified	11	39,072.34
<b>TOTAL</b>	<b>18</b>	<b>77,718.12</b>

DEDUCTIONS	Employee	Employer	Total	Subject Grosses
Supplemental Insuran	49.40		49.40	
<b>SUBTOTAL</b>	<b>49.40</b>	<b>.00</b>	<b>49.40</b>	
<b>TOTALS</b>	<b>18,222.27</b>	<b>22,187.73</b>	<b>40,410.00</b>	

Vendor Summary for Pay Date 07/29/2022

Vendor Checks  
Vendor Liabilities

Cancel/Reissue for Process Date 07/29/2022

Reissued  
Cancel Checks  
Void ACH

BALANCING DATA

		59,495.85	Net Pay
Gross Earnings	77,718.12	18,222.27	Deductions
District Liability	22,187.73	22,187.73	Contributions
	<b>99,905.85</b>	<b>99,905.85</b>	

NET

Direct Deposits	57,676.51	16
Checks	1,819.34	2
Partial Net ACH		
Negative Net		
Check Holds		
Zero Net		
<b>TOTAL</b>	<b>59,495.85</b>	<b>18</b>

**Agenda Item 4.**

**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:**

4.2 Consideration of Approval of Warrants (batches 0706, 0721, 0801) 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 - \$52,720.42

Payroll: NU-Siskiyou Charter School - \$52,411.78

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

**SISKIYOU COUNTY OFFICE OF EDUCATION  
REQUEST FOR WARRANT PROCESSING**

District # 43 District Name: Northern United Siskiyou Charter School BATCH 0706

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund (Other than Capital Outlay)	XXXXXXXX	XXXXXXXX
25	Capital Facilities Fund (Developer Fees)		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
	Northern United Siskiyou Charter School BATCH 0706	13557.61	
	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/Administrator: *Sharon* Date: 7/6/2002

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

*For Siskiyou County Office of Education Use Only*

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

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 07/14/2022

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0706 2223 NUSCS BATCH 0706  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT GOAL FUNC SCH LOCAL	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
00611637	000074/	AMERICAN FAMILY LIFE INSURANCE				
		CL-220006	62-0000-0-9514-0000-0000-0000-00000		INVOICE# 888990	204.98
					WARRANT TOTAL	\$204.98
00611638	000152/	BAY ALARM COMPANY				
		PO-230006	1. 62-0000-0-5500-0000-8100-000-00000		INVOICE# 19714856	200.76
					WARRANT TOTAL	\$200.76
00611639	000002/	BOB STONE				
		PO-230000	1. 62-0000-0-5612-0000-8700-000-00000		JULY 2022 RENT	3,150.00
					WARRANT TOTAL	\$3,150.00
00611640	000004/	CAL-ORE COMMUNICATIONS				
		PO-230008	2. 62-0000-0-5922-0000-2700-000-00000		ACCOUNT# 0324005379	83.16
			2. 62-0000-0-5922-0000-2700-000-00000		ACCOUNT# 0324007628	23.02
			2. 62-0000-0-5922-0000-2700-000-00000		ACCOUNT# 0324005379	8.32-
			3. 62-0000-0-5922-0000-7200-000-00000		ACCOUNT# 03240076628	9.87
			3. 62-0000-0-5922-0000-7200-000-00000		ACCOUNT# 0324005379	35.64
			3. 62-0000-0-5922-0000-7200-000-00000		ACCOUNT# 0324005379	3.56-
			1. 62-0000-0-5922-1110-1000-000-00000		ACCOUNT# 0324005379	277.20
			1. 62-0000-0-5922-1110-1000-000-00000		ACCOUNT# 0324007628	76.73
			1. 62-0000-0-5922-1110-1000-000-00000		ACCOUNT# 0324005379	27.72-
		FV-230000	62-0000-0-5600-0000-8100-000-00000		ROUTER	5.00
			62-0000-0-8699-0000-2700-000-00000		ERATE CREDIT	66.53-
			62-0000-0-8699-0000-7200-000-00000		ERATE CREDIT	28.51-
			62-0000-0-8699-1110-1000-000-00000		ERATE CREDIT	221.76-
					WARRANT TOTAL	\$154.22
00611641	000075/	CITY OF MT SHASTA				
		PO-230010	1. 62-0000-0-5530-0000-8100-000-00000		ALME-000219-ALDR-01	209.95



SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 07/14/2022

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0706 2223 NUSCS BATCH 0706  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT REQ#	VENDOR/ADDR	NAME (REMIT) REFERENCE LN	DEPOSIT TYPE FD RESC Y OBJT GOAL FUNC SCH LOCAL	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL						\$209.95
00611642	000022/	CITY OF YREKA				
		CL-220005	62-0000-0-5530-0000-8100-000-00000		ACCNT# 012142-001	90.88
WARRANT TOTAL						\$90.88
00611643	000215/	GOLDEN ARROW INVESTMENTS				
		PO-230001	1. 62-0000-0-5612-0000-8700-000-00000		JULY 2022 RENT	3,400.00
WARRANT TOTAL						\$3,400.00
00611644	000118/	MCLANE MAINTENANCE				
		CL-220007	62-0000-0-5800-0000-8100-000-00000		INVOICE# 6314	200.00
WARRANT TOTAL						\$200.00
00611645	000012/	NORTH STATE PARENT				
		CL-220004	62-0000-0-5800-0000-2700-000-00000		INVOICE# 72412	260.00
WARRANT TOTAL						\$260.00
00611646	000013/	PACIFIC POWER				
		CL-220000	62-0000-0-5520-0000-8100-000-00000		ACCNT# 64034125-001 0	167.07
WARRANT TOTAL						\$167.07
00611647	000088/	SHASTA SUMMIT PROPERTIES				
		PO-230002	1. 62-0000-0-5612-0000-8700-000-00000		JULY 2022 RENT	2,756.00
WARRANT TOTAL						\$2,756.00
00611648	000014/	SHASTA VALLEY PEST CONTROL				
		CL-220002	62-0000-0-5500-0000-8100-000-00000		INVOICE# 61722-2	40.00
		CL-220003	62-0000-0-5500-0000-8100-000-00000		INVOICE# 62222-00	40.00
WARRANT TOTAL						\$80.00
00611649	000003/	WENDY JAMES				
		PO-230003	1. 62-0000-0-5612-0000-8700-000-00000		JULY 2022 RENT	2,650.00
WARRANT TOTAL						\$2,650.00
00611650	000016/	YREKA TRANSFER LLC				
		CL-220001	62-0000-0-5500-0000-8100-000-00000		INVOICE# 633535	33.75

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0706 2223 NUSCS BATCH 0706  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT						
REQ#	REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	SCH	LOCAL	DESCRIPTION	AMOUNT
-----												
WARRANT TOTAL												
\$33.75												
*** FUND	TOTALS	***	TOTAL NUMBER OF CHECKS:	14	TOTAL AMOUNT OF CHECKS:	\$13,557.61*						
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*						
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*						
			TOTAL PAYMENTS:	14	TOTAL AMOUNT:	\$13,557.61*						
***	BATCH TOTALS	***	TOTAL NUMBER OF CHECKS:	14	TOTAL AMOUNT OF CHECKS:	\$13,557.61*						
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*						
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*						
			TOTAL PAYMENTS:	14	TOTAL AMOUNT:	\$13,557.61*						
***	DISTRICT TOTALS	***	TOTAL NUMBER OF CHECKS:	14	TOTAL AMOUNT OF CHECKS:	\$13,557.61*						
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*						
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*						
			TOTAL PAYMENTS:	14	TOTAL AMOUNT:	\$13,557.61*						

**SISKIYOU COUNTY OFFICE OF EDUCATION  
REQUEST FOR WARRANT PROCESSING**

District # 43 District Name: Northern United Siskiyou Charter School BATCH 0721

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund (Other than Capital Outlay)	XXXXXXXX	XXXXXXXX
25	Capital Facilities Fund (Developer Fees)		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
	Northern United Siskiyou Charter School BATCH 0721	39000.13	
	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/Administrator:  Date: 7-18-20

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

*For Siskiyou County Office of Education Use Only*

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

SISKIYOU COUNTY OFFICE OF EDUCATION  
 COMMERCIAL WARRANT REGISTER  
 FOR WARRANTS DATED 07/26/2022

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0721 2223 NUSCS BATCH 0721  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	SCH	LOCAL	ABA NUM DESCRIPTION	ACCOUNT NUM	AMOUNT
00612073	000002/	BOB STONE												
		PO-230000	1.	62-0000-0-5612-0000-8700-000-00000								AUGUST 2022 RENT		3,150.00
												WARRANT TOTAL		\$3,150.00
00612074	000063/	G & G HARDWARE INC												
		PO-230044	1.	62-0000-0-4300-0000-8100-000-00000								INVOICE# 311855		309.68
												WARRANT TOTAL		\$309.68
00612075	000215/	GOLDEN ARROW INVESTMENTS												
		PO-230001	1.	62-0000-0-5612-0000-8700-000-00000								AUGUST 2022 RENT		3,400.00
												WARRANT TOTAL		\$3,400.00
00612076	000071/	HUE & CRY INC												
		PO-230016	1.	62-0000-0-5500-0000-8100-000-00000								INVOICE# 808304		201.70
												WARRANT TOTAL		\$201.70
00612077	000011/	MT SHASTA SPRING WATER												
		PO-230018	2.	62-0000-0-5600-0000-8100-000-00000								INVOICE# 385959		9.65
												WARRANT TOTAL		\$9.65
00612078	000020/	N.C.S.M.I.G.												
		PO-230019	1.	62-0000-0-9514-0000-0000-000-00000								22/23 JULY - MEDICAL		12,107.00
			1.	62-0000-0-9514-0000-0000-000-00000								22/23 JULY-VISION		242.00
			1.	62-0000-0-9514-0000-0000-000-00000								22/23 JULY- DENTAL		1,353.00
												WARRANT TOTAL		\$13,702.00
00612079	000023/	RAY MORGAN COMPANY												
		PO-230026	2.	62-0000-0-5600-0000-2700-000-00000								INVOICE# 3777692		131.54
			3.	62-0000-0-5600-0000-7200-000-00000								INVOICE# 3777692		56.38
			1.	62-0000-0-5600-1110-1000-000-00000								INVOICE# 377692		438.47
												WARRANT TOTAL		\$626.39
00612080	000006/	SCHOOL PATHWAYS HOLDINGS LLC												
		PO-230042	3.	62-0000-0-5800-0000-2700-000-00000								INVOICE# 140-INV3678		3,066.62
			1.	62-0000-0-5800-1110-1000-000-00000								INVOICE# 140-INV3678		1,200.00

DISTRICT: 043 NORTHERN UNITED SISKIYOU  
 BATCH: 0721 2223 NUSCS BATCH 0721  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC SCH LOCAL	DESCRIPTION		
		2.	62-1100-0-5800-1110-1000-000-00000		INVOICE# 140-INV3678	7,153.00
			WARRANT TOTAL			\$11,419.62
00612081	000088/	SHASTA SUMMIT PROPERTIES				
	PO-230002	1.	62-0000-0-5612-0000-8700-000-00000		AUGUST 2022 RENT	2,756.00
			WARRANT TOTAL			\$2,756.00
00612082	000005/	SISKIYOU TELEPHONE COMPANY				
	PO-230034	1.	62-0000-0-5922-1110-1000-000-00000		JULY 2022	49.95
			WARRANT TOTAL			\$49.95
00612083	000017/	WELLS FARGO FINANCIAL LEASING				
	PO-230043	2.	62-0000-0-5600-0000-2700-000-00000		INVOICE# 5020729945	81.98
		2.	62-0000-0-5600-0000-2700-000-00000		INVOICE# 5020729946	57.17
		3.	62-0000-0-5600-0000-7200-000-00000		INVOICE# 5020729946	24.51
		3.	62-0000-0-5600-0000-7200-000-00000		INVOICE# 5020729945	35.14
		1.	62-0000-0-5600-1110-1000-000-00000		INVOICE# 5020729946	190.56
		1.	62-0000-0-5600-1110-1000-000-00000		INVOICE# 5020729945	273.28
			WARRANT TOTAL			\$662.64
00612084	000003/	WENDY JAMES				
	PO-230003	1.	62-0000-0-5612-0000-8700-000-00000		AUGUST 2022 RENT	2,650.00
			WARRANT TOTAL			\$2,650.00
00612085	000120/	WORLD TELECOM & SURVEILLANCE				
	PO-230045	1.	62-0000-0-5800-0000-8100-000-00000		INVOICE# 24589	62.50
			WARRANT TOTAL			\$62.50
*** FUND	TOTALS ***		TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	\$39,000.13*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	13	TOTAL AMOUNT:	\$39,000.13*
***	BATCH TOTALS ***		TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	\$39,000.13*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	13	TOTAL AMOUNT:	\$39,000.13*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF CHECKS:	13	TOTAL AMOUNT OF CHECKS:	\$39,000.13*
			TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:	\$ .00*
			TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:	\$ .00*
			TOTAL PAYMENTS:	13	TOTAL AMOUNT:	\$39,000.13*

**SISKIYOU COUNTY OFFICE OF EDUCATION  
REQUEST FOR WARRANT PROCESSING**

District # 43

District Name: Northern United Siskiyou Charter School SPECIAL BATCH 0801

Fund #	Fund Name	District Total	Audited Total
01	General Fund		
11	Adult Education Fund		
12	Child Development Fund		
13	Cafeteria Fund		
14	Deferred Maintenance Fund		
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund (Other than Capital Outlay)	XXXXXXXX	XXXXXXXX
25	Capital Facilities Fund (Developer Fees)		
30	State School Building/Lease Purchase Fund		
40	Special Reserve Capital Outlay Projects		
71	Retiree Benefit Fund		
	Northern United Siskiyou Charter School SPECIAL BATCH 0801	162.68	
	<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/Administrator:  Date: 7-29-22

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

*For Siskiyou County Office of Education Use Only*

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

043 NORTHERN UNITED SISKIYOU  
2223 NUSCS SPECIAL BATCH 0801

J42459

ACCOUNTS PAYABLE PRELIST

APY500 L.00.20 07/28/22 07:46 PAGE 0

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Batch status: A All

From batch: 0801

To batch: 0801

Include Revolving Cash: Y

Include Address: Y

Include Object Desc: Y

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

043 NORTHERN UNITED SISKIYOU  
 2223 NUSCS SPECIAL BATCH 0801

J42459

ACCOUNTS PAYABLE PRELIST  
 BATCH: 0801 SPECIAL BATCH 0801  
 FUND : 62 CHARTER SCH. ENTERPRISE FUND

APY500 L.00.20 07/28/22 07:46 PAGE 1  
 << Open >>

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	T9MPS	Liq Amt	Net Amount
000031/00		HOLIDAY INN EXPRESS 707 MONTAGUE ROAD YREKA, CA 96097											
													162.68
													162.68
													162.68
													162.68
													162.68
													162.68
													162.68
													162.68
													162.68
													162.68

Number of checks to be printed: 1, not counting voids due to stub overflows.



PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	16	GETTING PAID FIRST TIME	0		
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 1/3 OPTION: P	%0.000
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	0	RET SYSTEM 2/4 OPTION: P	%0.000
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0	PICA OPTION:	
TOTAL GETTING PAID	16	GETTING PAID BALANCE OF CONTRACT	0		

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	0.00	NML	0.00	NML	0.00	NML	0.00	NML	0.00
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*	ADJ NML	0.00*
ARR	28,258.00	ARR	0.00	ARR	4,189.88	ARR	4,189.88	ARR	32,447.88
TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*	TOTAL OT	0.00*
NON-NML	28,258.00*	NON-NML	0.00*	NON-NML	4,189.88*	NON-NML	4,189.88*	NON-NML	32,447.88*
TOTAL	28,258.00**	TOTAL	0.00**	TOTAL	4,189.88**	TOTAL	4,189.88**	TOTAL	32,447.88**

TOTAL NUMBER HOURS WORKED: 188.75      TOTAL NUMBER DAYS WORKED: 0.00

GROSS	FED IMP	GROSS	NYX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	APIT
32,447.88	0.00		512.53	0.00	2,622.14	29,313.21	995.97	0.00
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI	
234.24	0.00	9,944.04	616.53	31,935.35	463.09	0.00	0.00	
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED	
0.00	0.00	0.00	22,503.84	2,303.35	4,554.16	318.79	543.65	
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR		
26,972.26	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	29,313.21	1,553.28	750.07	0.00	161.29	157.50	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	
15,153.84	7,350.00	0.00	2,304.16	2,250.00	0.00	0.00	0.00	

PAYROLL PRELIST AUDIT TOTALS FOR DISTRICT

EMPLOYEE COUNTS

RECEIVING WARRANTS	11	GETTING PAID FIRST TIME	1	
APD TO CU	0	TERMINATED GETTING PAID	0	RET SYSTEM 1/3 OPTION: P %0.000
APD TO CHECKING	0	STARTING APD CHECKING NEXT MONTH	6	RET SYSTEM 2/4 OPTION: P %0.000
APD TO SAVINGS	0	STARTING APD SAVINGS NEXT MONTH	0	FICA OPTION:
-----		GETTING PAID BALANCE OF CONTRACT	0	
TOTAL GETTING PAID	11			

PAYROLL TOTALS

SALARY GROSS		DAILY GROSS		HOURLY GROSS		HOURLY AND DAILY GROSS		TOTAL GROSS	
NML	11,760.84	NML	0.00	NML	976.06	NML	976.06	NML	12,736.90
ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00	ADJ	0.00
-----		-----		-----		-----		-----	
ADJ NML	11,760.84*	ADJ NML	0.00*	ADJ NML	976.06*	ADJ NML	976.06*	ADJ NML	12,736.90*
SUM	0.00	SUM	7,080.00	SUM	132.00	SUM	7,212.00	SUM	7,212.00
STIP	0.00	STIP	0.00	STIP	15.00	STIP	15.00	STIP	15.00
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	7,080.00*	NON-NML	147.00*	NON-NML	7,227.00*	NON-NML	7,227.00*
TOTAL	11,760.84**	TOTAL	7,080.00**	TOTAL	1,123.06**	TOTAL	8,203.06**	TOTAL	19,963.90**

TOTAL NUMBER HOURS WORKED: 56.75      TOTAL NUMBER DAYS WORKED: 26.00

GROSS	FED IMP GROSS	NTX GROSS	TSA	RET-TS	FED TAX GROSS	FIT	AFIT
19,963.90	0.00	0.00	0.00	1,728.19	18,235.71	1,016.43	150.00
SIT	ASIT	OASDI GROSS	OASDI	MEDI GROSS	MEDICARE	DEF-MEDI GROSS	DEF-MEDI
274.77	0.00	7,978.06	494.64	19,963.90	289.47	0.00	0.00
SURV-BEN	SDI	EIC	STRS SUBJ	STRS	PERS SUBJ	PERS	DED
0.00	0.00	0.00	11,985.84	1,227.54	6,855.00	500.65	0.00
NET	ADJ (+)	ADJ (-)	OASDI EMPR	MEDI EMPR	STRS EMPR	PERS EMPR	
16,010.40	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	18,235.71	998.95	228.59	0.00	334.25	166.40	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
9,745.84	2,240.00	0.00	4,775.00	2,080.00	0.00	0.00	0.00

**Agenda Item 4.**

**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:**

4.3 Consideration of Approval of Minutes for the June 28, 2022 and June 30, 2022 Board Meetings

**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 June 28, 2022 and June 30, 2022 board meeting are attached.

**Fiscal Implications:**

None

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

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

**June 28, 2022**

**1pm**

**Members Present:** Bianca Garza, Rosemary Kunkler, Melissa Johnson, and Aime Snider

**Members Absent:** Jere Cox

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

**1.0 CALL TO ORDER:** Bianca Garza called the meeting to order at 1:04 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 Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

**2.0 CONSENT AGENDA:**

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

**2.2 Consideration of Approval of Warrants and Payroll for NU-Siskiyou Charter School (Batches 0506, 0523, 0609, 0615):**

**2.3 Consideration of Approval of Board Minutes for May 12, 2022 Board Meeting:**

**2.4 Consideration of Approval for Resignations, Hires, Leaves and Change of Assignment:**

A motion to approve the consent agenda was made by Melissa Johnson and seconded by Rosemary Kunkler. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

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

**4.0 PUBLIC HEARINGS:**

**4.1 Adopt Resolution S2022-1: A Resolution of the Northern United Charter Schools' Board of Directors Proclaiming a Local Emergency, Ratifying the Proclamation of a state Emergency by Governor Newsom, dated March 4, 2020, and Authorizing Remote Teleconference:** A motion to approve Resolution S2022-1 authorizing remote teleconferencing was made by Rosemary Kunkler and seconded by Aime Snider. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

**4.2 Public Hearing: 2022-2023 Education Protection Account Expenditure Plan for Northern United-Humboldt Charter School:** Bianca Garza opened the public hearing at 1:14pm. Shari Lovett explained the expenditure plan for NU-Humboldt Charter School. There were no comments and Bianca Garza closed the public hearing at 1:15pm.

**4.3 Public Hearing: 2022-2023 Education Protection Account Expenditure Plan for Northern United-Siskiyou Charter School:** Bianca Garza opened the public hearing at

1:16pm. Shari Lovett explained the expenditure plan for NU-Siskiyou Charter School. There were no comments and Bianca Garza closed the public hearing at 1:17pm.

**4.4 Public Hearing: 2022-2023 Final Adoption for Northern United-Humboldt Charter School:** Bianca Garza opened the Public Hearing at 1:17pm. Shari Lovett presented the final budget to the board and referred the board to the summary. There were no comments and Bianca Garza closed the hearing at 1:18pm.

**4.5 Public Hearing: 2022-2023 Final Adoption for Northern United-Siskiyou Charter School:** Bianca Garza opened the Public Hearing at 1:18pm. Shari Lovett presented the final budget to the board. There were no comments and Bianca Garza closed the hearing at 1:19pm.

**4.6 Public Hearing: 2022-2023 Local Control and Accountability Plan(LCAP) for Northern United-Humboldt Charter School:** Bianca Garza opened the the Public Hearing at 1:19pm. Shari Lovett went over the LCAP for NU-Humboldt Charter School. There were no comments. Bianca Garza closed the Public Hearing at 1:20pm.

**4.7 Public Hearing: 2022-2023 Local Control and Accountability Plan(LCAP) for Northern United-Siskiyou Charter School:** Bianca Garza opened the Public Hearing at 1:20pm. Shari Lovett went over the LCAP for NU-Siskiyou Charter School. There were no comments. Bianca Garza closed the Public Hearing at 1:21pm.

## **5.0 ACTION ITEMS TO BE CONSIDERED:**

**5.1 Approval of Education Protection Account Resolution and 2022-2023 EPA Planned Expenditures for Northern United-Humboldt Charter School:** A motion to approve the Education Protection Account Resolution and the 2020-2021 EPA Planned Expenditures for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

**5.2 Approval of Education Protection Account Resolution and 2022-2023 EPA Planned Expenditures for Northern United-Siskiyou Charter School:** A motion to approve the Education Protection Account Resolution and the 2020-2021 EPA Planned Expenditures for Northern United-Siskiyou Charter School was made by Melissa Johnson and seconded by Aime Snider. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

**5.3 Approval of Lease for 2120 Campton Rd. Eureka for Northern United-Humboldt Charter School:** A motion to approve the lease for 2120 Campton Rd. Eureka for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Aime Snider. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

**5.4 Approval of Lease for 427 Alder St. Mt. Shasta for Northern United-Siskiyou Charter School:** Motion to approve the lease for 427 Alder St. Mt. Shasta for Northern United-Siskiyou Charter School was made by Melissa Johnson and seconded by Rosemary Kunkler. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

**5.5 Approval of Warrant Distribution Authorization Form CS-1 and Certification Form CS-7 for Northern United – Humboldt Charter School:** Shari Lovett went over the forms with the board. A motion to approve the Warrant Distribution Authorization

Form C-1 and Certification Form CS-7 for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

**5.6 Approval of Certification of Signatures for Northern United-Siskiyou Charter School:** Shari went over the certification of signatures with the board. A motion to approve the certification of signatures for Northern United-Siskiyou Charter School was made by Rosemary Kunkler and seconded by Aime Snider. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

**6.0 REPORTS:**

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

**6.2 Financial Reports for Northern United-Humboldt Charter School and Northern United-Siskiyou Charter School:** In board packet.

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

- Graduation Ceremonies for both NU-Humboldt and NU-Siskiyou Charter Schools
- Interviews of new employees to replace staff leaving
- Coaching-Mentoring
- Preparation for the 2022-2023 school year
- Acknowledged Julie Smith for all her years with Northern United Charter Schools

**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:** reported that she attended both the NU-Siskiyou and the NU-Humboldt graduations. She has appreciated the support she has received both personally and professionally.

**Rosemary Kunkler:** reported that her grandson would like bingo night to happen at least 2x per year.

**Melissa Johnson:** thanked everyone for a good school year and feels supported and sees that we are doing right for students.

**Aime Snider:** thanked everyone for their patience with her as the new board member

**7.0 NEXT BOARD MEETING:**

**7.1 Possible Agenda Items:**

**7.2 Next Board Meeting:** Next Board Meeting is June 30, 2022 at 1:00pm.

**8.0 ADJOURNMENT:** Bianca Garza adjourned the meeting at 1:42pm.

**Northern United Charter Schools  
Board of Directors Regular Board Meeting Minutes  
June 30, 2022  
1pm**

**Members Present:** Bianca Garza, Rosemary Kunkler, Melissa Johnson, and Aime Snider

**Members Absent:** Jere Cox

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

- 1.0 CALL TO ORDER:** Bianca Garza called the meeting to order at 1:03 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 Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
- 2.0 CONSENT AGENDA:**
  - 2.1 Consideration of Approval of Williams’ Uniform Complaint, Quarterly Report for Northern United-Humboldt Charter School.**
  - 2.2 Consideration of Approval of Williams’ Uniform Complaint, Quarterly Report for Northern United-Siskiyou Charter School.**

A motion to approve the consent agenda was made by Rosemary Kunkler and seconded by Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
- 3.0 PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA:** No public comments.
- 4.0 ACTION ITEMS TO BE CONSIDERED:**
  - 4.1 Adopt Resolution S2022-1: A Resolution of the Northern United Charter Schools’ Board of Directors Proclaiming a Local Emergency, Ratifying the Proclamation of a state Emergency by Governor Newsom, dated March 4, 2020, and Authorizing Remote Teleconference:** A motion to approve Resolution S2022-1 authorizing remote teleconferencing was made by Melissa Johnson and seconded by Rosemary Kunkler. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
  - 4.2 Approval of 2022-2023 Local Control and Accountability Plan for Northern United-Humboldt Charter School:** Shari Lovett explained the LCAP and how it has to align with the budget. A motion to approve the Local Control and Accountability Plan for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Aime Snider. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
  - 4.3 Approval of Local Control and Accountability Plan for Northern United-Siskiyou Charter School:** A motion to approve the Local Control and Accountability Plan for Northern United-Siskiyou Charter School was made by Rosemary Kunkler and seconded by Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.

- 4.4 Approval of 2022-2023 Final Budget Adoption for Northern United-Humboldt Charter School:** A motion to approve the 2022-2023 Final Budget Adoption as positive for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
- 4.5 Approval of 2022-2023 Final Budget Adoption for Northern United-Siskiyou Charter School:** Motion to approve the 2022-2023 Final Budget as positive for Northern United-Siskiyou Charter School was made by Rosemary Kunkler and seconded by Aime Snider. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
- 4.6 Approval of the Auditor Services for 2022-2023 for Northern United – Humboldt Charter School:** Shari Lovett went over the agreement with David Moonie and the increase for Auditor Services. A motion to approve David L. Moonie for Auditor Services for 2022-2023 for Northern United-Humboldt Charter School was made by Melissa Johnson and seconded by Rosemary Kunkler. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
- 4.7 Approval of Auditor Services for 2022-2023 for Northern United – Siskiyou Charter School** A motion to approve David L. Moonie for Auditor Services for 2022-2023 for Northern United-Siskiyou Charter School was made by Melissa Johnson and seconded by Rosemary Kunkler. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
- 4.8 Approval of Local Control Funding Formula Local Indicator Data Report for Northern United-Humboldt Charter School:** Shari Lovett went over the report and the process. A motion to approve the LCFF Indicator Data Report for Northern United-Humboldt Charter School was made by Rosemary Kunkler and seconded by Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
- 4.9 Approval of Local Control Funding Formula Local Indicator Data Report for Northern United-Siskiyou Charter School:** Shari Lovett went over the report. A motion to approve the LCFF Indicator Data Report for Northern United-Siskiyou Charter School was made by Aime Snider and seconded by Melissa Johnson. Vote taken: Bianca Garza – Aye, Rosemary Kunkler – Aye, Melissa Johnson-Aye, and Aime Snider - Aye. Motion carries.
- 5.0 REPORTS:**
- 5.1 Transitional Kindergarten Plan Report for Northern United-Humboldt Charter School:** Shari Lovett went over the plan for TK students and the requirements for teachers starting in the 2025-2026 school year
- 5.2 Transitional Kindergarten Plan Report for Northern United-Siskiyou Charter School:** Shari Lovett went over the plan for TK requirements.
- 6.0 NEXT BOARD MEETING:**
- 6.1 Possible Agenda Items:** CR- Dual Enrollment
- 6.2 Next Board Meeting:** Next Board Meeting is August 11, 2022
- 7.0 ADJOURNMENT:** Bianca Garza adjourned the meeting at 2:03pm.



**Agenda Item 4.**

**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:**

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

**Action Requested:**

Approval

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

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

**Fiscal Implications:**

None

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



# Northern United Charter Schools

## Resignations, Hires, and Leaves

Through the Month of: 7/31/2022

### Resignations

Name	Date	Location	Comments
Mary Ann Lyons	6/30/2022	Ind. Study	Resigned
Julie Smith	6/30/2022	Eureka Learning Center	Retired
Renee Michel	6/16/2022	Eureka Learning Center	Resigned
Ella Early	6/16/2022	Briceland Learning Center	Resigned
Alina Alishoev	6/16/2022	Briceland Learning Center	Resigned
Liberty Harris Pinto	6/16/2022	Willow Creek Learning Center	Resigned
Reada McConnaughy	6/30/2022	School Wide	Resigned
Sarah Ganas	6/16/2022	Willow Creek Learning Center	Job Ended
Carin McLaughlin	6/30/2022	Willow Creek Learning Center	Job Ended
Michaela Walston	6/30/2022	Willow Creek Learning Center	Resigned
Leslie Bandi	6/16/2022	Mt. Shasta Learning Center	Resigned
Gabe Whitson	6/16/2022	Yreka Learning Center	Resigned

### HIRES

Name	Date	Location	Comments
Stella Mantova	8/24/2022	Eureka/Arcata	Ind. Study Teacher
Annessa Musgrove	8/24/2022	Eureka Learning Center	Will be Science Teacher
Zach Lathouris	8/29/2022	Eureka Learning Center	SGI
Andrew Allen	7/1/2022	Yreka Learning Center	Summer School Program/ Aide
Eric Clause	8/1/2022	Yreka Learning Center	Program Coordinator

### Leaves

Name	Date	Location	Comments
Tobi Schneider	3/4/2022	Cutten Learning Center	Leave of Absence
Rebecca Zuspan	5/9/2022	Cutten Learning Center	FMLA Leave

### Change Of Assignment

Name	Date	Location	Comments
Alina Alishoev	8/29/2022	Eureka/Arcata	Will be a Substitute Teacher

**Agenda Item 5.**

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

**Subject:**

5.1 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 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.1 Approval of Food Vendor Agreement Between Eureka City Schools and NU-HCS for 2022-2023

**Action Requested:**

Approval

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

In order to offer hot lunches to our Eureka locations (CLC, CRC, ELC), we are entering into a food vendor agreement with Eureka City Schools. We estimate purchasing approximately 80 meals per day. This would be approximately \$58,212 for the school year. The agreement is attached.

**Fiscal Implications:**

\$4.75/meal + \$8.00/day delivery fee/facility

**Contact Person/s:** Shari Lovett

## FOOD SERVICES AGREEMENT

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This is Agreement between the Northern United Charter Schools (hereinafter referred to as NUCS) and Eureka City Schools (hereinafter referred to as ECS).

**WHEREAS**, the NUCS is in need of Food Service;

**WHEREAS**, the Eureka City Schools has available Food Services;

**WHEREAS**, Education Code Section 35160 provides authority for the ECS to enter into arrangements that are not violative of existing law; and

**WHEREAS**, Education Code Section 1200 et seq provides authority for NUCS to enter into arrangements that assist school districts;

**THEREFORE**, the NUCS and Eureka City Schools agree as follows:

1. The term of this agreement is from July 1, 2022, through June 30, 2023.
2. This agreement may be terminated by either party at any time by the giving of sixty (60) days written notice.
3. ECS shall provide lunches, which meet the National School Lunch Program meal requirements, using the Food Base Menu Plan Approach. Services shall include preparation of food, transportation of food to the following sites:  
  
Eureka Learning Center: 4620 Meyers Ave, Eureka CA 95501  
Cuttan Learning Center: 2020 Campton Rd, Eureka CA 95503
4. Meals will include all required components including milk.
5. The NUCS shall pay ECS the sum of \$4.75 per student meal for lunch services and adults will pay ala carte prices. The number of lunches requested will be a set number each day, and can be adjusted as needed with a phone call to the ECS Food Service Department. ECS may need 24 hours to make the change. Breakfast changes will need 48 hours' notice.
6. ECS shall deliver meals at a mutually agreed upon time that works for both parties. NUCS will pay ECS \$8.90 per site for delivery of meals each school day.
7. NUCS will agree to pay from a monthly invoice for all meals ordered, whether served or not, and will be responsible for keeping eligible meal counts, collecting money, and filing appropriate reimbursement forms.  
The NUCS staff will be responsible for serving meals. The daily transport record will be a two-part record that will be completed in part by ECS kitchen staff and in part by NUCS staff. The record will contain information needed to meet state and federal requirements. This form needs to stay on site at NUCS for their records, and be kept for three years plus the current year. ECS will retain the portion needed for their records.

**FOOD SERVICES AGREEMENT**

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8. ECS shall have the use of NUCS food commodity entitlement and shall be responsible for ordering and inventory. NUCS will provide necessary utensils, straws, and napkins each day. These supplies may be purchased from ECS for an additional charge.

9. The NUCS shall hold ECS harmless and indemnify it for any and all liability that may result from NUCS actions under this agreement.

ECS shall hold the NUCS harmless and indemnify it for any and all liability that may result from ECS actions under this agreement.

10. The NUCS and ECS shall provide workers compensation coverage for their respective employees. Nothing in this agreement shall be construed as providing that the employees of one entity are employees of the other entity.

11. Notice pursuant to this agreement shall be by first class United States Mail postage prepaid addressed as follows:

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

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

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

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

Shari Lovett  
Director of Operations  
Northern United Charter Schools

Paul Ziegler, Chief Business Official  
Eureka City Schools  
2100 J Street  
Eureka, CA 95503

**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.2 Approval of Food Vendor Agreement Between Arcata School District and NU-HCS for 2022-2023

**Action Requested:**

Approval

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

In order to offer hot lunches to our Arcata locations (LC), we are entering into a food vendor agreement with Arcata School District. We estimate purchasing approximately 10 meals per day. This would be approximately \$8,820 for the school year. The agreement is attached.

**Fiscal Implications:**

\$6.00/meal

**Contact Person/s:** Shari Lovett

# Food Service Agreement Effective July 1, 2022 for the 2022-2023 School Year Northern United- Humboldt Charter

This agreement is entered into this 1st Day of July, 2022 by and between the Arcata School District, of the state of California, hereinafter referred to as PROCESSOR, and the Northern United- Humboldt Charter, of the state of California, hereinafter referred to as SCHOOL.

WHEREAS, PROCESSOR has the capability for providing such services; and,

WHEREAS, SCHOOL has present need for **Type A lunches**; and,

WHEREAS, PROCESSOR is willing to provide such service to SCHOOL;

NOW, THEREFORE, the parties agree as follows;

## PROCESSOR SHALL:

1. Prepare Type A lunches for the SCHOOL by 11:45 a.m. each school day that the Arcata School District is in session, including minimum days, in accordance with the number of meals requested for that day. Eating utensils, straws, and napkins will also be provided daily, on an as needed basis.
2. Be responsible for meeting the nutritional standards for a Type A lunch as set forth by the United States Department of Agriculture (USDA) for the National School Lunch Program, and also for the quality of the lunches at the time of delivery.
3. Present the SCHOOL with an itemized invoice semi-annually. Type A and adult lunches will be billed at a rate of **\$6.00** per lunch if the SCHOOL assigns the PROCESSOR USDA donated surplus commodity foods. Type A and adult lunches will be billed at a rate of **\$6.10** per lunch if the SCHOOL does not assign the PROCESSOR USDA donated surplus commodity foods. Until such time as the assignment of commodities by the SCHOOL to the PROCESSOR is in place, and the PROCESSOR is receiving these commodities, the SCHOOL will be billed at a rate of **\$6.10** per lunch. Ala carte milk will be billed at \$.50 per carton.
4. Provide SCHOOL with one monthly menu a week prior to the beginning of the month covered by said menu.
5. Provide sack lunches, which meet Type A requirements, for field trips when requested by the SCHOOL ten (10) school days in advance of trip.
6. Maintain all necessary records on the nutritional components of the lunches and the number of lunches provided for the SCHOOL and make said records available for inspection by state and federal authorities upon request.
7. Retain all related records and reports for a minimum period of three (3) years plus the current year and make them available for inspection and audit by both state, federal, and SCHOOL representatives.
8. Be responsible for the procedures for requisitioning, securing, ordering, delivery, storage and using commodities, if any, on a regular basis.
9. Be responsible for any damage, shortage, or overage, and for the market value of such damage, shortages, or overage of commodities.
10. Assume all liability for proper use and protection of commodities, if any.
11. Calculate the usage of foods, if any, for commodity allowance, and maintain the necessary production records for the state audit, which will verify that requirements have been met.
12. Maintain an accounting at the end of each calendar month of all commodities, if any, received, processed, delivered, and remaining in inventory, both unprocessed and processed, market value and number of units produced.

## SCHOOL SHALL:

1. Provide by telephone, no later than 8:45 AM, an accurate number of lunches to be prepared for the SCHOOL for that school day. Errors in count called in shall be the responsibility of the SCHOOL.
2. Ensure that the requested number of lunches are picked up each day and verify the quality of said lunches. SCHOOL personnel will be responsible for the unloading of said lunches. The meal components shall be prepared for the SCHOOL, and the SCHOOL shall not be required to accept a meal or meal

component which at the reasonable discretion of the SCHOOL, is not complete or in good condition at the time of the pick up.

3. Provide personnel to serve lunches, clean the serving and eating areas.
4. Establish collections procedures, which are in accordance with state and federal regulations relating to the overt identification of needy pupils and keep accurate records of the number of free, reduced price, paid, and adult lunches served daily .
5. Prepare all claims for reimbursement under its own agreement number, receive and approve all free and reduced price meal applications, and maintain all necessary records to substantiate the above items.
6. Consult with the PROCESSOR ten (10) school days in advance regarding any special meal request or field trips.
7. Pay the PROCESSOR within the following school month the full amount as presented on the semi-annual itemized invoice.
8. Have the sole responsibility to manage the food service program at its site.
9. Provide the PROCESSOR copies of any correspondence regarding all commodities, if any.
10. Assign to the PROCESSOR all commodities, if any, that the SCHOOL is eligible for, and the liability for use of such commodities, if any.
11. Have all commodities, if any, delivered to the PROCESSOR.
12. SCHOOL reserves the right to examine the records of PROCESSOR's use of commodities, if any, compared with the commodity offering for the state.

Cooperation between the PROCESSOR and the SCHOOL:

1. Policy Section 250.06 (m) of the general regulations (USDA) provides that the PROCESSOR may process any USDA donated surplus commodity foods assigned by the SCHOOL to the PROCESSOR into different end products.
2. The SCHOOL shall pay surplus commodity costs and commodity delivery costs incurred by the PROCESSOR as a result of any special commodity orders made by the PROCESSOR on behalf of the SCHOOL.

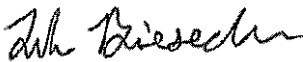
Term

This agreement becomes effective July 1, 2022 and will continue until June 30, 2023, to be renewed the following school year if both parties agree. The renewal may include adjustments in what the PROCESSOR charges the SCHOOL for lunches and milk.

Cancellation

This agreement may be canceled by mutual consent of both parties at any time with ninety (90) days' prior notice.

IN WITNESS WHEREOF, the Arcata School District and Northern United-Humboldt Charter have executed this agreement as of the date written below:



\_\_\_\_\_  
Luke Biesecker  
Superintendent, Arcata School District



\_\_\_\_\_  
Shari Lovett  
Director, Northern United- Humboldt Charter

6/22/22

\_\_\_\_\_  
Date

6/28/22

\_\_\_\_\_  
Date



**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.3 Approval of the Consolidated Application and Assurances with All Associated Data Collections and Reporting Requirements 2022-2023 for NU-HCS

**Action Requested:**

Approval

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

The Consolidated Application declares that we are applying for Title I, Title II, Title IV and Title V funds for the 2022-2023 school year. This approval is for the Consolidated Application, assurances, and all associated data collections. See attached.

**Fiscal Implications:**

Title I, II, IV and V funding

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

## CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Northern United - Humboldt Charter (12 10124 0137364)

[Home](#) | [Data Entry FORMS](#) | [Certification Preview](#) | [Reports](#) | [Contacts](#) | [FAQs](#)[Data Entry Instructions](#)

## 2022–23 Application for Funding

*Required fields are denoted with an asterisk (\*).*

## Local Governing Board Approval

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

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year:



8/10/2022

## District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year:



## Application for Categorical Programs

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

\* Title I, Part A (Basic Grant):  
ESSA Sec. 1111 et seq.  
SACS 3010

 No  Yes

\* Title II, Part A (Supporting Effective Instruction):  
ESEA Sec. 2104  
SACS 4035

 No  Yes

\* Title III English Learner:  
ESEA Sec. 3102  
SACS 4203

 No  Yes

\* Title III Immigrant:  
ESEA Sec. 3102  
SACS 4201

 No  Yes

\* Title IV, Part A (Student and School Support):  
ESSA Sec. 4101  
SACS 4127

 No  Yes

Title V, Part B Subpart 2 Rural and Low-Income Grant:  
ESSA Sec. 5221 SACS 4126

 No  Yes

Consolidated Application Support Desk, Education Data Office | [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov) | 916-319-0297  
General CARS Questions: Consolidated Application Support Desk | [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov) | 916-319-0297

**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.4 Approval of the Consolidated Application and Assurances with All Associated Data Collections and Reporting Requirements 2022-2023 for NU-SCS

**Action Requested:**

Approval

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

The Consolidated Application declares that we are applying for Title I, Title II, Title IV and Title V funds for the 2022-2023 school year. This approval is for the Consolidated Application, assurances, and all associated data collections. See attached.

**Fiscal Implications:**

Title I, II, IV and V funding

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

## 2022–23 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

### Local Governing Board Approval

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

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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### District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----

### Application for Categorical Programs

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

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	No
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	Yes
<b>Title V, Part B Subpart 2 Rural and Low-Income Grant</b> ESSA Sec. 5221 SACS 4126	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.5 Approval of the CCAP Agreement for Dual Enrollment with College of the Redwoods 2022-2025 for NU-HCS

**Action Requested:**

Approval

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

This agreement allows our school to partner with College of the Redwoods in order to offer dual enrollment courses. We currently offer My Future, My Plan as a dual enrollment course. NU-HCS has been offering this course since the 18-19 school year. We would like to continue to participate in the dual enrollment opportunity with CR.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett



## College and Career Access Pathways Partnership Agreement

Northern United Charter Schools and  
College of the Redwoods Dual Enrollment  
July 1, 2022 through June 30, 2025

Northern United Charter Schools maintains a dual enrollment program titled *College and Career Access Pathway* (CCAP) with Redwoods Community College District, which benefits Northern United Charter Schools students, Redwoods Community College District, and the public-at-large.

This CCAP Partnership Agreement (“Agreement”) is in effect for the 2022-23, 2023-24, and 2024-25 academic years between Redwoods Community College District (“COLLEGE”) and Northern United Charter Schools (“DISTRICT”).

For the purposes of this Agreement,

WHEREAS, The AB 288 CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness. The COLLEGE shall not provide physical education course opportunities to high school pupils participating in AB 288 CCAP Partnership Agreement or any other course opportunities that do not assist in the attainment of at least one of these goals (Educ. Code §§ 76004(a) and 76004(d)).

WHEREAS, The COLLEGE may limit enrollment in a community college course solely to eligible high school students if the college course is offered at a high school campus, either in -person or using an online platform, during the regular school day and the college course is offered pursuant to the AB 288 CCAP Partnership agreement (Educ. Code § 76004(o)).

WHEREAS, for the purposes of this agreement, Dual Enrollment is defined as a DISTRICT high school employed instructor (“Instructor”), approved through the COLLEGE’S minimum qualifications process, teaching the college course on the high school campus, during the regular school day hours, to high school students in a closed campus setting.

WHEREAS, for the purposes of this agreement, Concurrent Enrollment is defined as COLLEGE employed faculty (“Faculty”) teaching the college course, either before or after the DISTRICT school day hours as an open campus (Educ. Code § 76002(a)(3)), or during the DISTRICT school day as a closed campus. Instructor and Faculty shall collectively be referred to as “Course Instructor(s)”.

## **TERMS OF AGREEMENT**

### **1. ADMISSIONS AND REGISTRATION**

- 1.1. Student admissions and registration shall be governed by all the applicable policies and procedures established by the COLLEGE. (Educ. Code §§ 48800, 76000, 76001).
- 1.2. All Dual and Concurrent Enrollment courses shall meet COLLEGE rules and regulations regarding academic year enrollment periods, as well as the approved pre-requisites and contact hours stated on the approved course outlines of record.
- 1.3. Upon registering the first time for a CCAP-approved course, students shall complete and submit a Concurrent Enrollment Form in the form provided as Appendix B attached to this Agreement. The DISTRICT shall secure parent/guardian and high school principal or designee signatures prior to enrollment in COLLEGE courses regardless of location of the course. (Educ. Code § 48800)
- 1.4. Student placement in courses will be subject to assessment and/or prerequisites as required by the COLLEGE.
- 1.5. Criteria to assess ability of pupils to benefit from courses under this Agreement are outlined in Appendix A.
- 1.6. A student with permission to enroll in Dual or Concurrent classes participating in this Agreement may enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied (Educ. Code § 76004(p)):
  - a. The units constitute no more than four community college courses per term.
  - b. The units are part of an academic program that is part of a CCAP Partnership Agreement.
  - c. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

## **STUDENT FEES**

- 1.7. High school pupils enrolled in course offered through this Agreement shall not be assessed or charged a fee prohibited by Education Code sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Educ. Code §§ 49010 *et seq.* and 76004(f)) (AG sec.9a, p. 5)
- 1.8. High school pupils enrolled in course offered through this Agreement and that are properly classified as having "special part-time student" status as described by Education Code section 76004(p), shall be exempt from the following community college fee requirements (Educ. Code § 76004(q)):
  - a. Student Representation Fee. (Educ. Code § 76060.5)
  - b. Nonresident Tuition Fee. (Educ. Code § 76140)
  - c. Transcript Fees. (Educ. Code § 76223)
  - d. Course Enrollment Fees (Educ. Code § 76300)
  - e. Apprenticeship Course Fees. (Educ. Code § 76350)
  - f. Child Development Center Fees. (Educ. Code § 79121)
  - g. Course Material Fees.

## **2. CCAP COURSES**

- 2.1. Courses offered in the DISTRICT shall go through the approval process, which includes routing it through the DISTRICT Liaison before submitting the Course Approval Request Form to the COLLEGE. The High School Course Request Form is attached as Appendix C to this Agreement.
- 2.2. The courses to be offered in the DISTRICT during the span of this Agreement as well as the scope, nature, time, and location of courses to be offered by the COLLEGE are listed in Appendix A.
- 2.3. The course location indicated in Appendix A will be a joint facility use location between the COLLEGE and the DISTRICT.
- 2.4. The DISTRICT shall request courses using the process established by the COLLEGE. The COLLEGE shall approve all course offerings.
- 2.5. Courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus. (5 CCR 55002(a), 55232, and Educ. Code § 48801).



## **CCAP COURSES (Continued)**

- 2.6. Courses offered in the DISTRICT shall adhere to the official course outline of record and all courses shall be approved by the COLLEGE curriculum approval process and will be consistent with Title 5 course standards. Although the courses are operated on the DISTRICT facilities, the COLLEGE is responsible for determining what courses shall be taught at the DISTRICT, and the content of the courses being taught pursuant to this Agreement.
- 2.7. Courses offered at the DISTRICT shall be COLLEGE catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. (5 CCR 55002(a), 55005, 58102, 58104)
- 2.8. The COLLEGE certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at the COLLEGE campus.
- 2.9. The COLLEGE certifies that the courses listed in Appendix A of this Agreement are not oversubscribed nor have a waiting list.
- 2.10. The COLLEGE certifies that the offering of the courses listed in Appendix A of this Agreement are consistent with the core mission of the COLLEGE pursuant to Education Code section 66010.4 and the pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.
- 2.11. The COLLEGE has procedures in place to ensure that Instructors teaching different sections of the same course teach in a manner consistent with the approved course outline of record for that course. Such procedures include, but are not limited to, site visits to the site of the CCAP section by one or more faculty liaison representatives of the COLLEGE, as well as curriculum alignment meetings to ensure that courses offered at the DISTRICT are the same courses offered at the COLLEGE.
- 2.12. The DISTRICT and COLLEGE hereby certify that any remedial course taught as a part of this Agreement at the DISTRICT shall be offered only to high school students who do not meet their grade level standard in Math, English, or both on an interim assessment in grade 10 or 11, as determined by the DISTRICT, and shall involve a collaborative effort between DISTRICT Instructors and COLLEGE Faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

### **3. DUAL ENROLLMENT INSTRUCTORS**

- 3.1. Instructors recommended by the DISTRICT to teach CCAP courses shall be initially assessed and annually reviewed through the COLLEGE established dual enrollment review process that includes, but is not limited to, participation at curriculum alignment discussions, evaluation of DISTRICT site visit(s), professional conduct, and meeting all COLLEGE census and grading requirements.
- 3.2. The DISTRICT will be the employer of record for all DISTRICT-paid Instructors participating in this Agreement and be solely responsible for all salaries, wages, and benefits.
- 3.3. The DISTRICT hereby certifies all high school employed Instructors recommended by the DISTRICT to teach the college course meet applicable federal and state teacher quality mandates and the DISTRICT assumes these reporting responsibilities. (EC 76004(m)(2))
- 3.4. The DISTRICT and COLLEGE hereby certify that this Agreement complies with local collective bargaining agreements of COLLEGE and DISTRICT and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this Agreement.
- 3.5. The COLLEGE certifies that all Instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications as prescribed in the current edition of the Minimum Qualifications for Faculty and Administrators in California Community Colleges Handbook (<https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Educational-Services-and-Support/What-we-do/Educational-Programs-and-Professional-Development/Minimum-Qualifications>) and were reviewed and approved by the COLLEGE's Faculty Qualifications Committee.
- 3.6. The COLLEGE hereby certifies that the Instructors listed in Appendix A have not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the COLLEGE campus.
- 3.7. During the term of this Agreement, during the time the Instructors are teaching courses, the COLLEGE shall have the primary right to control and direct instructional activities of instructors provided by the DISTRICT. (5 CCR 58058(b))
- 3.8. The Instructor is responsible for the supervision and evaluation of the students.
- 3.9. The Instructor provided by the DISTRICT must complete an Instructional Service Agreement, attached hereto as Appendix B for the COLLEGE.

## **DUAL ENROLLMENT INSTRUCTORS (Continued)**

- 3.10. Prior to teaching, Instructors provided by the DISTRICT shall participate in discipline-specific curriculum alignment meeting(s) and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, procedures, record keeping, and instructional responsibilities. A portion of the stipend paid to the DISTRICT by the COLLEGE covers these responsibilities.
- 3.11. Instructors provided by the DISTRICT are encouraged to participate in activities sponsored by the COLLEGE in ongoing collegial interaction to address course content, course delivery, assessment, evaluation, course outcomes, and/or research and development in the field. A portion of the stipend paid to the DISTRICT by the COLLEGE covers these responsibilities.
- 3.12. Any instructor provided by the DISTRICT who does not comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.
- 3.13. For courses held on the high school site, the COLLEGE is responsible for the educational program(s). The instructional activities, materials, and program(s) shall be evaluated by the COLLEGE to ensure curriculum rigor, course materials, grading standards and assessment. Every effort will be made by the COLLEGE to complete the first high school site visit by week 5. Additional site visit(s) may be identified after conclusion of the first visit.
- 3.14. The DISTRICT will ensure that its DISTRICT approved high school evaluation procedures are strictly adhered to for all DISTRICT Instructor teaching Dual Enrollment Courses.
- 3.15. Instructors shall teach the courses at a comparable level of rigor to all courses offered at the COLLEGE. Different sections of the same course shall be taught in a manner consistent with the approved outline of record for that course. The Courses shall be taught for the same number of hours as the same or similar courses taught at the COLLEGE.

## **4. CONCURRENT ENROLLMENT INSTRUCTORS**

- 4.1. Concurrent enrollment Faculty teaching CCAP courses shall be employees of the COLLEGE, and the COLLEGE is responsible for all wages and benefits.

**CONCURRENT ENROLLMENT INSTRUCTORS (Continued)**

- 4.2. The COLLEGE hereby certifies that all Faculty teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications as prescribed and were reviewed and approved by the COLLEGE's Faculty Qualification Committee as prescribed in the current edition of the Minimum Qualifications for Faculty and Administrators in California Community Colleges Handbook (<https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Educational-Services-and-Support/What-we-do/Educational-Programs-and-Professional-Development/Minimum-Qualifications>) and were reviewed and approved by the COLLEGE's Faculty Qualification Committee.
- 4.3. The DISTRICT hereby certifies that any Faculty listed in Appendix A have not displaced or resulted in the termination of any existing teacher teaching the same course in the DISTRICT.
- 4.4. Under the terms of this Agreement, any Faculty teaching at a high school campus has been submitted to a live scan fingerprint analysis, which will be kept on file at the DISTRICT and COLLEGE, so the parties may certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.
- 4.5. The DISTRICT and COLLEGE hereby certify that any remedial course taught by COLLEGE Faculty Northern United Charter Schools District shall be offered only to DISTRICT students who do not meet their grade level standard in Math, English, or both on an interim assessment in grade 10 or 11, as determined by the DISTRICT, and shall involve a collaborative effort between DISTRICT Instructors and COLLEGE Faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

**5. POINT OF CONTACT**

- 5.1. The COLLEGE appoints the Director of Student Success Pathways, Nicole Bryant Lescher, the as direct point of contact to the DISTRICT.
- 5.2. The DISTRICT appoints Shari Lovett as Northern United Charter School's direct point of contact to the COLLEGE.

**6. STUDENTS**

- 6.1. The Superintendent/Principal's signature on the Concurrent Enrollment Form, attached hereto as Appendix D, indicates that the student has DISTRICT approval to enroll in a CCAP course. The criteria used to assess the ability of pupils to benefit from courses under this Agreement are outlined in Appendix A.
- 6.2. Students must meet all COLLEGE prerequisite requirements as established by the COLLEGE and stated in the college catalog before enrolling in a dual or concurrent enrollment course.
- 6.3. Grades earned by students enrolled in dual and concurrent enrollment courses will be posted on official COLLEGE transcripts; Students are eligible to request Pass/No Pass or Credit/No Credit if the course is eligible for this as noted in the college catalog, or audit COLLEGE course (if space is available).

**STUDENTS (Continued)**

- 6.4. Students enrolled in dual and concurrent enrollment courses will be directed to the official catalogue of the COLLEGE.
- 6.5. Students enrolled in dual and concurrent enrollment courses will be eligible for student support services, which shall be available to them at the COLLEGE itself.
- 6.6. A dropped class within the COLLEGE drop date will not appear on the high school transcript as a college course. The student may, however, remain in the class and complete work to receive high school credit.
- 6.7. Students who withdraw, or are withdrawn by a Course Instructor, from a dual and concurrent enrollment course will not receive any COLLEGE credit for work completed. The student or Course

Instructor initiating the withdrawal must submit appropriate information/paperwork by all COLLEGE published deadlines. If withdrawn, a "W" will appear on the student's permanent college transcript.

- 6.8. Students are only allowed three attempts in the COLLEGE course. Any grades including a "W" are an attempt and a student cannot repeat a course in which they have received a passing grade. (5 CCR 55000)

## **7. ASSESSMENT OF LEARNING AND CONDUCT**

- 7.1. Students enrolled in dual and concurrent enrollment courses shall be held to equivalent standards of achievement as students on the COLLEGE campus.
- 7.2. Students enrolled in dual and concurrent enrollment courses shall be held to equivalent grading standards as those expected of students in campus COLLEGE sections.
- 7.3. Students enrolled in dual and concurrent enrollment courses shall be assessed using equivalent methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in on-campus COLLEGE sections.
- 7.4. Students enrolled in dual and concurrent enrollment courses shall be held to appropriate behavioral standards to learn college-level material.

## **8. EVALUATION**

- 8.1. The COLLEGE and the DISTRICT may conduct end-of-term student evaluations of each dual and concurrent enrollment course offered in the DISTRICT in accordance with established guidelines.
- 8.2. The COLLEGE and the DISTRICT may survey and collect data on students and alumni of dual and concurrent enrollment courses.
- 8.3. The COLLEGE and the DISTRICT may annually conduct surveys of participating DISTRICT instructors, principals, and guidance counselors.
- 8.4. The COLLEGE and the DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of dual and concurrent enrollment course delivery.

## **9. REPORTING TO THE CHANCELLOR'S OFFICE**

- 9.1. The COLLEGE, in conjunction with the DISTRICT, shall report annually to the State Chancellor's Office all of the following information:
  - a. The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
  - b. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
  - c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
  - d. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants.
  - e. The total number of FTES served online generated by CCAP partnership community college district participants.

## **10. RECORDS**

- 10.1. Records of student attendance, grades, and achievement for all DISTRICT students who enroll in a dual/concurrent enrollment course shall be maintained by the DISTRICT and by the COLLEGE electronic records system through the Course Instructor (Educ. Code § 76220).
- 10.2. The DISTRICT and COLLEGE hereby certifies that all information sharing will be done in compliance with privacy laws. This includes protecting student records from unauthorized disclosure or transmission to unauthorized third parties. The COLLEGE is committed to the protection and confidentiality of student educational records by adhering closely to the guidelines established by the Family Educational Rights and Privacy Act (FERPA) which is federal legislation established to regulate access and maintenance of student educational records.
- Federal and state laws relating to the privacy of student records may differ from those regulations governing California high school students. COLLEGE and DISTRICT agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Educ. Code §§ 49064 and 49076.)
- 10.3 COLLEGE and DISTRICT shall use each student education record that he or she may receive pursuant to this Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be applicable. (34C.F.R. § 99.31, 34 C.F.R. § 99.34, and Educ. Code § 49076.)
- 10.4 COLLEGE and DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code section 49064 as applicable.
- 10.5 By signature of its authorized representative or agent on this Agreement, the COLLEGE and DISTRICT hereby acknowledge that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.



## **11. REIMBURSEMENT**

- 11.1. The DISTRICT shall invoice the COLLEGE no later than May 15<sup>th</sup> for the use of instructional space and instructional services rendered over the span of the academic year. Reimbursement will be at the rate of \$2000 per instructor with up to 20 students enrolled in a course plus \$100.00 for each additional student enrolled in the course on or before the census date. Reimbursement shall be calculated based on the number of courses taught by a Course Instructor over the span of the academic year, not the number of Sections of the same Course. Appendix E includes several examples of different reimbursement schedules.
- 11.2. The DISTRICT shall establish a discretionary fund per school site which in part will reinvest in the program through supporting student books and other related items.
- 11.3. The COLLEGE shall make payment to the DISTRICT within 30 days of receiving the invoice for instructional space and services rendered.

## **12. APPORTIONAMENT/ADA**

- 12.1. The DISTRICT may report and receive payment for all average daily attendance (ADA) that complies with the current requirements for receiving ADA under applicable California law. (Educ. Code § 48802).
- 12.2. A DISTRICT shall not receive a state apportionment for an instructional activity for which the partnering COLLEGE has been or shall be paid an allowance or an apportionment. (Educ. Code § 76004(r))
- 12.3. The attendance of a high school pupil at a community college as a special part-time or fulltime student pursuant to this Agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Educ. Code §76004(s)).

## **13. FACILITIES**

- 13.1 The DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to the COLLEGE or students. The DISTRICT warrants that its facilities are safe and compliant with all applicable

building, fire, and safety codes.

13.2 The DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books, and other necessary equipment for all DISTRICT students. The parties understand that such equipment and materials are DISTRICT'S sole property. The instructor shall determine the type, make, and model of all equipment, books, and materials to be used during each course offered as part of this Agreement. DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code section 49011.

#### **FACILITIES (Continued)**

13.3 The COLLEGE'S facilities may be used subject to mutual agreement by the parties as expressed in Appendix A to this Agreement.

13.4 Except as provided under Education Code section 76004 (o), the courses included in this Agreement shall be held at facilities which are clearly identified as being open to the general public, noting that students may be required to meet course and program prerequisites.

#### **14. FUNDING**

14.1. For the purposes of allowances and apportionments from Section B of the State School Fund, a community COLLEGE district conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. (Educ. Code § 76004)

14.2. The COLLEGE hereby certifies it does not receive full compensation for the direct education costs of the courses from any public or private agency.

#### **15. INDEMNIFICATION**

15.1. The DISTRICT agrees to and shall indemnify, save, and hold harmless the COLLEGE and its officers, agents, and employees from all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the performance or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the DISTRICT, its officers and employees.

15.2. The COLLEGE agrees to and shall indemnify, save, and hold harmless the DISTRICT and its officers, agents, and employees from all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of the performance or in connection with this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE, its officers, and employees.

## **16. INSURANCE**

16.1 Each party shall maintain insurance as described below.

- a. **Workers' Compensation Insurance.** Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. **General Liability Insurance.** Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
  - i. DISTRICT or COLLEGE, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  - ii. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by DISTRICT or COLLEGE.
- c. **Automobile Insurance.** Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
- d. Each party's employees shall drive insured vehicles for means of transporting themselves pursuant to the Agreement and shall carry proof of personal automobile insurance in their vehicle. Each employee shall maintain personal automobile insurance coverage in an amount of no less than \$100,000 per occurrence and \$300,000 aggregate. Each party shall ensure that it has received and maintains proof of such insurance from each employee under this Agreement.

The following documentation shall be submitted to the other party:

- a. Properly executed Certificates of Insurance clearly evidencing all

coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.

- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

#### **17. NON-DISCRIMINATION**

17.1. Neither the DISTRICT nor the COLLEGE shall discriminate based on race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other characteristic that is contained in the definition of hate crimes set forth in the California Penal Code.

#### **18. TERM OF AGREEMENT**

18.1. The term of this Agreement shall be July 1, 2021 – June 30, 2023.

#### **19. TERMINATION OR CHANGES**

19.1. Either party may terminate this Agreement at any time by providing 30 days' written notice to the other party. Written notice of termination or changes to this Agreement shall be addressed to the responsible person listed in Section 20 below.

19.2. Upon termination of this Agreement, the DISTRICT shall develop a COLLEGE approved teach-out plan that enables students to complete the dual/concurrent enrollment course in which they are enrolled.

**20. NOTICES**

20.1. All notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S Mail, postage to be prepaid to the following addresses:

College of the Redwoods District

Attention: Nicole Bryant Lescher  
7351 Tompkins Hill Road  
Eureka, CA 95501

Northern United Charter Schools

Attention: Superintendent Shari Lovett  
2120 Campton Road  
Eureka, Ca 95503

**21. INTEGRATION**

21.1. This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

**22. MODIFICATIONS AND AMEDEMMENT**

22.1. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the parties.

**23. GOVERNING LAWS**

23.1. This Agreement shall be interpreted according to the laws of the State of California with venue in Humboldt County and no other place.

**24. SEVERABILITY**

24.1. This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**25. COUNTERPARTS**

25.1. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**26. PRIOR AGREEMENT**

26.1 This Agreement supersedes and replaces all previous agreements between the parties.

**27. REPRESENTATION BY COUNSEL**

27.1 Each Party understands and is aware that School and College Legal Services of California provides legal advice and services to both parties on this and other matters. Each Party has consented to the representation of the other Party in the formation and implementation of this Agreement by the same legal counsel.



**CCAP Dual Enrollment Signature Page  
Northern United Charter Schools  
and College of the Redwoods  
July 1, 2022 through June 30, 2025**

**College of the Redwoods**

**Date:** 8/2/22

**President Name:** Dr. Keith Flamer

**President Signature:**

A handwritten signature in black ink, appearing to be 'K. Flamer', written over a horizontal line.

**Northern United Charter Schools**

**Date:**

**Superintendent/Principal Name:** Superintendent Shari Lovett

**Superintendent Signature:**

**College of the Redwoods District Board Meeting:**

a) Board Meeting Date: June 7<sup>th</sup>, 2022

**Northern United Charter Schools Board Meeting:**

a) Board Meeting Date: \_\_\_\_\_



**APPENDIX A**

**Dual Enrollment Course Projections  
2022-2023**

The COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

**PROGRAM YEAR:** 2022-2023

**SCHOOL DISTRICT:** Northern United Charter Schools

**HIGH SCHOOL:** Humboldt Charter School

**EDUCATIONAL PROGRAM:** General Studies

TOTAL NUMBER OF STUDENTS TO BE SERVED: 20 (approximate)					TOTAL PROJECTED FTES: 2.057			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION	
My Future, My Plan	GS-7	Fall	TBD	12:50-3pm 2 days/week	Shermer Tusco	CC HS	CC	HS



**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Education Code 76004):

The College's General Studies course was chosen because it aligns with the established CTE Program Pathways at the High School. The college and high school also determined after reviewing demographic and cumulative GPA information that offering this dual enrollment courses under a CCAP agreement would be offering dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education and assist in creating a seamless pathway between the high school and community college in career and technical education areas. High school teachers and counselors teaching these pathway students advise students into the dual enrolled sections based on their academic readiness.

## APPENDIX B



### Instructional Service Agreement Dual Enrollment Sign & Return to Nicole Bryant Lescher

#### COMPENSATION:

College of the Redwoods ("College") pays your school district ("District") \$2000.00 per dual enrollment course offered with the understanding that the funds will go toward the cost of the instruction and for the use of instructional space. The dual enrollment instructor of record is not a paid employee of the College. The College is responsible for the educational program and/or course offered and has primary control over the instructional activities.

#### EXPECTATIONS:

In order for the DISTRICT to receive the stipend, the DISTRICT must adhere to the following expectations:

1. Mandatory instructor attendance at curriculum alignment meeting(s) and instructor orientation.
2. Mandatory instructor attendance at annual articulation meetings, if applicable to the course, as well as instructor attendance at CTE advisory committee meetings.
3. Enrollment Facilitation:
  - a. Check all applications/registration forms and Special Part-Time Concurrent Admit form for completion and signatures.
  - b. Working with high school dual enrollment liaison and counselors, assure high school students are identified as college ready.
  - c. Check college and high school rosters at the time of notification by the dual enrollment liaison for accuracy and notify the dual enrollment liaison of any discrepancies.
  - d. Adhere to the College's add/drop deadlines as they pertain to specific dual enrollment courses.
4. Census Reporting and End of Term Grading/Reporting:
  - a. Submit Census verification and course grades on Web Advisor within timeline established by the College.
  - b. Report Course Learning Outcomes (CLOs) results with College faculty.
5. Instructor Evaluations:
  - a. Instructors shall teach the courses at a comparable level of rigor to all courses offered at the college. Different sections of the same course shall be taught in a manner consistent with the approved outline of record for that Course. The courses shall be taught for the same number of hours as the same or similar courses taught at the College.

#### INSTRUCTOR RESPONSIBILITIES:

1. At the beginning of each semester, INSTRUCTOR shall prepare and distribute current course syllabi to the students in each class taught and submit syllabi to the College's dual enrollment liaison. Syllabi will follow the standard syllabi example (i.e. include course objectives and requirements, grading policy, course content, student learning outcomes, and any specific rules or expectations of the instructor).
2. High school Instructor (minimally qualified to teach the College course) must attend curriculum alignment meeting(s) to learn of course content, student learning outcomes, materials/texts needed to meet student objectives, and to engage in overall dialogue on the college course requirements. If applicable, the instructor must attend annual articulation meetings. For CTE courses, attendance at College Advisory Committee meetings required.

**INSTRUCTOR RESPONSIBILITIES (Cont.):**

3. All high school instructors are encouraged, but not mandated, to participate in activities sponsored by the College in ongoing collegial interaction to address course content, course delivery, assessment, evaluation, course outcomes, and/or research and development in the field.
  4. Instructor will be evaluated by a College faculty member on the use of instructional activities and materials.
  5. Instructor must ensure that all application/registration forms are completed.
  6. Instructor will turn in college and high school rosters at a time specified by the Dual Enrollment Liaison.
  7. Instructor will adhere to the College's add/drop deadlines.
  8. Instructor will monitor enrollment roster and submit census verification by determined College deadline.
  9. Instructor will maintain accurate records of student's grades and submit College grades by determined college deadline.
  10. Instructor will take part in the College's assessment process, working in conjunction with the College's faculty liaison, to report all course learning outcome(s) assessment results at the end of each semester.
  11. Instructor will present course content according to a planned schedule and consistent with the College's approved course outline of record; when teaching according to the College's outline, the College has primary control over the instructional activities.
  12. Instructor will instruct and supervise students during all class times. During class times, the high school instructor will not have any other assigned duty.
- 

**COMMITMENT TO INSTRUCTIONAL SERVICE AGREEMENT:**

Course Instructor, please complete this section and sign.

Date:

High School Name:

Course Title(s):

Instructor Signature:

Instructor Printed Name:

High School District Contact, please complete this section and sign.

Date:

High School Name:

Signature:

Printed Name:

College of the Redwoods Vice President of Instruction, please sign.

College of the Redwoods Vice President of Instruction Signature:

College of the Redwoods Vice President of Instruction Printed Name: Vice President Kerry Mayer

**APPENDIX C**



**High School Course Requests  
Dual Enrollment 2022 – 2023  
Return to Nicole Bryant Lescher  
Nicole-bryantlescher@redwoods.edu**

**Section I: High School Information**

High School:  
District:  
Contact Person:  
Email:  
Phone Number:

Principal/Superintendent (print)	
Principal/Superintendent (signature)	Date

**Section II: Courses Requested**

High School Course Name	CR Course Name	High School Instructor Name	Ideal Start-End Date	Days Course is Taught	Start-End Time of Class	Location	Approximate Total # of Students Served

The College and District determines after reviewing demographic and cumulative GPA information that offering these dual enrollment courses under a CCAP agreement would be offering DE opportunities for students who may not already be college bound or who are underrepresented in higher education. DE assists in creating a seamless pathway between the high school and community college in career technical education. High school teachers and counselors teaching these pathway students have advised students into the dual enrolled sections in their areas based on their academic readiness.

## APPENDIX D



## CONCURRENT ENROLLMENT OF HIGH SCHOOL STUDENTS 2022-2023

### INFORMATION FOR STUDENTS AND PARENTS

College of the Redwoods permits concurrent enrollment of current high school students who have not achieved a high school diploma or the equivalent. Concurrently enrolled high school students may be eligible to earn college credit that also applies toward their high school credit completion if the student agrees to release their final grades earned at College of the Redwoods to their high school Registrar, counselor, or designee. **All grades earned by the student at College of the Redwoods are recorded on the student's permanent academic record at the College.**

**Registration and Student Services Fees are waived, however Materials Fees may apply.** All fees charged to a student's account must be paid for at the time of registration.

#### **COLLEGE OF THE REDWOODS IS NOT RESPONSIBLE FOR**

Extraordinary supervision of concurrently enrolled high school students or the student's selection of coursework. Course content is intended for adults and is not altered for concurrently enrolled high school students. Concurrently enrolled students may be exposed to discussions, readings, and visual materials of a mature nature.

#### **CONCURRENTLY ENROLLED HIGH SCHOOL STUDENTS ARE RESPONSIBLE FOR**

Complying with and adhering to the rules and regulations of the College and are subject to College of the Redwoods' Student Code of Conduct. For detailed information regarding CR's rules, regulations, and the Student Code of Conduct, please see CR's Administrative and Board Policies, *Chapter 5 – Student Services*.

**College of the Redwoods Administrative and Board Policies:**

<https://www.boarddocs.com/ca/redwoods/Board.nsf/Public?open&id=policies>

### CONDITIONS OF ENROLLMENT

Students not meeting all of the conditions below may be considered for enrollment by ~~request~~ to the Vice President of Student Services and Learning Support.

1. The student is at least 15 years of age or has completed the eighth grade.
2. The student obtained approval to enroll from their parent or legal guardian.
3. The student obtained recommendation to enroll from their principal or superintendent.
4. The student may not enroll in more than 11 units or in any 300-level (basic skills) courses.
5. The student is accepted for enrollment by the President of the College, or by the President's designee, on the basis that the student is able to benefit from instruction as determined by the College.

### GETTING STARTED AT COLLEGE OF THE REDWOODS

1. **Complete the CR Application online through CCCApply: <https://www.redwoods.edu/admissions/getstarted>** If this is your first application through CCCApply, you will need to first create your OpenCCC account or ID.
2. **Complete the reverse side (page 2) of this form and submit it to the Admissions and Records Office.** Students must obtain written approval from their parent(s) and recommendation from their principal or superintendent prior to registering for coursework. **An updated Concurrent Enrollment Form must be completed and submitted for each academic year that the student plans to attend College of the Redwoods.** Students who have not submitted the completed form are not permitted to register in coursework.
3. **Submit high school transcripts to the Admissions and Records Office.** College of the Redwoods will use high school transcripts to determine a student's placement into an appropriate level of math and English courses.
4. **Complete the attached California Promise Grant.** This is not required for concurrently enrolled high school students, however it is strongly recommended. Please note that, **concurrently enrolled students are not eligible for federal or state financial aid programs other than the California Promise Grant, which is a fee- waiver program.**

# CONCURRENT ENROLLMENT

2022-2023 Academic Year

Summer 22, Fall 22, Spring 23

Full Name \_\_\_\_\_ CR ID# \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Phone / Email \_\_\_\_\_  
Current High School \_\_\_\_\_ Grade Level \_\_\_\_\_

**STUDENT:** All students at College of the Redwoods are granted privacy and confidentiality protections under the Family Education Rights and Privacy Act (FERPA). These rights extend to concurrently enrolled high school students. A student's information at College of the Redwoods will NEVER be released without their expressed, written consent.

Please select whether you grant College of the Redwoods authorization or permission to release your final grades and enrollment activity to your high school Registrar, counselor or designee and/or your parent(s) or legal guardian(s).

**You must make a selection for each.**

### RELEASE OF AUTHORIZATION – HIGH SCHOOL:

If you authorize College of the Redwoods to release your final grades and enrollment activity to your high school Registrar, counselor or designee, you may be eligible to receive course credit toward your high school completion.

- I authorize College of the Redwoods to release my final grades and information regarding my enrollment activity to my high School Registrar, counselor, or designee.
- I DO NOT authorize College of the Redwoods to release my final grades and information regarding my enrollment activity to my high school Registrar, counselor, or designee.

### RELEASE OF AUTHORIZATION – PARENT(S) OR LEGAL GUARDIAN(S):

- I authorize College of the Redwoods to release my final grades and information regarding my enrollment activity to my parent(s) or legal guardian(s).
- I DO NOT authorize College of the Redwoods to release my final grades and information regarding my enrollment activity to my parent(s) or legal guardian(s).

### STUDENT'S AGREEMENT

By signing below, I acknowledge understanding and acceptance of the conditions of enrollment, as well as the information for students and parents, as explained on the reverse side (page 1) of this form. I understand that I may not enroll in more than 11 units per semester nor am I able to enroll in 300-level (basic skills) coursework. If I enroll in more than 11 units, the College will cancel my enrollment from the last added course until I am registered in no more than 11 units. I understand that grade(s) earned at College of the Redwoods are recorded on my permanent academic record.

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_

### PARENT OR LEGAL GUARDIAN'S AGREEMENT

By signing below, I acknowledge understanding and acceptance of the conditions of enrollment, as well as the information for students and parents, as explained on the reverse side (page 1) of this form. I understand and accept that all College students have privacy protections under FERPA laws as described above; and, unless the student provides written consent, College of the Redwoods will NEVER release a student's information to a third-party individual including the student's parent regardless of student's age.

Parent or Legal Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

### PRINCIPAL OR SUPERINTENDENT'S AGREEMENT

By signing below, I acknowledge understanding and acceptance that the recommendation of this student is in compliance with Education Code, Sections 48800, 48800.5, 48801 and 76001. This student demonstrates the ability to benefit from instruction at College of the Redwoods. I understand and accept that, for any particular grade level, a principal may not recommend for community college summer session attendance more than 5% of the total number of pupils who completed that grade immediately prior to the time of recommendation. Early College High School students are exempt from this restriction, per amended Education Code 48800 as required by AB 967.

Principal or Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX E

### DUAL ENROLLMENT HIGH SCHOOL INSTRUCTOR COMPENSATION

Reimbursement will be at the rate of \$2000 per instructor with up to 20 students enrolled in a course plus \$100.00 for each additional student enrolled in the course on or before the census date. Reimbursement shall be calculated based on the number of courses taught by a Course Instructor over the span of the academic year, regardless of number of sections of the same course.

20 students or less no matter how many sections of the same course over the span of the academic year = \$2,000  
Over 20 students in same type of course over the span of the academic year = additional \$100 per student regardless of number of sections

Example 1: One Section (Over 20 Students)			
Section 1	31	first 20 students	\$2,000
		11 additional students	\$1,100
Total number of students	31	Total Cost	\$3,100
Example 2: Three Sections of the Same Course (low enrollment) offered during academic year			
Section 1	7	Under 20 total students across multiple sections	
Section 2	6		
Section 3	5		
Total number of students	18	Total Cost	\$2,000
Example 3: Four Sections of the Same Course (high enrollment) offered during academic year			
Section 1	20	first 20 students	\$2,000
Section 2	18	additional 58 students across multiple sections	\$5,800
Section 3	15		
Section 4	25		
Total number of students	78	Total Cost	\$7,800
Example 4: Same Instructor Teaches Two Different Courses (Low Enrollment)			
Course 1 (WT 53)	12	Course 1 has less than 20	\$2,000
Course 2 (GS 7)	11	Course 2 has less than 20	\$2,000
Total Students	23	Total Cost	\$4,000
Example 5: Same Instructor Teaches Two Different Courses - Multiple Sections offered during academic year			
Course 1 Section 1 (WT 53)	10	Course 1 has 23 students across two sections	\$2,300
Course 1 Section 2 (WT 53)	13		
Course 2 Section 1 (GS 7)	7	Course 2 has less than 20 across sections	\$2,000
Course 2 Section 2 (GS 7)	10		
Total Students	40	Total Cost	\$4,300



**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.6 Approval of the NUCS Independent Study Policy

**Action Requested:**

Approval

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

AB 108 was passed in June and included some changes to independent study law. These changes necessitate updating our independent study policy. This draft policy has been written by our legal counsel.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett

## S-08 Independent Study Policy

Adopted 9/20/2018, 11/14/2019, 11/12/2020  
Revised & Adopted 8/19/2021, 11/10/2021, INSERT DATE

**Commented [CLF1]:** The School may want to consider combining these as "Adopted/Revised."

Northern United Charter Schools shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. Northern United Charter Schools shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Northern United Charter Schools' Board of Directors for implementation at the Charter School:

- For pupils in all grade levels and programs offered by Northern United Charter Schools, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty (20) school days.
- The Northern United Charter Schools' School Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
  - When any pupil fails to complete three (3) assignments during any period of twenty (20) school days.
  - In the event a student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:
    - The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs four (4) and five (5).
    - The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
    - Learning required concepts, as determined by the supervising teacher.
    - Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
- A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three (3) years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
- Northern United Charter Schools shall provide content aligned to grade level standards that is ~~provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.~~ For high school grade levels this shall include access to all courses offered by the

Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

- Northern United Charter Schools has adopted tiered reengagement strategies for the following pupils:
  - All pupils who are not generating attendance for more than ~~three (3) school days or 60% of the instructional days in a school week, or ten (10) percent of the required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;~~
  - Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than ~~the greater of three (3) schooldays or 60%~~ 50% of the scheduled ~~days-times~~ of synchronous instruction in a school month as applicable by grade span; or
  - Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

~~These procedures shall include, but are not necessarily limited to, local programs intended to address chronic absenteeism, as applicable, with at least all of the following:~~

- Verification of current contact information for each enrolled pupil;
- Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation;
- A plan for outreach from Northern United Charter Schools to determine pupil needs including connection with health and social services as necessary;
- A clear standard for requiring a pupil-parent-educator conference ~~shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph four (4) of subdivision (g) of Education Code Section 51747.~~

The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

- For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record assigned supervising teacher shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.
- For pupils in grades 4 through 8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher or teachers of record shall be as follows: Meeting either in person, through telephonic communication or the internet or any combination of these formats as determined by the written independent study agreement.
- For pupils in grades 9 through 12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record assigned supervising teacher shall be as follows: Meeting either in person, through telephonic

communication or the internet or any combination of these formats as determined by the written independent study agreement.

- The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: The Charter School will provide options for local schools with in-person instruction.
- A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
  - The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
  - The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
  - The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
  - A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
  - The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
  - A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
  - A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
  - The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the

case of a pupil who is referred or assigned to any school, class or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

- o Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. ~~and all persons who have direct responsibility for providing assistance to the pupil.~~ For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
  - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
  - ~~• For the 2021-2022 school year only, Northern United Charter Schools shall obtain a signed written agreement for an independent study program of any length of time no later than thirty (30) days after the first day of instruction in an independent study program or October 15, whichever date comes later.~~

Northern United Charter Schools shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted thereunder.

The Northern United Charter Schools' School Director may establish regulations to implement these policies in accordance with the law.

**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.7 Approval of the Childhood Vaccination Requirements Related to In-Person Instructional Opportunities

**Action Requested:**

Approval

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

With the Governor's announcement regarding a COVID-19 vaccination mandate for students, we should examine our current vaccination practices. SB277, SB276 and SB714 are laws that guide our current practices regarding student vaccinations, exemptions and in-person participation. The Board must decide whether or not students who are unvaccinated and do not have any waivers, exemptions, or exclusions may participate in in-person classes held by outside vendors.

**Fiscal Implications:**

To be determined

**Contact Person/s:** Shari Lovett



Shari Lovett <slovett@nucharters.org>

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## The Personal Belief Exemption for Student COVID-19 Vaccinations

1 message

Barrett Spider <barrett@capitoladvisors.org>  
Reply-To: barrett@capitoladvisors.org  
To: slovett@nucharters.org

Mon, Nov 22, 2021 at 3:13 PM

There appears to be a lot of confusion around the state's student COVID-19 vaccination requirement, and this is contributing to friction across the state.

First, it is important to be clear that the Governor's vaccination requirement is not yet in effect. Governor Newsom announced an intent to implement a student COVID-19 requirement once the Food and Drug Administration (FDA) has given full approval for school-aged children to receive the vaccine. Once fully approved, the California Department of Public Health (CDPH) could then require student vaccination for COVID-19. The earliest this requirement is expected to go into effect is July 2022 (which means next school year, at the earliest).

Second, as explained in detail below, requiring COVID-19 vaccination for students through this process requires the mandate to include a broad "personal belief" exemption that will allow parents to opt-out of the vaccine requirement and continue to have their children attend school in-person. A personal belief exemption differs from exemptions based on religious beliefs or medical conditions. We think schools will need to honor a properly submitted request for a personal belief exemption, without doing a complicated review of the request.

Remember that a small number of school districts (mostly in urban areas) have created their own local policies requiring COVID-19 vaccinations that have already gone into effect. However, these local policies do not have statewide application and the implementation of these policies will likely be tested in court.

For the state to add the COVID-19 vaccination to the current list of ten required vaccinations for students without a personal belief exemption (see below for details), the Legislature and Governor would need to pass a law adding it to the list. The Legislature is currently on recess and will return to normal business in January. We fully expect a legislator to introduce a bill proposing to add COVID-19 to the list of required vaccinations. However, even if successful, that new law would not take effect until the following January (2023). In order for a bill to take effect before then, it would need a 2/3 super-majority vote in both houses of the Legislature – which, absent a change in the current trends, we think is highly unlikely given the amount of controversy related to this issue and the fact that 2022 is an election year with legislators running in new legislative districts.

Caitlin Jung from our team prepared the following summary on immunization requirements for California students.

### **History of Immunization Requirements for Students**

**Student Immunization Requirements Prior to SB 277 (Prior to  
January 1, 2016)**

**Health and Safety Code (HSC) Section 120335** prohibits the governing board of a school district or private school from unconditionally admitting a student, prior to their first admission to an institution, unless they have been fully immunized against the following ten diseases:

1. Diphtheria
2. Hepatitis B
3. Haemophilus Influenza type b
4. Measles
5. Mumps
6. Pertussis (whooping cough)
7. Poliomyelitis
8. Rubella
9. Tetanus
10. Varicella (chickenpox)

In addition to the diseases listed above, the California Department of Public Health (CDPH) also has the authority, as it deems appropriate, to add diseases to the list of required vaccinations, after considering the recommendations of the Advisory Committee on Immunization Practices of the U.S. Department of Health and Human Services, the American Academy of Pediatrics, and the American Academy of Family Physicians. *HSC Section 120335 (b)(11)*.

The HSC provided exemptions from this school immunization requirements for (1) medical reasons or (2) personal belief concerns.

In order to receive a personal belief exemption, a student's parent or guardian must file a letter or affidavit with the governing board of a school district that states which immunizations a student has not received because they are contrary to the student's beliefs. Additional requirements for a personal belief exemption were added under **SB 2109** (Pan, 2012). The bill amended HSC Section 120365 to require, on and after January 1, 2014, a form prescribed by CDPH to accompany the letter or affidavit requesting the personal belief exemption and required the form to include both of the following:

- Signed attestation from a health care practitioner that the practitioner provided the student's parent or guardian with information regarding the benefits and risks of the immunization and the health risks of the communicable diseases listed in HSC 120335
  
- Written statement by the student's parent or guardian that the signer has received the information provided by the health care practitioner.

Additionally, when he signed SB 2109, Governor Brown directed CDPH to also add a separate religious exemption on the newly required form, so that those whose religious beliefs preclude vaccinations would not be required to seek a health care practitioner's signature.



**Student Immunization Requirements After SB 277 (January 1, 2016 to present)**

Following a measles outbreak in December 2014 at Disneyland, Senator Richard Pan (D-Sacramento) authored **SB 277** in 2015. SB 277 was signed into law by Governor Jerry Brown on June 30, 2015 and went into effect on January 1, 2016.

SB 277 eliminated the ability of a parent or guardian to submit a personal belief exemption to the school immunization requirements by repealing HSC Section 120365. This section as referenced above, contained both the authority to submit a personal belief exemption and the requirement that the exemption include an additional form from CDPH stating that a health practitioner had informed the parent or guardian of the benefits and risks of vaccinations and the health risks of communicable diseases.

However, SB 277 also contained two provisions to allow the continued use of personal belief exemptions beyond January 1, 2016, in the following circumstances:

- **Personal belief exemptions on file prior to January 1, 2016.** A pupil who, prior to January 1, 2016, has a letter or affidavit on file stating beliefs opposed to immunization shall be allowed to stay enrolled without having to meet immunization requirements until the pupil enrolls in the next grade span. Grade span is defined as (1) birth to preschool, (2) kindergarten to grade 6, (3) grade 7 to 12. Any personal belief exemption still on file and in effect under this grandfathering-in clause, i.e. those students enrolled in Kindergarten in the 2015-16 under a personal belief exemption, will no longer be valid beginning in the 2022-23 school year, as those students enter a new grade span, i.e. 7th grade. *HSC Section 120335 (g)*
- **Personal belief exemptions for any diseases added after January 1, 2016 through regulations by CDPH.** If CDPH adds a disease to the list of vaccinations required for enrollment, pursuant to its authority under HSC Section 120335 (b)(11), the vaccination may be mandated before a student's first admission to any private or public elementary or secondary school, child care center, day nursery, nursery school, family day care home, or development center, *only if* exemptions are allowed for both medical reasons and personal beliefs. *HSC Section 120338.*

Outside of these two situations, the only way a parent or guardian can exempt their student from the immunization requirements after January 1, 2016 is for medical reasons.

Lastly, SB 277 also added language to the HSC to provide that the immunization requirements do not apply to homeschool students or students enrolled in an independent study program who do not receive classroom-based instruction.

**Medical Exemptions after SB 276 (Pan, 2019) & SB 714 (Pan, 2019) (January 1, 2020 to present)**

Following the increased number of medical exemptions to vaccine requirements after the passage of SB 277 and reports of complaints against physicians regarding questionable medical exemptions, Senator Pan authored **SB 276**. When SB 276 was its way to his desk, Governor Newsom requested additional amendments. Those amendments were added to Senator Pan's **SB 714**. The Governor signed both bills on September 9, 2019 and they went into effect on January 1, 2020.

SB 276 put in place a number of administrative safeguards to address concerns about the validity of submitted medical exemptions, including:

- **Standardized medical exemption form.** Required CDPH to develop a standardized form for medical exemptions that includes information about the granting physician and the child, the medical reason for the exemption, and whether it is temporary or permanent, a certification that a physical exam was conducted and that all included information is accurate and authorization for the release of medical records related to the medical exemption. Requires all medical exemptions obtained after January 1, 2021 to be submitted using this form in order to be considered valid.
  
- **Review of medical exemptions and physicians.** Requires CDPH to annually review immunization reports from all schools and identify those schools with an immunization rate of less than 95% and requires CDPH to review the medical exemptions from those schools. Also requires CDPH to review the medical exemptions issued by a physician or surgeon who has submitted five or more medical exemptions in a calendar year. Under these reviews, CDPH must identify those medical exemption forms that do not meet applicable Centers for Disease Control and Prevention, Advisory Committee on Immunization Practices, or American Association of Pediatrics criteria for appropriate medical exemptions. If a medical exemption is determined to be in appropriate or invalid, the State Public Health Officer will also review the exemption to determine whether to deny or revoke a medical exemption.
  
- **Appeal process.** Requires the Secretary of the California Health and Human Services to appoint an independent panel of primary care or immunization expert physicians to hear the appeals permitted by parents or guardians regarding revoked medical exemptions.

SB 714 made additional changes to the medical exemption procedures established under SB 276, including:

- **Effective date of standardized form.** Clarified that the requirement to submit a medical exemption using the standardized form created by CDPH under SB 276 does not take effect until July 1, 2021.

- **Student with medical exemption issued before January 1, 2020.** Allows these students to continue enrollment under the exemption until the student enrolls in the next grade span. Grade span has the same meaning as established under SB 277. Also prohibits a medical exemption issued prior to January 1, 2020 from being revoked unless it was issued by a physician who has been subject to disciplinary action by a licensing board.
- **Medical exemptions obtained prior to January 1, 2021.** Removed the requirement under SB 276 that would have required a parent or guardian to submit to CDPH a copy of a medical exemption granted prior to the creation of the standardized medical exemption form.
- **Length of medical exemptions.** Prohibits a medical exemption from being extended beyond a grade span.
- **Physicians on probation.** Prohibits CDPH and the governing authority of a school district from accepting a medical exemption from a physician who is on probation for action related to immunization standards of care unless, and until, the probation has been terminated.
- **Signed under penalty of perjury.** Removed the requirement under SB 276 that would have required a physician issuing a medical exemption to certify under the penalty of perjury that the information on the form was true, accurate, and complete.

**Governors Potential Student Vaccine Requirement (*likely no earlier than July 1, 2022*)**

On October 1, 2021, Governor Gavin Newsom **announced** that he had directed CDPH to add the COVID-19 vaccine to the list of vaccinations required for a student to attend in-person instruction, through regulations promulgated pursuant to CDPH's authority under HSC Section 120335 (b)(11). According to the Governor's announcement, students would be required to be vaccinated against COVID-19 for in-person instruction starting the semester after which the U.S. Food and Drug Administration (FDA) has granted **full approval** of a COVID-19 vaccine for their grade span. Grade spans for this are defined as grades 7-12 (corresponding to students aged 12-18) and grades K-6 (corresponding to students aged 5-11).

Currently, the FDA has granted **full approval** of the use of the Pfizer vaccine for individuals 16 years of age and older but only granted emergency approval for the use of the Pfizer COVID-19 vaccine in children ages 5-15. Emergency approval for children 12-15 was **granted** on May 10, 2021 while emergency approval for children 5-11 was **granted** on October 29, 2021. However, despite the FDA having granted full approval for some of the students in the grade 7-12 grade span, the requirement would not go into effect for students in any of those grades until there is full approval for the entire grade span. The

requirement will be phased in as grade spans are fully approved. According to the Administration, the requirement is expected to apply to grades 7-12 starting on July 1, 2022.

Because the Governor has directed CDPH to add the COVID-19 vaccine to the required list of vaccines using the regulatory process, instead of pursuing legislation to that effect, HSC Section 120338 requires that both medical and personal belief exemptions be allowed with regards to the COVID-19 vaccine. This means that, even though SB 277 eliminated new personal belief exemptions for the 10 diseases listed in HSC Section 120335, once the Governor's COVID-19 vaccine requirement goes into effect, parents and guardians will still be able to file personal belief exemptions limited to the COVID-19 vaccine. As mentioned above, a legislator could introduce legislation to add COVID-19 to the list without a personal belief exemption when the Legislature returns in January, but any such effort is unlikely to take effect before January 1, 2023.

Please let us know if we can provide any additional information.

Thanks,  
-Barrett

Barrett Snider  
Partner | Capitol Advisors Group

Capitol Advisors Group, LLC | 925 L Street, Suite 1200, Sacramento, CA 95814

[Unsubscribe slovett@nucharters.org](mailto:unsubscribe.slovett@nucharters.org)

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Sent by [barrett@capitoladvisors.org](mailto:barrett@capitoladvisors.org)



# Northern United Charter Schools

Northern United Humboldt Charter School

*Learning Today, Leading Tomorrow*

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

**School Director**  
Shari Lovett

**Board of Directors**  
Jere Cox - President  
Blanca Garza - Vice President  
Rosemary Kunkler  
Jeff Lamphare  
Malissa Johnson

May 26, 2021

Dear Parents,

We are excited to see our students and staff return to in-person learning. Thank you for your ongoing understanding and support as we continue to navigate these challenging times. I praise you for navigating the ongoing demands and stresses that COVID-19 has made us face as a community and a nation. We know we can count on you to move forward and help our students achieve their academic, social, health and wellness goals.

While our schools are taking full precautions to keep everyone safe at school and limit the spread at school as much as possible, I wanted to remind you that there are other infectious diseases, such as measles and chicken pox, which can impact our schools. That said, we need all our children to be up to date on their shots.

I urge you to make an appointment with your child's doctor now to get caught up on any required shots your child may have missed. If your child is 12 years or older, ask their doctor about how to get the COVID-19 shot. As you may be aware, doctors are taking extra steps to keep you and your family safe during in-person appointments. If your child does not have health insurance, please contact the local health department at (707)268-2900 to find a clinic that offers free or low-cost immunizations. Please visit the CDC website to view the recommended child and pre-teen/teen immunization schedules.

Thank you in advance for helping keep our schools, teachers, staff and community safe.

With gratitude,

Shari Lovett  
Director



# Northern United Charter Schools

Northern United - Siskiyou Charter School

*Learning Today, Leading Tomorrow*

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

## School Director

*Shari Lovett*

## Board of Directors

*Jere Cox - President*

*Bianca Garza - Vice President*

*Rosemary Kunkler*

*Jeff Layphure*

*Melissa Johnson*

May 25, 2021

Dear Parents,

We are excited to see our students and staff return to in-person learning. Thank you for your ongoing understanding and support as we continue to navigate these challenging times. I praise you for navigating the ongoing demands and stresses that COVID-19 has made us face as a community and a nation. We know we can count on you to move forward and help our students achieve their academic, social, health and wellness goals.

While our schools are taking full precautions to keep everyone safe at school and limit the spread at school as much as possible, I wanted to remind you that there are other infectious diseases, such as measles and chicken pox, which can impact our schools. That said, we need all our children to be up to date on their shots.

I urge you to make an appointment with your child's doctor now to get caught up on any required shots your child may have missed. If your child is 12 years or older, ask their doctor about how to get the COVID-19 shot. As you may be aware, doctors are taking extra steps to keep you and your family safe during in-person appointments. If your child does not have health insurance, please contact the local health department at (530)926-4588 to find a clinic that offers free or low-cost immunizations. Please visit the CDC website to view the recommended child and pre-teen/teen immunization schedules.

Thank you in advance for helping keep our schools, teachers, staff and community safe.

With gratitude,

Shari Lovett  
Director

Dear Parent(s),

The California Department of Public Health (CDPH) has set out new requirements for immunization of students in all schools. Some of these changes may directly affect your student(s). Please read the updates below and take steps now for fall grade level.

**CURRENT SHOT REQUIREMENTS: (no change to these)**

**Student in TK to gr.6 must have:** 5 DTP, 4 Polio, 3 Hep. B, 2 MMR, 2 Varicella.

**Students in gr.7-12 must have:** All the K-6 shots listed above, plus the Tdap shot.

(The CoVid vaccine is NOT required at this time, but is available for those 12 years and older.)

**UPDATES:**

**NEW- MEDICAL EXEMPTIONS (ME)**

As of January 1, 2021 (last Jan.1), ALL NEW medical exemptions have to go through the "CAIR-ME" website system. **SEE STEPS LISTED BELOW.**

**PAST MEDICAL EXEMPTIONS (ME) and Personal Beliefs exemptions (PBE)**

All students with current Medical Exemptions or grandfathered PBE's on file will be honored until the next grade span (entering KN or gr.7). At that point, they will have to get required shots, or, get a renewed Medical Exemption through the CAIR-ME process. Students may take these exemptions with them school to school until next grade span.

**COMPLICATION to CURRENT MEDICAL EXEMPTIONS (ME)**

If any current Medical Exemption is signed by a Physician who is "under disciplinary action", those exemptions may be revoked by the CDPH. The CDPH would contact families and the doctor if the ME is revoked. Parent has the option to appeal to CDPH.

**"CONDITIONAL" ENROLLMENTS**

Conditional enrollments must have one shot from each category: Polio, DTP, Hep B, MMR, Varicella, in order to enroll or attend. As well as meet the CDPH TIMELINE of when each booster shot is administered. Update the school of each appointment.

**HOME ONLY STATUS** may still be an option for some situations.

**THE CAIR-ME STEPS FOR GETTING MEDICAL EXEMPTIONS:**

Website; [cair.cdph.ca.gov/exemptions](http://cair.cdph.ca.gov/exemptions)

- 1- Physician registers and creates a CAIR-ME account.
- 2- Parent registers and creates a CAIR-ME account.
- 3- Parent logs in to CAIR-ME and requests a Medical Exemption
- 4- CAIR-ME generates a Medical Exemption request number for the parent to give the physician.
- 5- Physician logs in to CAIR-ME and searches by Medical Exemption request number, or the child's name.
- 6- Physician selects the Medical Exemption and completes the Medical exemption fields
- 7- Physician issues the medical exemption and prints a copy for the parents.
- 8- Parent provides copy to school
- 9- School requests access to CAIR-ME and provides the ME number, school I.D. & county.
- 10- School logs in to CAIR-ME, registers the student, and receives verification.

Thank you,

Northern United Charter Schools

**NUCS Student Vaccination Status as of 11/29/2021**

**Northern United - Humboldt Charter School**

Fully vaccinated: 241

Medical exemptions: 45

Conditional enrollments: 10

Grandfathered personal belief waivers: 16

Unvaccinated/no exemption or waiver (home only): 18

**Northern United - Siskiyou Charter School**

Fully vaccinated: 88

Medical exemptions: \*

Conditional enrollments: \*

Grandfathered personal belief waivers: \*

Unvaccinated/no exemption or waiver (home only): 17

\*Less than 10 (not reported for confidentiality purposes)



Hello all,

Thank you for taking the time to go over this email so near to our meeting. My apologies that I couldn't get it to you sooner. I thought I'd give one more shot at supporting my position on vendor participation for all independent-study students regardless of vaccination status.

I value each perspective I've heard thus far and have appreciated the non-confrontational communication on the matter. To contribute to the many points I have brought up in previous board meetings in support of inclusivity for this education opportunity, I have only a couple last points I'd like to make in hopes of convincing a quorum motion in favor of vendor participation for all. I'll try to not be too long winded.

My first addition is related to a great point one of my fellow board members made in our most recent board meeting, on the leading factor for their personal standing regarding the matter. I do not intend to quote them, as I do not want to misrepresent them, so here is my take away from their reasoning:

As Northern United Charter School board members, we expect all of our students to follow our school's principles and meet our guidelines and expectations during any scenario in which they are associated with, therefore representing, our school. I resonate with this principle very deeply, and believe it is a highly moral and valuable perspective which nurtures responsibility and builds respectful citizens. The point I do not agree with is that the interpretation of this implies the expectation of our independent-study students to be vaccinated, because in choosing this educational model, families are not required by California law to be vaccinated, therefore can determine for themselves their vaccination status, so we should hold no expectation or create school policies which might persuade their choice one way or the other. Furthermore it is the last educational option that I am aware of which provides families their natural right to choose the method of medical care that is right for them in this regards, while still able to receive a state funded education and the much appreciated social and financial support there-from. Therefore I believe it is inappropriate for us to expect all of our enrolled independent-study students to be vaccinated and withhold from any of them the inherent privileges associated with this education model. I'm assuming we are all familiar with the constitutional right to free and equal education (1). Also, I could not find any California law that prohibits unvaccinated children from occupying public venues and if there were I personally believe it would interfere with their first amendment right to assemble.

My second and final point is related to the social and emotional wellbeing, as well as mental and physical health of our students. It is a great privilege and entitlement provided to our independent-study students to receive community classes and virtual learning as supplemental education (this is outlined in our instructional funds policy in the student handbook) and I believe if a primary concern is related to the health and wellbeing of our student population, as well as humanity as a whole, then settling with providing virtual supplementation alone to meet the needs and educational gaps of any independent-study student does not suffice. Due to the many health benefits related to an interactive learning environment, including

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increased quality of life, more physical activity, stronger social abilities, and higher self esteem, I feel strongly that it is essential for all children to receive live, interactive group learning and physical education opportunities. Although, you may already be aware of the ample evidence pertaining to the benefits associated with in-person education, some of you may be less aware of the many negative effects associated with social isolation and virtual learning. These include increase in immune deficits, infectious illnesses, suicidal tendencies and mortality rates. On top of these are the potential for negative impacts on education and life-quality, including increased developmental deficits, reduction in cognitive functions, lower academic measures and success rates, and increased risk of substance abuse; all problems that persist well into adulthood (3, 4, 5, 6 & 7). Many families seek an alternative education model for various unique reasons and it is my suspicion that financial and social support plays a large role in them choosing to enroll with us and in charter schools at large. If we make the choice to withhold the use of their educational funds to be spent in this area or social opportunity, I believe we are projecting these potential negative health effects onto them, thus in a way acting in the contrary to our concerns for public health & safety. We should not omit any child for any reason from the moral educational aims of social and emotional wellbeing and health.

The links provided below are resources in support of the above points, and another to offer a bit of second hand in-sight on the various reasons why parents and families may choose not to vaccinate (2), to shed light where it may be lacking for some. It is not meant to persuade anyone on the controversial topic of whether children should or shouldn't receive immunization, rather to help humanize and nurture understanding of families like these in their educational pursuit. After all, our enrolled population is an unconventional minority, those that may not be able to receive support elsewhere, and it is our aim to provide quality education and equal opportunity to families like these.

In closing, I believe we should remain a school of choice, an alternative to conventional education systems which supports individualized education. It is the little details like these that makes charter schools stand out among educational options for many families. As leaders in the collective of California charter schools, I believe the motion toward inclusivity for paid vendor participation for all independent-study students regardless of immunization status would provide a good example in upholding charter school values, setting the bar so to speak. Thanks so much again for your time.

Melissa Johnson,  
NUCS Siskiyou Board Member.

1. The Right to Education.

<https://www.hrwtf.org/wordpress/wp-content/uploads/2012/09/Education-Governing-Law.pdf>

2. Choosing not to immunize: are parents making informed decisions?

[https://academic.oup.com/fampra/article/18/2/181/492386?gclid=EA1alQobChMI-72GhfPy9QIVQTyfBh35vwfhEAMYAyAAEgLtKPD\\_BwE&login=false](https://academic.oup.com/fampra/article/18/2/181/492386?gclid=EA1alQobChMI-72GhfPy9QIVQTyfBh35vwfhEAMYAyAAEgLtKPD_BwE&login=false)

3. How does social isolation affect a child's mental health and development?

<https://www.noisolation.com/research/how-does-social-isolation-affect-a-childs-mental-health-and-development>

4. The Health Consequences of Social Isolation "It Hurts More Than You Think"

[https://www.beyonddifferences.org/wp-content/uploads/2019/04/consequences\\_of\\_social\\_isolation\\_2015-2016.pdf](https://www.beyonddifferences.org/wp-content/uploads/2019/04/consequences_of_social_isolation_2015-2016.pdf)

5. Study: Virtual education linked with decreased physical activity, worsening emotional health.

<https://publications.aap.org/aapnews/news/14070>

6. Why In-Person Learning is Best for Children

<https://mountainkidsloisville.com/blog/3-powerful-reasons-person-learning-best/>

7. Social ties and health: The benefits of social integration

<https://www.sciencedirect.com/science/article/abs/pii/S1047279796000956>

**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.8 Approval of the IRS Mileage Rate for July 1, 2022 to December 31, 2022

**Action Requested:**

Approval

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

NUCS has a policy that our mileage reimbursement rate will mirror that of the IRS rate. For the final 6 months of 2022, the standard mileage rate for business travel will be 62.5 cents per mile, up 4 cents from the rate effective at the start of the year. These new rates become effective July 1, 2022.

**Fiscal Implications:**

To be determined - moving from 58.5 cents to 62.5 cents

**Contact Person/s:** Shari Lovett

## Optional Standard Mileage Rates

### Announcement 2022-13

This announcement informs taxpayers that the Internal Revenue Service is modifying Notice 2022-3, 2022-2 I.R.B. 308, by revising the optional standard mileage rates for computing the deductible costs of operating an automobile for business, medical, or moving expense purposes and for determining the reimbursed amount of these expenses that is deemed substantiated. This modification results from recent increases in the price of fuel.

The revised standard mileage rates are:

- |                        |                     |
|------------------------|---------------------|
| (1) Business           | 62.5 cents per mile |
| (2) Medical and moving | 22 cents per mile   |

The mileage rate that applies to the deduction for charitable contributions is fixed under § 170(i) of the Internal Revenue Code (Code) at 14 cents per mile.

The revised standard mileage rates set forth in this announcement apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes on or after July 1, 2022, and to mileage allowances that are paid

both (1) to an employee on or after July 1, 2022, and (2) for transportation expenses paid or incurred by the employee on or after July 1, 2022.

The standard mileage rates set forth in Notice 2022-3 continue to apply to deductible transportation expenses paid or incurred for business, medical, or moving expense purposes before July 1, 2022, and to mileage allowances paid (1) to an employee before July 1, 2022, or (2) with respect to transportation expenses paid or incurred by the employee before July 1, 2022. All other provisions of Notice 2022-3 remain in effect.

Note that § 11045 of Public Law 115- 97, 131. Stat. 2054 (December 22, 2017), commonly referred to as the Tax Cuts and Jobs Act (TCJA), suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67 of the Code, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the revised business standard mileage rate provided in this announcement cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension. Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2021), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2021), and therefore may use the revised business standard

mileage rate provided in this announcement.

Further, § 11049 of the TCJA suspends the deduction for moving expenses for taxable years beginning after December 31, 2017, and before January 1, 2026.

However, the suspension does not apply to members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station. Thus, except for taxpayers to whom § 217(g) of the Code applies, the revised standard mileage rate provided in this announcement is not applicable for the use of an automobile as part of a move occurring during the suspension.

#### EFFECT ON OTHER DOCUMENTS

Notice 2022-3 is modified.

#### DRAFTING INFORMATION

The principal author of this announcement is Christian Lagorio of the Office of Chief Counsel (Income Tax and Accounting). For further information regarding this announcement contact Mr. Lagorio at (202) 317-7005 (not a toll-free number).



# IRS increases mileage rate for remainder of 2022

IR-2022-124, June 9, 2022

WASHINGTON — The Internal Revenue Service today announced an increase in the optional standard mileage rate for the final 6 months of 2022. Taxpayers may use the optional standard mileage rates to calculate the deductible costs of operating an automobile for business and certain other purposes.

For the final 6 months of 2022, the standard mileage rate for business travel will be 62.5 cents per mile, up 4 cents from the rate effective at the start of the year. The new rate for deductible medical or moving expenses (available for active-duty members of the military) will be 22 cents for the remainder of 2022, up 4 cents from the rate effective at the start of 2022. These new rates become effective July 1, 2022. The IRS provided legal guidance on the new rates in Announcement 2022-13 [PDF](#), issued today.

In recognition of recent gasoline price increases, the IRS made this special adjustment for the final months of 2022. The IRS normally updates the mileage rates once a year in the fall for the next calendar year. For travel from January 1 through June 30, 2022, taxpayers should use the rates set forth in Notice 2022-03 [PDF](#).

"The IRS is adjusting the standard mileage rates to better reflect the recent increase in fuel prices," said IRS Commissioner Chuck Rettig. "We are aware a number of unusual factors have come into play involving fuel costs, and we are taking this special step to help taxpayers, businesses and others who use this rate."

While fuel costs are a significant factor in the mileage figure, other items enter into the calculation of mileage rates, such as depreciation and insurance and other fixed and variable costs.

The optional business standard mileage rate is used to compute the deductible costs of operating an automobile for business use in lieu of tracking actual costs. This rate is also used as a benchmark by the federal government and many businesses to reimburse their employees for mileage.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

The 14 cents per mile rate for charitable organizations remains unchanged as it is set by statute.

Midyear increases in the optional mileage rates are rare, the last time the IRS made such an increase was in 2011.

## Mileage Rate Changes

Purpose	Rates 1/1 through 6/30/2022	Rates 7/1 through 12/31/2022
Business	58.5	62.5



Medical/Moving	18	22
Charitable	14	14

*Page Last Reviewed or Updated: 13-Jun-2022*

**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.9 Approval of the NUCS Pay Schedule

**Action Requested:**

Approval

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

In order to staff a budget specialist, a position and pay schedule needs to be created.

**Fiscal Implications:**

To be determined

**Contact Person/s:** Shari Lovett

**Agenda Item 6.**

**ACTION ITEMS TO BE CONSIDERED**

**Subject:**

6.10 Approval of the NUCS Missed Assignment Policy

**Action Requested:**

Approval

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

AB 108 was passed in June and included some changes to independent study law. These changes necessitate updating our missed assignment policy. This draft policy has been written by our legal counsel.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett

**Agenda Item 7.**  
**DISCUSSION ITEMS**

**Subject:**

7.1 2022-2023 Annual Goals

**Action Requested:**

None

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

The Board adopts goals each year to help focus administration on priorities for the schools. A plan will be adopted to address the goals. The School Director will update the Board on progress on the goals. Progress on the goals will be used as a basis for the evaluation of the School Director and Regional Directors. Potential goals will be discussed at this meeting and adopted at the September board meeting. See link below.

Annual Goal Discussion

**Fiscal Implications:**

None

**Contact Person/s:**

Shari Lovett

## **Northern United Charter Schools 2022-2023 Annual Goals Discussion**

### **2021-2022 Goal 1:**

Northern United Charter Schools will improve student performance outcomes in all academic areas.

### **LCAP Goal 1:**

Northern United - Siskiyou Charter School will improve student performance on statewide assessments and other performance outcomes.

Northern United - Humboldt Charter School will improve student performance outcomes in all academic areas.

### **2021-2022 Goal 2:**

Northern United Charter Schools will improve school climate, with emphasis on the social and emotional wellbeing of students, and improve parent/community involvement to promote and cultivate a positive, safe environment for all.

### **LCAP Goal 2:**

Northern United - Siskiyou Charter School will provide all students access to appropriate educational conditions of learning and a broad course of study.

Northern United - Humboldt Charter School will improve school climate and parent/community involvement to promote and cultivate a positive, safe environment for all.

### **2021-2022 Goal 3:**

Northern United Charter Schools will promote our schools' programs within our school community and promote our schools within the broader community.

### **LCAP Goal 3:**

Northern United - Siskiyou Charter School will increase stakeholder engagement and maintain a positive school climate.

**Agenda Item 8.**  
**REPORTS**

**Subject:**

8.1 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. See attached.

**Enrollment as of 8/1/2022:**

NU-Humboldt Charter School - 265  
NU-Siskiyou Charter School - 105

**Attendance as of 8/1/2022:**

NU-Humboldt Charter School - NA  
NU-Siskiyou Charter School - NA

**Fiscal Implications:**

To be determined

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

## ENROLLMENT REPORT

### NORTHERN UNITED CHARTER SCHOOLS

August 1, 2022

#### Enrollment as of 8/1/2022 for Northern United-Humboldt Charter School

LEARNING CENTER	Enrollment on 8/1/2022
Arcata Learning Center	14
Briceland Learning Center	51
Cutten Learning Center	71
Eureka Learning Center	46
Independent Study	72
Willow Creek Learning Center	11
<b>TOTAL</b>	<b>265</b>

#### Enrollment as of 8/1/2022 for Northern United-Siskiyou Charter School

LEARNING CENTER	Enrollment on 8/1/2022
Mt. Shasta Learning Center	44
Yreka Learning Center	61
<b>TOTAL</b>	<b>105</b>

**Agenda Item 8.**  
**REPORTS**

**Subject:**  
8.2 Director's Report

**Action Requested:**  
None

**Previous Staff/Board Action, Background Information and/or Statement of Need:**  
Each month the Director may give a report on the state of the schools, this one includes an update on the state of both schools.

**Fiscal Implications:**  
None

**Contact Person/s:** Shari Lovett

**Agenda Item 8.**  
**REPORTS**

**Subject:**  
8.3 Board Report

**Action Requested:**  
None

**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 9.**  
**NEXT BOARD MEETING**

**Subject:**

9.1 Possible Agenda Item

**Action Requested:**

None

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

Discussion of topics to cover at the next meeting.

**Fiscal Implications:**

None

**Contact Person/s:** Shari Lovett

**Agenda Item 9.**  
**NEXT BOARD MEETING**

**Subject:**

9.2 Next Board Meeting Date: September 8, 2022

**Agenda Item 10.**  
**ADJOURN**