## Agenda Item 1. <br> CALL TO ORDERIAGENDA

## Subject:

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

Action Requested:
1.1 None
1.2 Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:
1.2 A trustee, administrator or a member of the public may request that an item be removed from the agenda or the order of the agenda be changed at the pleasure of the Board.
Agenda items may be added to the agenda if an "emergency situation" exists or "immediate action" is needed.

## Fiscal Implications:

None
Contact Person/s: Shari Lovett, Rosemary Kunkler

## Agenda Item 2.

PRESENTATIONS
Subject:
2.1 Student Presentation - Arcata Learning Center (ALC)

## Action Requested:

None

Previous Staff/Board Action, Background Information and/or Statement of Need:
A student from ALC will present their ceramics project.
Fiscal Implications:
None
Contact Person/s: Shari Lovett

## Agenda Item 3. CONSENT AGENDA

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

## Subject:

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

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
This is a monthly process. The warrants and payroll totals are inspected and clarification is given if needed. See attached.

Fiscal Implications:
Warrants: NU-Humboldt Charter School - \$122,636.27
Payroll: NU-Humboldt Charter School - \$259,527.71
Contact Person/s: Shari Lovett, Tammy Picconi

Checks Dated 04/01/2023 through 04/28/2023

| Check <br> Number | Check <br> Date |  |  | Cxpensed |
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Total Subject Grosses

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| $236,587.23$ |
| $80,477.56$ |




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## Agenda Item 3. CONSENT AGENDA

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

## Subject:

3.2 Approval of Warrants and Payroll for NU-Siskiyou Charter School (0404, 0418)

Action Requested:
Approval
Previous StafflBoard 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 - \$201,754.58
Payroll: NU-Siskiyou Charter School - \$61,519.75
Contact Person/s: Shari Lovett, Tammy Picconi

## SISKIYOU COUNTY OFFICE OF EDUCATION REQUEST FOR WARRANT PROCESSING

District \# 43 $\qquad$ District Name: Northern United Siskiyou Charter School BATCH 0404

| 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 0404 | 6961.00 |  |
|  |  |  |  |
|  |  | Batch Total |  |

By prder 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 $\qquad$ Trustee $\qquad$
Trustee $\qquad$ Trustee $\qquad$
Trustee $\qquad$ Trustee $\qquad$
Trustee $\qquad$
 Board Approval Date: $\qquad$ Mail: $\qquad$ Hold: $\qquad$

For Siskiyou County Office of Education Use Only

Audited By: $\qquad$ Audited Date: $\qquad$

04/23/23 PAGE 2


## APY250 $\quad$. 00.05

DISTRICF; 043 NORTHERN UNITED SISRIYOU
BATCH: 04042223 NOSCS BATCH 0404 $\begin{array}{llll}\text { BATCH: } 0404 & 2223 \text { NOSCS BATCH } 0404 \\ \text { FUND }: 62 & \text { CHARTER SCH. ENTERPRISE FUND }\end{array}$ WARRANT VENDOR.

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04/13/23 PAGE 3


## SISKIYOU COUNTY OFFICE OF EDUCATION <br> REQUEST FOR WARRANT PROCESSING

District \#43 District Name: Northern United Siskiyou Charter School BATCH 0418

| 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 | XXXXXXXXX |  |  |  |
| 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 0418 | 194793.58 |  |  |  |  |
|  | 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 $\qquad$ Trustee $\qquad$
Trustee $\qquad$ Trustee $\qquad$
Trustee $\qquad$ Trustee $\qquad$
Trustee $\qquad$

District Superintendent/Administrator:
 Date: $\qquad$ Board Approval Date: $\qquad$ Mail: $\qquad$ Hold: $\qquad$

For Siskiyou County Office of Education Use Only

Audited By: $\qquad$ Audited Date: $\qquad$

File: Business Services; Forms; SCOE Forms; Business Department Forms: Request for Warrant Processing /ic 1.18.17

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EMPLOYEE COUNTS

EMPLOYEE COUNTS

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## Agenda Item 3.

## CONSENT AGENDA

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

## Subject:

3.3 Approval of Minutes

Action Requested:
Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:
The minutes from prior meetings are inspected, corrected if needed, and approved. This is a routine monthly process for the Board. The minutes for the April 5, 2023 board meeting are attached.

Fiscal Implications:
None

Contact Person/s: Shari Lovett, Lynda Speck

Northern United Charter Schools
Board of Directors
Regular Board Meeting
April 5, 2023
Members: Rosemary Kunkler, Jere Cox, Melissa Johnson and Aime Snider
Staff: Shari Lovett, Rebekah Davis, Kirk Miller, Tammy Picconi, Lisa Ambrosini, Jen Rand, Dawn Fryling, and Julia Anderson

Guests: Rick Swanner, Chelsi Gautreaux
1.0 CALL TO ORDER: Rosemary Kunkler called the meeting to order at 4:07pm.

### 1.1 Pledge of Allegiance

1.2 Adopt the Agenda: A motion to adopt the agenda as posted was made by Jere Cox and seconded by Melissa Johnson. Vote taken: Melissa Johnson - Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.
2.0 PUBLIC COMMENTS: Rick Swanner spoke about safety of children in schools. He asked the board to consider armed security and a non-lethal product called BYRNA. Chelsi Gautreaux spoke about the impact of students completing mission projects.
3.0 CONSENT AGENDA:

### 3.1 Consideration of Approval of Warrants and Payroll for Northern UnitedHumboldt Charter School

3.2 Consideration of Approval of Warrants and Payroll for Northern United-
Siskiyou Charter School $(0307,0321)$
3.3 Consideration of Approval of Minutes for the March 8, 2023 Board Meeting
3.4 Consideration of Resignations, Hires, Leaves, and Change of Assignments
3.5 Consideration of Approval of Williams' Uniform Complaint, Quarterly Report for Northern United-Siskiyou Charter School

### 3.6 Consideration of Approval of Northern United Charter Schools Board Member Resignation

A motion to approve the consent agenda was made by Melissa Johnson and seconded by Aime Snider. Vote taken: Melissa Johnson - Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries. Jere Cox spoke about Bianca Garza resigning her position on the board. The board wishes her the best.

### 4.0 ACTION ITEMS TO BE CONSIDERED:

> 4.1 Approval of Art, Music and Instructional Materials Discretionary Block Grant for Northern United-Humboldt Charter School: Shari Lovett explained the grant and how the school was going to use the $\$ 139,201$ that was awarded. A motion to approve the Art, Music and Instructional Materials Discretionary Block Grant for Northern United-Humboldt Charter School was made by Jere Cox and seconded by Aime Snider. Vote taken: Melissa Johnson - Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.

### 4.2 Approval of Art, Music and Instructional Materials Discretionary Block Grant for Northern United-Siskiyou Charter School: Shari Lovett explained the grant and how the school was going to use the $\$ 99,059$ that was awarded. A motion to approve the Art, Music and Instructional Materials Discretionary Block Grant for Northern United-Siskiyou Charter School was made by Melissa Johnson and seconded by Jere Cox. Vote taken: Melissa Johnson - Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.

4.3 Approval of Employer Contribution towards Health Benefits: Shari Lovett explained the rate increases and that open enrollment would be in May. A motion to provide health benefits as recommended for the 2023-2024 school year was made by Jere Cox and seconded by Aime Snider. Vote taken: Melissa Johnson Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.
4.4 Certification of Corrective Action Plan for the Year Ended June 30, 2022 for Northern United-Humboldt Charter School's Audit: Shari Lovett explained the details of the corrective plan. A motion to certify the corrective action plan for the year ended June 30, 2022 for Northern United - Humboldt Charter School was made by Jere Cox and seconded by Melissa Johnson. Vote taken: Melissa Johnson - Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.
4.5 Approval of Financial Statements with Independent Auditor's Report for Fiscal Year 2021-2022 for Northern United-Humboldt Charter School: A motion to approve the Financial Statements with Independent Auditor's Report for Fiscal Year 2021-2022 for Northern United-Humboldt Charter School was made by Aime Snider and seconded by Jere Cox. Vote taken: Melissa Johnson Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.
4.6 Approval of Onboarding/Offboarding Protocol for the Northern United Charter Schools 'Board Handbook: After a discussion was held on the changes to the protocol, a motion to table this item until next board meeting was made by Jere Cox and seconded by Melissa Johnson. Motion was withdrawn. More discussion was held on forming a subcommittee to work on the handbook. There were no other motions on this item.
4.7 Approval of 2023-2024 Northern United Charter School's Certificated and Classified Pay Schedules: Shari Lovett explained the additions and changes to the pay schedules. A motion to approve the 2023-2024 certificated and classified pay schedules was made by Aime Snider and seconded by Melissa Johnson. Vote taken: Melissa Johnson - Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.

### 4.8 Approval of Briceland Learning Center Overnight Field Trip to Oregon:

 Motion to approve the overnight field trip to Oregon for Briceland Learning Center was made by Jere Cox and seconded by Melissa Johnson. Vote taken:Melissa Johnson - Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.
4.9 Selection of Independent Auditor for Fiscal Year 2023-2024 for Northern United Charter Schools: Shari Lovett explained that our current auditor will no longer be auditing for schools and after research she recommends going with Clifton, Larson, Allen, LLC. A motion to approve Clifton, Larson, Allen, LLC as our independent auditor for the 2023-2024 fiscal year was made by Jere Cox and seconded by Aime Snider. Vote taken: Melissa Johnson - Aye, Aime Snider-Aye, Jere Cox-Aye, and Rosemary Kunkler-Aye. Motion carries.

### 5.0 REPORTS:

5.1 Enrollment and Attendance Report: In packet

### 5.2 Financial Report for Northern United-Humboldt and Northern UnitedSiskiyou Charter Schools:

5.3 Directors Report: Shari Lovett reported on the following topics:

- New facility for Mt. Shasta Learning Center
- Meeting with Siskiyou County Office of Education on first Tuesday of the Month
- Scanning of student records
- Northern United-Humboldt on the ATSI list due to chronic absenteeism
- Report on NUCS Annual Goals
5.4 Northern United-Humboldt Charter School: Rebekah Davis reported that Roxy Kennedy was nominated for Humboldt County Classified Staff of the Year and Cathie Shermer got awarded the Humboldt County Teacher of Excellence award.
5.5 Northern United-Siskiyou Charter School: In packet
5.6 Board Report: Rosemary Kunkler gave Tammy Picconi kudos for the new postcards and gave a shout out to Debbi Sholes for her work with students on Godwit Days. She commented on the spaghetti feed benefit, the dance and talent show. Kudos to Rebekah Davis for putting it all together.
6.0 OPEN SESSION BEFORE CLOSED SESSION:
6.1 Rosemary Kunkler reviewed the item to be discussed in close session: Charter Director Evaluation.
6.2 Closed Session Open Hearing: Lynda Speck and Kirk Miller spoke to how great Shari Lovett is as a leader and boss.
6.3 Adjourn to Closed Session: Rosemary Kunkler adjourned to closed session at 6:00pm.
7.0 RECONVENE IN OPEN SESSION: Rosemary Kunkler reconvened to open session at 6:47pm.
8.0 NEXT BOARD MEETING:
8.1 Possible Agenda Items: Onboarding/Offboarding Protocol, appointment of new vice-chair, and board handbook
8.2 Next Board Meeting: Then next board meeting is May 10 th, 2023 at 4 pm .
9.0 ADJOURNMENT: Rosemary Kunkler adjourned the meeting at $6: 54 \mathrm{pm}$.

Agenda Item 3.
CONSENT AGENDA
A trustee can have an item removed from the Consent Agenda and given individual consideration for action as a regular agenda item. An administrator or a member of the public may request that an item be removed from the Consent Agenda and given individual consideration for action as a regular agenda item at the pleasure of the Board.

## Subject:

3.4 Resignations, Hires, 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.
Fiscal Implications:
None
Contact Person/s: Shari Lovett, Lynda Speck

| Northern United Charter Schools <br> Resignations, Hires, and Leaves |  |  |  |
| :---: | :---: | :---: | :---: |
| Through the Month of: | 4/30/2023 |  |  |
| Resignations |  |  |  |
| Name | Date | Location | Comments |
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| HIRES |  |  |  |
| Name | Date | Location | Comments |
| Melody Hayhurst | 3/13/2023 | Business Office | Registrar and Business Technician |
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| Leaves |  |  |  |
| Name | Date | Location | Comments |
| April Waterman | 3/14/2023 | Business Office | Medical Leave |
| Cheryl Tunzini | 1/3/2023 | Special Ed-CLC | Medical Leave |
| Stella Mantova | 3/6/2023 | Cutten IST |  |
|  |  |  | Maternity Leave |
| Change Of Assignment |  |  |  |
| Name | Date | Location | Comments |
| Kate O'Brien-Mann | 5/1/2023 | NU-Siskiyou Charter School | Community School Coor. plus CTE teacher |
|  |  |  |  |
|  |  |  |  |

## Agenda Item 3. <br> ACTION ITEMS TO BE CONSIDERED

Subject:
3.5 Approval of the Amended Appendix A to 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:

The CCPA 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. The CCAP was originally approved by the NUCS board on 8/18/2022. CR would like to amend the Appendix A because beginning in Fall 2022, colleges were required to upload their existing CCAP agreements to a statewide database, input overall data on each agreement, and update course and estimated FTES data annually in addition to the MIS data reporting already completed annually. This additional reporting necessitated the CR dual enrollment program to create a process through which the College of the Redwoods Board of Trustees and School District Boards of Trustees could review and approve their CCAP agreement Appendix A annually, prior to its submission to the Chancellor's Office reporting database.

Fiscal Implications:
None
Contact Person/s: Shari Lovett

# College and Career Access Pathways (CCAP) Dual Enrollment Partnership Agreement 

Amended Appendix A-2022-2023 Academic Year
WHEREAS the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between Northern United Charter Schools ("DISTRICT") and Redwoods Community College District (COLLEGE); and

WHEREAS, the COLLEGE and the DISTRICT agree to record specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COLLEGE for those students; the listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from these courses; and

NOW THEREFORE the DISTRICT and the COLLEGE agree as follows:

1. CCAP Agreement-The COLLEGE and the DISTRICT entered into the CCAP Agreement, pursuant to action of the governing boards of the COLLEGE and the DISTRICT, as follows:

Redwoods Community College District Board Meeting:
(a) Board Meeting Date: June 07, 2022

Northern United Charter Schools Board Meeting:
(a) Board Meeting Date: August 18, 2022

## 2. COLLEGE and DISTRICT Point of Contact

| Location | Name | Telephone | Email |
| :--- | :--- | :--- | :--- |
| College of the Redwoods | Nicole Bryant <br> Lescher | $707-476-4233$ | Nicole-bryantlescher@redwoods.edu |
| Northern United Charter <br> Schools | Shari Lovett | $707-445-2660$ | slovett@nucharters.org |

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: 15 (approximate) |  |  |  |  | TOTAL PROJECTED FTES: 0.937 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| COURSE NAME | COURSE <br> NUMBER | TERM | TIME | DAYS/HOURS | InSTRUCTOR | EMPLOYER OF RECORD | LOCATION |
| My Future, My Plan | GS-7 | Fall | 11:20-12:20 | MW | Schaefer | 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 GS7 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.

College of the Redwoods
Date: Apish 4, 208\%
President Name: Dr. Keith Flamer
President Signature:


Northern United Charter Schools
Date: 5/1012023
Superintendent/Principal Name: Superintendent Shari Lovett
Superintendent Signature:


College of the Redwoods District Board Meeting:
a) Board Meeting Date: $\qquad$
Northern United Charter Schools Board Meeting:
a) Board Meeting Date:


Agenda Item 4.

## PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Subject:
4.1 Comments by the Public

Action Requested:
None

Previous Staff/Board Action, Background Information and/or Statement of Need:
Board members or staff may choose to respond briefly to Public Comments.

Fiscal Implications:
None

Contact Person/s: Shari Lovett, Rosemary Kunkler

## Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED

Subject:
5.1 Appointment of NUCS Board Vice-Chair

Action Requested:
Approval

Previous Staff/Board Action, Background Information and/or Statement of Need:
Due to the NUCS Board Vice-Chair resigning, another Board Member should be appointed to fulfill the role.

Fiscal Implications:
None

Contact Person/s: Shari Lovett, Rosemary Kunkler

## Agenda Item 5.

## ACTION ITEMS TO BE CONSIDERED

## Subject:

5.2 Approval of the Cutten Learning Center 7th/8th Grade San Francisco Overnight Field Trip

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
Per our liability insurance, CharterSafe, the Board must approve overnight field trips. This field trip is for the 7th and 8th grade students who attend Cutten Learning Center. They are going to San Francisco.

Fiscal Implications:
To be determined
Contact Person/s: Shari Lovett

## Northern United Charter Schools

## Field Trip Request Form

Teacher: $\qquad$ Date of Request: $5-1-23$
Learning Center (if applicable): CLC
Dates) of Trip: $5 / 24-26$
Kind of Trip: Day: $\qquad$ Out-of-County: $X$ Overnight: $X$
Purpose: Visit San Fran of Area
Destination: San Francisco \& Area

Number of Students: 12
Departure Date \& Time: 5/24 3pm

Number of Adult Chaperones:
 Expected arrival time at destination:

Other Stops \& Times: See a Hitched
Return Date \& Time: $\qquad$
Mode of Transportation: Cars
Cost: $\qquad$ Other Costs:
(submit purchase request or PAR as necessary)
Teacher Signature: $\qquad$ Date: $\qquad$

Charter Director/Designee Signature:


Date: $\qquad$
*All overnight field trips require Northern United Charter Schools Board approval prior to the field trip.
*School Board Approval: $\qquad$ Date: $\qquad$
*Please have Overnight Field Trip Forms in Charter Office at least one month before planned event. Include detailed agenda, updated driver's forms, all student excursion waiver forms. Incomplete packets will not be considered for approval.

The Field Trip Request form must be submitted to the Charter Office for administrative approval.
Email to debbisholes@nucharters.org, or
Mail to: $\mathbf{2 1 2 0}$ Campion Road, Ste. H, Eureka, CA 95503 Attention: Debbi
Please send in form one week before planned Day Field Trip.

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

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

NU-HCS CLC $7^{\text {th }}$ and $8^{\text {th }}$ Grade Trip to San Francisco May 24-26, 2023

Wednesday, May 24th:
Meet at CLC at 2:30pm- leave at 3
Meet at Rohnert Park Chic-fil-a at 7 pm - leave at $7: 30 \mathrm{pm}$
Hotel- 8:30pm
Best Western Corte Madera Inn
(415) 924-1502

10pm- lights out

Thursday, May 25th:
wake up at 7:30am
Breakfast at hotel at 8 am
Leave at 9am
Six Flags
Leave 6pm
Hotel/Dinner around hotel
10pm-Lights out

Friday, May 26th:
wake up at 7:30am
Breakfast at hotel at 8am
Leave at 9am
Academy of the Sciences at - reservation at 9:30am
Leave Academy at noon
Visit University of San Francisco- meet at the University Center
Walk around Fishermans' Wharf, Pier 39, Chinatown etc. Take a drive down Lombard street as we leave.

Leave at 3pm to head home
Each driver will assess the restroom and dinner needs of their car as they travel home. Each car will drive home and stop at their own discretion.
Each driver will drop students off at their houses once returning home at approximately 8:30pm.

Drivers, please text Mrs. Davis when your vehicle returns to Eureka and all passengers are home. Thanks!

## Rooms/Chaperons and Vehicles NU-HCS CLC 7/8th Trip

## Students:

Males- James Robinson, Jaxon Davis, Samuel Keely, Bodhi Booker, Brett Konicke, Joshua
Morales- Jacobs, Caleb Morris
Females- Breanna Hopkins, Isabella Green, Madelynn Gomes, Khylie Docherty, Lolah Thurston

## Adults:

Laura and John Morris- 707-599-7141
Sarah Gomes- 707-616-1443
Melissa Keely- 707-298-8857
Deanna Hopkins-
Whitney Robinson- 707-798-7611
Rebekah and Robert Davis- 707-616-6861, 707-616-1224
Rooms:

| Melissa | Deanna <br> Sam <br> Breanna <br> Lolah <br> Isabella | John <br> Laura <br> Caleb <br> Brett | Robert <br> Jaxon <br> Joshua | Sarah <br> Madelynn <br> Khylie |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |

On Own: Whitney and James Robinson and Rebekah

Vehicles:

| John <br> Laura <br> Caleb <br> Brett | Deanna Breanna Lolah Isabella | Melissa Joshua Bodhi Khylie | Sarah Madelyn n | Whitney GP <br> James Sam | Rebekah Robert Jaxon |
| :---: | :---: | :---: | :---: | :---: | :---: |

## Emergency Care-

UCSF Health
400 Parnassus Ave. San Francisco, CA 94143

## Agenda Item 5.

ACTION ITEMS TO BE CONSIDERED
Subject:
5.3 Approval of the Cutten Learning Center 5th/6th Grade Grizzly Creek Overnight Field Trip

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
Per our liability insurance, CharterSafe, the Board must approve overnight field trips. This field trip is for the 5th and 6th grade students who attend Cutten Learning Center. They are going camping at Grizzly Creek.

Fiscal Implications:
To be determined
Contact Person/s: Shari Lovett

## Northern United Charter Schoolss

## Field Trip Request Form

Teacher:


Date of Request:


Learning Center (if applicable):


Dates) of Trip: $\qquad$ Kind of Trip: Day: $\qquad$ Out-of-County: $\qquad$ Overnight: $\qquad$
Purpose:


Destination: $\qquad$ Number of Adult Chaperones: $\qquad$
Number of Students:
Departure Date \& Time: $6 / 12-1 / .00$ any
Other Stops \& Times: $\qquad$
Return Date \& Time: $\qquad$
Mode of Transportation: $\qquad$
Cost: $\qquad$ Other Costs: $\qquad$
Teacher Signature: Date: $\qquad$

## Charter Director/Designee Signature:

 Date: $\qquad$
*All overnight field trips require Northern United Charter Schools Board approval prior to the field trip.
*School Board Approval: $\qquad$ Date: $\qquad$
*Please have Overnight Field Trip Forms in Charter Office at least one month before planned event. Include detailed agenda, updated driver's forms, all student excursion waiver forms. Incomplete packets will not be considered for approval.

The Field Trip Request form must be submitted to the Charter Office for administrative approval.
Email to debbisholes@nucharters.org, or
Mail to: 2120 Campion Road, Ste. H, Eureka, CA 95503 Attention: Debbi
Please send in form one week before planned Day Field Trip.

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

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

## Camping Trip Itinerary

## Monday 6/12

10:00-Meet at CLC,Roll Call, check-in procedures (Extra Vehicle Payments, park rules, health and safety information, etc)

11:00-Leave to Grizzly Creek

11:45-Check in, set up camp
12:30-Lunch

1:30-Field Games (badminton, cornhole, frisbee, wiffleball, etc)
2:30-Break and snack.
3:00-Free time with parents (Dismissal for students staying the day)
5:00pm-Dinner
6:00pm-Campfire Activities

7:30- Free time with parents until bed.

## Tuesday 6/13

8:30-Breakfast

9:00- Free Time
9:30-Hike
10:30-Break, Snack

11:00- Game/outdoor skills and science activities. (Field Sports, Scavenger hunt, plant and track identification, Ranger Programs, etc.)

12:30 Lunch

1:00- Continue Games and outdoor activities

2:00-Break

2:30- Art activity (Leaf Rubbing)
3:00- Free Time with Parents
5:00-Dinner
6:00- Campfire Activities
7:30- Free Time with Parents until Bed
Wednesday 6/14
8:30-Breakfast
9:00- Clean up and Take Down
11:00-Check Out, dismissal.

## Agenda Item 5 .

## ACTION ITEMS TO BE CONSIDERED

Sublect:
5.4 Approval of Lease Agreement for 423 S. Broadway, Yreka - NU-SCS YLC

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services. This is a one year lease agreement with an increase from the previous payment of $\$ 100 /$ month.

Fiscal Implications:
\$39,000/year
Contact Person/s: Shari Lovett, Kirk Miller

## COMMERCIAL LEASE AGREEMENT

## Silverhart Building <br> 423 S. Broadway <br> Yreka, CA 96097

Date: 1 June 2023
Bob Stone ("Landlord") and Northern United Siskiyou Charter School ("Tenant") agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 423 S. Broadway, Yreka. CA 96097 ("Premises"), which comprise approximately $85 \%$ of the total square footage of rentable space in the entire property. See exhibit A for a further description of the Premises.
2. TERM: The term shall be for one (1) year and - 0 - months, beginning on 1 July 2023 ("Commencement Date"). (Check A or B )
$\boxtimes$ A. Lease: and shall terminate on 30 June 2024 at 5:00 $\square \mathrm{AM} \boxtimes \mathrm{PM}$
Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
$\square$ B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.
$\boxtimes$ C. RENEWAL OR EXTENSION TERMS: Provided Tenant is not in default nor has never been in default hereunder and the lease has not theretofore been terminated, there is hereby granted to the Tenant an Option to Renew this lease for an additional term of one (1) year with terms and conditions the same as terms and conditions in this lease, with CPI adjustments as shown in paragraph 3A(2). Tenant shall notify Landlord 90 days prior to expiration of lease of Tenant's intent to renew.

## 3. BASE RENT:

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY:)
$\square(1) \$ \ldots \quad$ per month, for the term of the agreement.
$\boxtimes(2) \$ 3.250 .00$ per month, for the first 12 months of the agreement. Commencing on the $13^{\text {th }}$ month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for U.S. City Average. (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.(3) $\$$ per month for the period commencing and ending and $\$$ per month for the period commencing and ending and $\$$ per month for the period commencing and ending .
(4) In accordance with the attached rent schedule.
(5) Other:
B. Base Rent is payable in advance on or before the 5th day of each calendar month, and is delinquent on the 10th day.
C. If Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
4. RENT:
A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
B. Payment: Rent shall be paid to Bob Stone at P.O.BOX 601, Yreka, Ca 96097, or at any other location specified by Landlord in writing to Tenant.
C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. EARLY POSSESION: Tenant is entitled to possession of the Premises upon signing of lease \& paying $1^{\text {sl }}$ months rent and deposit. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant $\square$
is $\bar{\Delta}$ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date,
Tenant is obligated to comply with all other terms of this agreement.
6. SECURITY DEPOSIT:
A. Tenant agrees to pay Landlord -0 -as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) $\square$ If Base rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.
$\qquad$
$\qquad$
)

## Premises: 423 S Broadway 1 July 2023

If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within $\underline{21}$ days after the Landlord received possession.
C. No interest will be paid on security deposit, unless required by local ordinance.

## 7. PAYMENTS:

## TOTAL DUE

A. Rent: From 1 July 2023 to 30 June 2024 \$3.250.00

Date Date
B. Security Deposit ............................ \$-0-
C. Other:
D. Other $\$$
E. Total .............................................. $\$ 3,250.00$
8. PARKING: Tenant is entitled to 9 unreserved parking spaces and 0 reserved parking spaces. The right to parking $\boxtimes$ is $\square$ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, the parking rental fee shall be an additional $\$$ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted. Tennant is responsible for snow removal.
9. ADDITIONAL STORAGE: Storage is permitted as follows:Hallway leading to Suites A \& C may be negotiated. It is prohibited to block egress leading to Suites A \& C. The right to additional storage space $\square$ is $\boxtimes$ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ per month. Tenant shall store only personal property that Tenant owns, and shail not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.
10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, $\$ 150.00$ as late charge, plus $10 \%$ interest per annum on the delinquent amount and $\$ 25.00$ as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord 's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landiord from exercising any other rights and remedies under this agreement, and as provided by law.
11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition, with the following exceptions:
Items listed as exceptions shall be dealt with in the following manner:
12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representations or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable laws.
13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant including:
14. PROPERTY OPERATING EXPENSES:
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property.
OR B. $\boxtimes$ (If checked) Paragraph 14 does not apply.
$\qquad$ ) (

## Premises: 423 S Broadway 1 July 2023

15. USE: The Premises are for the sole use as learning center.

No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.
16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

## 17. MAINTENANCE:

A. Landlord shall professionally maintain the heating and air conditioning. Tenant shall professionally maintain electrical, plumbing, windows and doors in operable and safe condition. If Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord shall maintain the roof, foundation, exterior walls, and common areas.
18. ALTERATIONS: Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. GOVERNMENT IMPOSED ALTERATIONS: Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. ENTRY: Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. SIGNS: Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or $\square$ ) day period preceding the termination of the agreement.
22. SUBLETTING/ASSIGNMENT: Tenant shall not sublet or encumber all or any part of the Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. POSSESSION: If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within $\mathbf{6 0}$ (or $\square$ ) calendar days after agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refund all Rent and security deposit paid.
24. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address, and (vii) .
All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landiord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. BREACH OF CONTRACT/EARLY TERMINATION: In event Tenant prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another
$\qquad$
$\square$ ) _)

## Premises: 423 S Broadway 1 July 2023

who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. HAZARDOUS MATERIALS: Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any cleanup of any contamination caused by Tenant.
28. CONDEMNATION: If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. INSURANCE: Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in the amount of not less than $\$ 1.000,000.00$. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Tenant is advised to carry business interruption insurance in an amount of at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.
30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE): Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgement that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. LANDLORD'S TRANSFER: Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. SUBORDINATION: This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. TENANT REPRESENTATIONS; CREDIT: Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s): or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

## 34. DISPUTE RESOLUTION:

A. MEDIATION: Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph $34 \mathrm{~B}(2)$ below. Paragraphs $34 \mathrm{~B}(2)$ and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
B. ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs $34 \mathrm{~B}(2)$ and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code $\S 2985$; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and ( $\mathbf{v}$ ) an action
for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure $\S 337.1$ or $\S 337.15$ applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
(3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LTIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."
"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."
35. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
36. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location subsequently designated:

| Landlord: | Tenant: |
| :--- | :--- |
| Robert Stone | Northern United Siskiyou Charter School |
| P.O Box 601 | Shari Lovett |
| Yreka, CA 96097 | 2120 Compton Road, Ste. H |
|  | Eureka, CA 95503 |

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.
37. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
38. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
39. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:

Landlord shall continue to pay water and sewer charges. However, if they increase substantially, tenant shall pay a prorated share of water and sewer charges.

The following ATTACHED supplements/exhibits are incorporated in this agreement:
40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.
41. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. If is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
42. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.
43. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:

Listing Agent (Print Firm Name) is the agency of (check one):
$\square$ the Landlord exclusively; or $\square$ both the Tenant and Landlord.
Selling Agent: (Print Firm Name) (if not same as Listing Agent) is the agent one (check one):
$\square$ the Tenant exclusively; or $\square$ the Landlord exclusively; or $\square$ both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.
Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance form appropriate professionals.

Tenant $\qquad$ Date

Print name
$\qquad$

Tenant $\qquad$ Date $\qquad$
Print name
Address $\qquad$ City $\qquad$ State $\qquad$ Zip $\qquad$

Landlord $\qquad$
Robert Stone Date May 1, 2023
(Owner or agent with authority to enter into this agreement)
Address $\qquad$ City $\qquad$ State $\qquad$ Zip

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.
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## Agenda Item 5.

## ACTION ITEMS TO BE CONSIDERED

## Subject:

5.5 Approval of Lease Agreement for 505 S. Broadway, Yreka - NU-SCS YLC

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services. This is a one year lease with an increase from the previous year of $\$ 300 /$ month. The lease was not available at the time this packet was created, but will be distributed prior to or at the board meeting.

Fiscal Implications:
\$44,400/year
Contact Person/s: Shari Lovett, Kirk Miller

## Agenda Item 5.

## ACTION ITEMS TO BE CONSIDERED

Subject:
5.5 Approval of Lease Agreement for 505 S. Broadway, Yreka - NU-SCS YLC

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services. This is a one year lease with an increase from the previous year of $\$ 300 /$ month.

Fiscal Implications:
\$44,400/year
Contact Person/s: Shari Lovett, Kirk Miller

Agenda ltem 5.
ACTION ITEMS TO BE CONSIDERED
Subject:
5.6 Approval of Lease Agreement for 2409 and 2411 S Mt. Shasta Blvd, Mt. Shasta - NU-SCS MSLC

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services. This is a one year lease and these buildings will replace our two previous Mt. Shasta buildings (Pine Grove and Alder Street) with a decrease from the previous year of $\$ 706 /$ month.

Fiscal Implications:
\$57,600/year
Contact Person/s: Shari Lovett, Kirk Miller

## COMMERCIAL LEASE

This Commercial Lease is made at Mount Shasta, California, on the date last written below, by and between Daniel D. Nelson, doing business as A-1 Mini Storage of S. Mt. Shasta Blvd. (herein, "Owner"), and Northern United Charter School, by Kirk Miller, its Regional Director (herein, "Tenant").

## RECITALS

Owner is the owner of commercial buildings and lot, commonly known as 2409 and 2411 S . Mt. Shasta Blvd., Mt. Shasta, California, which comprise a majority of APN 037-260-670 (herein, the "Building"). Tenant desires to lease from Owner the Buildings and attached playground space (no structures are included) to be used exclusively as public charter school (herein, "the Premises"). Tenant is advised to arrange for the transfer of ownership of all playground structures, sand box, climbing structure, sprinklers and other playground equipment from Golden Eagle Charter School, as it is not the personal property of Owner.

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. AGREEMENT TO LEASE. Owner leases to Tenant, and Tenant leases from Owner the Premises described hereinabove.

## 2. TERM OF LEASE; RENT; LATE CHARGES.

a. Term. The term of this Lease shall by due on the $1^{\text {st }}$ day of each calendar month, commencing on July 1, 2023, and it shall continue in effect through 11:59 p.m. on June 30, 2024, with options to renew as described herein. Early possession of the Premises shall be allowed, provided all terms and conditions of this Lease are met and all terms hereunder become binding upon the date of occupancy which must be stated in writing between the Parties.
b. Initial Rent. The initial rent shall be $\$ 4,800.00$ per month, due and payable in advance on the first day of each month. This rental value is based on Lessor's ability to file and claim the "Qualified Lessor's Exemption" with the Siskiyou County Tax Collector's office and to receive the exemption as consideration for rent; see Addendum One. Rent shall be mailed to Owner at PO Box 600, Mt. Shasta, California 96067.
c. Option. Tenant shall have the option at the end of the one-year term described above to renew the Lease for an additional one-year period, and for each one year period thereafter for three years. Rent shall increase each successive year by either $3 \%$ or by the CPI \% calculated for Siskiyou County in the month of March of the year of the renewal, whichever is higher. To exercise this Option, Tenant shall not be in default under any terms of this Lease. Tenant shall notify Owner of his intent to exercise this Option in writing Ninety (90) days before the termination of the current lease period. Tenant's default or failure to send written notification of intent to exercise shall nullify this Option. In the event of a sale of the Premises by Owner, this Lease shall terminate on next June 30 following the sale, and no option to renew shall be offered for the following year.
d. Late Charge. In the event the rent is not actually received by Owner on the first banking day following the specified due date, a Late Charge in the amount of Two Hundred Dollars ( $\$ 200.00$ ) of the shall be added thereto, payment of which shall be enforced in the same
manner as rent hereunder. Tenant acknowledges that late payment of rent by Tenant to Owner will cause Owner to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Owner by the terms of any note secured by an encumbrance covering the premises. The parties agree that this Late Charge reasonably compensates Owner for the same. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Owner from exercising any of the other rights and remedies available to Owner. The timing of this Late Charge shall not imply a grace period for the payment of rent; Tenant is deemed to be in default of the obligation to pay rent if Owner has not received same on the due date specified in subpart b , hereinabove.

In the event that Owner, after default by Tenant, gives to Tenant a Three-Day Notice demanding payment of unpaid rent, or any portion thereof, Tenant shall pay, along with the sum stated to be due, and as additional rent, the sum of $\$ \mathbf{2 0 0 . 0 0}$, which amount the parties agree is reasonable to compensate Owner for the cost of preparation and service of such a Notice.
3. DEPOSIT. Tenant shall pay to Owner the sum of Four Thousand Eight Hundred Dollars $(\$ 4,800.00)$ as a security deposit for the Premises. Owner shall hold this deposit and use it only for lawful purposes under California law. At each successive renewal, Tenant shall pay to Owner an additional deposit sufficient to bring the balance of the deposit to the equivalent of one month's rent under the renewed agreement. Upon termination of this Lease Owner shall the deposit as allowed by law and return any unused portion to Tenant, with an accounting of all sums withheld.
4. TAXES AND ASSESSMENTS. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property and equipment, including business fixtures and leasehold improvements, installed or located in or on the Premises, and that become payable during the term. On demand by Owner, Tenant shall furnish Owner with satisfactory evidence of these payments.

If any taxes on Tenant's personal property, equipment, fixtures, or leasehold improvements are levied against Owner or Owner's property, or if the assessed value of the Premises is increased by the inclusion of a value placed on Tenant's personal property, equipment, fixtures, or leasehold improvements, and if the Owner pays the taxes on any of these items or the taxes based on the increased assessment of these items, Tenant, on demand, shall immediately reimburse Owner for the sum of the taxes levied against Owner, or the proportion of the taxes resulting from the increase in Owner's assessment.

Parties agree that Owner may apply for a Qualified Lessor's Exemption and Tenant shall complete an Affidavit for Exclusion by Qualifying Institutional Lessee in the form attached hereto as Addendum One and shall deliver it to Owner upon the execution of this Lease and one month prior to the onset of any successive option to renew.
5. USE. Tenant shall use the Premises for no purpose other than as a public charter school. Any breach of this Section by Tenant, as with any other provision of this lease, shall be grounds
for termination of this lease upon three (3) days' prior written notice.
6. CANCELLATION OF INSURANCE; INCREASE IN PREMIUMS. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering them. If any activities of Tenant cause an increase in the insurance premiums to be paid by Owner, Tenant shall be liable for same, which shall be considered a rent obligation hereunder.
7. COMPLIANCE WITH LAWS. Tenant shall comply with all laws concerning the Premises, and Tenant's use of the Premises, including, without limitation, the obligation at Tenant's cost to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to Tenant's particular use thereof, provided however, that nothing herein shall expand Tenant's responsibilities for maintenance and repair beyond those provided elsewhere herein. In no event shall Owner be required to upgrade or remodel the Premises so as to comply with laws, regulations, or ordinances with which Owner was not required to comply when the building was constructed, nor with any that are the result of Tenant's use or occupancy of the Premises.
8. NUISANCE. Tenant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties.
9. DAMAGE. Tenant shall not do anything on the Premises that will cause damage to the Premises or Building. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure or shake the Premises or Building.
10. OWNER'S MAINTENANCE. Owner shall at its cost maintain in good condition the following:
a. Structure, Exterior. The structural parts of the Building and, except as provided to the contrary herein, the exterior improvements that are part of the Premises and the Building, including the parking area, walkways, driveways, window frames, roof, gutters, and downspouts.
b. Sewage Systems. The sewage systems, including those portions of the systems lying either inside or outside the Premises, provided however, that Tenant shall be solely responsible for sewer stoppages resulting from matter which Tenant, its agent, or invitee has introduced into the system. Tenant shall also be responsible for maintaining the sewer pump alarm battery located in the north-east corner of building 2409 .
11. TENANT'S MAINTENANCE. Except as provided in Section 9, above, Tenant at its cost shall maintain in good condition all interior portions of the Premises, including but not limited to all of the following:
a. Plumbing and electrical wiring.
b. Tenant's personal property.
c. Any other fixtures and leasehold improvements which Tenant may install in, for the purpose of serving, the Premises, including but not limited to playground structures, signs; plumbing; communications; floor coverings; electrical; and heating, ventilating, or air conditioning systems.
d. Light bulbs, ballasts, and fixtures within the Premises.
e. Broken plate glass.
f. HVAC Systems. The heating, ventilating, or air conditioning systems.
g. All property immediately adjacent to Buildings.
h. Shall change the sediment filter at water pressure tank in 2411, every 2-3 months as needed.
i. Sprinkler systems to be used on timer systems, being aware of the water well's capacity and flow rate.
j. Tenant shall endeavor to conserve water whenever possible and perform regular checks on the water well.
k. All snow removal shall be provided by Tenant at Tenant's expense. Snow shall be plowed into designated areas and shall not block the thoroughfares or other parking areas on the Premises.

Furthermore, Tenant shall be responsible for any damage to the Premises or Building caused by acts of Tenant, its patrons, invitees, employees, and agents. Tenant shall be responsible, at its cost, for any modifications of the Premises or Building which become required by law during Tenant's term of occupancy hereunder.

Nothing herein shall prohibit Tenant from making repairs to any part of the Premises or Building, at Tenant's cost, if necessary, to prevent injury or property damage. Tenant shall, if practical, give written notice to Owner prior to making such repairs.

Tenant shall not place, maintain, nor permit the placement of any outbuildings, sheds, storage sheds or storage containers on the property without the previous consent of Owner.

Should any improvements to the Premises be required by law the Tenant shall provide those improvements at their sole cost.
12. TENANT'S REMEDIES. Owner shall have thirty (30) days after notice from Tenant to commence to perform its obligations under Section 10, above, except that Owner shall perform its obligations immediately if the nature of the problem presents a hazard or emergency. Tenant shall be relieved from paying rent until repairs are made if the Owner's failure to reasonably promptly do so makes it impossible for Tenant to conduct business.
13. TENANT'S ALTERATIONS. Tenant shall not make any alterations to the Premises or Building, excepting the installation of communications systems, painting, or floor and window coverings, without Owner's written consent, which consent shall not be unreasonably refused. Any alterations, except furniture, trade fixtures and equipment, made or placed in or on the Premises shall remain on and be surrendered with the Premises on expiration or termination of the term, unless the parties expressly agree in writing to some other disposition, except that, in the absence of a written agreement to the contrary, Owner can elect within thirty (30) days before expiration of the term, or within seven (7) days after termination of the term, to require Tenant to remove any alterations that Tenant has made to the Premises. Counters and room dividers which are fastened to the floor or walls shall become the property of Owner, unless Owner elects to have them removed by Tenant. If Owner so elects, Tenant, at its cost, before the last day of the lease term, or within thirty (30) days after notice of election is given, whichever is
later, shall restore the Premises to their condition at the commencement of the lease. If Tenant makes any alterations to the Premises as provided above, the alterations shall not be commenced until five (5) days after Owner has received notice from Tenant stating the date the installation of the alterations is to commence so that Owner can post and record an appropriate notice of nonresponsibility.
14. INSTALLATION AND REMOVAL OF TRADE FIXTURES. Tenant shall have the right at any time during the term of this lease, at Tenant's sole cost and expense, to install and affix in, to, or on the Premises such items, herein called "trade fixtures", for use in Tenant's business as Tenant may, in its sole discretion, deem advisable. If the installation of any such trade fixtures involves any modification of the structure, electrical, or plumbing of the Premises, Tenant shall first obtain the written consent of Owner. Any and all such trade fixtures that can be removed without structural damage to the Premises or any improvements on the Premises shall, subject to other applicable provisions of this lease, remain the property of the Tenant and may be removed by Tenant at any time prior to the expiration or sooner termination of this lease. Upon the removal of any trade fixtures, Tenant shall, at its sole cost, place the Premises in the same condition as when the lease commenced. In the absence of a written agreement to the contrary, any modifications or additions to the electrical or plumbing systems of the Premises shall, upon Tenant's vacation, remain on the Premises and become the property of Owner. Tenant may install communication lines and systems in, and with the permission of Owner (which permission may not be unreasonably withheld by Owner) about the Premises, for Tenant's use therein, and may remove the same at any time and thereupon repair any damage resulting from the installation, use, or removal of the same.
15. MECHANICS' LIENS. Tenant shall pay all costs for construction and improvements done by it or caused to be done by it on the Premises as permitted by this lease. Tenant shall keep the Premises free and clear of all mechanics' liens resulting from construction and improvements done by or for Tenant. These provisions shall not apply, however, to repairs or maintenance which was the responsibility of Owner hereunder. Not less than seven (7) days prior to commencing any construction or work of improvement on or to the Premises, including but not limited to window, wall (including paint), or floor coverings, Tenant shall notify Owner in writing so that Owner can issue a Notice of Nonresponsibility.
16. EXCULPATION OF OWNER. Owner shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause, excepting only grossly negligent, intentional, or malicious acts of Owner or Owner's employees.

## 17. TENANT'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

Tenant shall maintain public liability and property damage insurance with a single combined liability limit of not less than $\$ 1,000,000$, and property damage limits of not less than $\$ 500,000$, insuring against all liability of Tenant and its authorized representatives rising out of and in connection with Tenant's use or occupancy of the Premises. Owner shall be named as an additional insured under said insurance. Tenant shall provide Owner with proof of such insurance within 30 days of the execution of this Lease.
18. TENANT'S FIRE INSURANCE. Tenant, at its cost, may maintain on its personal property, fixtures, improvements, and alterations, in, on, or about the Premises, policies of fire and extended coverage insurance; Tenant is hereby advised that Owner will not be providing any such insurance. As between Owner and Tenant, Tenant assumes the risk of any uninsured losses both to said property and to Tenant's business income, regardless of cause, except for the grossly negligent, intentional, or malicious acts of Owner.
19. REQUIREMENTS OF TENANT'S INSURANCE POLICIES. Tenant agrees that all insurance policies required hereunder in which Tenant is required to name Owner as an additional insured, there shall be a clause or endorsement to the effect that it may not be terminated nor materially amended except after ten (10) days prior written notice to Owner and Tenant. Tenant, prior to occupancy, and thereafter upon demand by Owner, shall furnish Owner with copies of such insurance policies.
20. OWNERS' INSURANCE. Owner shall maintain Hazard Insurance at $100 \%$ of the cash value of the Premises. However, no portion of Tenant's property, leasehold improvements, or trade fixtures shall be covered thereby.
21. DESTRUCTION. If, during the lease term, the Premises are totally or partially destroyed from a risk covered by any insurance thereon, rendering the Premises totally or partially inaccessible or unusable by Tenant, Owner may restore the Premises upon receipt of any insurance proceeds, and in such case, said destruction shall not terminate the lease, but Tenant shall owe no rent for the period that, and/or the portion of, the Premises were not accessible or usable. If Owner chooses not to restore the Premises, the lease shall terminate.
22. UNINSURED DESTRUCTION. If, during the term of this Lease, the Premises are totally or partially destroyed from a risk not covered by the insurance described herein, rendering the Premises totally or partially inaccessible or unusable by Tenant for the purposes contemplated by this lease, Tenant may elect to terminate this lease unless Owner, within 60 days after such destruction, gives notice of its intention to restore the Premises at Owner's cost, and within 60 days thereafter completes the restoration.

If Owner is required to, or elects to, restore the Premises as provided in this Section, Owner shall not be required to restore alterations made by Tenant, Tenant's improvements, Tenant's trade fixtures, and Tenant's personal property, such excluded items being the sole responsibility of Tenant to restore.

In case of destruction, there shall be an abatement or reduction of rent between the date of destruction and the date of completion or restoration, based on the extent to which the destruction interferes with Tenant's use of the Premises.
23. ASSIGNMENT. Tenant shall not voluntarily assign nor encumber its interest in this lease or in the Premises, nor sublease all or any part of the Premises, nor allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Owner's consent. Any assignment, encumbrance, or sublease without Owner's consent shall be voidable and, at Owner's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this section. Owner shall not unreasonably withhold consent to
any sublease, so long as Tenant remains primarily liable hereunder. If Tenant subleases the Premises for a rent which exceeds the rent payable hereunder, the excess rent receipts shall be paid to Owner as additional rent under this lease.
24. INVOLUNTARY ASSIGNMENT. No interest of Tenant in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:
a. Insolvency. If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a palinership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;
b. Writ of Attachment. If a writ of attachment or execution is levied on this lease; or
c. Receivers. If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.
25. DEFAULT. The occurrence of any of the following shall constitute a default by Tenant:
a. Default in Rent. Failure to pay rent when due, if the failure continues for three (3) days after notice has been given to Tenant;
b. Abandonment. Nonpayment of rent when due, along with abandonment and vacation of the premises (failure to occupy and operate the Premises for twenty (20) consecutive days shall be deemed an abandonment and vacation;
c. Other Default. Failure to perform any other provision of this lease if the failure to perform is not cured within seven (7) days (or thirty (30) or sixty (60) days if herein so provided) after notice has been given to Tenant. If the default cannot reasonably be cured within seven (7) days, Tenant shall not be in default of this lease if Tenant commences to cure the default within the seven (7) day period and diligently and in good faith continues to cure the default.
26. REMEDIES UPON DEFAULT. Owner shall have the following remedies if Tenant commits a default, in addition to any remedies now or later allowed by law.
a. Continuation of Lease. Owner can continue this lease in full force and effect, and the lease will continue in effect as long as Owner does not terminate Tenant's right to possession, and Owner shall have the right to collect rent when due. During the period Tenant is in default, Owner can enter the Premises and relet the same, or any part of them to third parties for Tenant's account. Tenant shall pay to Owner the rent due under this lease on the dates and rent is due, less the rent Owner receives from any reletting.
b. Termination of Lease. Owner can terminate Tenant's right to possession of the Premises at any time, according to the terms of this lease, and applicable law. Owner shall retain the right to recover the remaining rent and any other amount, and court costs, necessary to compensate Owner for all detriment proximately caused by Tenant's default.
27. CURE OF DEFAULT BY OWNER OR TENANT. Either party may, at any time

Commercial Lease - $P$ " $\boldsymbol{q}^{\prime} e^{\prime} \mid 7$
after the other commits a default, cure the default. If either party, by reason of the other's default, pays any sum, the sum so paid shall be due immediately from the party in default at the time the sum is paid, and if paid at a later date shall bear interest at the rate of $10 \%$ per annum from the date the sum was paid. Any such sum owed to Owner by Tenant, together with interest on it, shall be additional rent.
28. INTEREST ON UNPAID RENT. Rent not paid when due shall bear interest at the rate of $10 \%$ per annum from the date that the Late Charge provided hereinabove is levied, until paid. Such interest shall be deemed to be a rent obligation hereunder.
29. SIGNS. Tenant shall not have the right to place, construct, or maintain any exterior sign, advertisement, or other exterior decoration without Owner's consent, which consent will not be unreasonably withheld, provided however, that Tenant may place its business name and other related information on, or place a sign behind, any exterior glass portions of Tenant's Premises. Upon approval of Tenant's signage, Owner may require Tenant to post a deposit to cover the cost of removal of same upon the expiration or termination of Tenant's leasehold. Tenant shall keep its signage in a clean and neat appearance, and shall promptly repair any damage, at Tenant's sole expense.
30. PARKING. Off street parking is provided and may be used by Tenant and its patrons.
a. Adequacy of Parking. Owner makes no representation that there will, at any particular time, be sufficient street parking available to satisfy the needs of Tenant or Tenant's invitees.
b. Damage. Owner shall not be responsible for any damage to or loss of vehicles.
c. Storage. Neither Tenant nor its invitees shall store any vehicles or equipment on the Premises, whether overnight or otherwise, except for certain vehicles used solely as business vehicles. Tenant may store those on the Premises at their own risk.
d. Security; Waiver of Liability. The general public has access to the areas around the Premises and Owner provides no security patrols. Tenant shall be responsible for providing any security lights or patrols for the protection of Tenant and Tenant's invitees.
31. OWNER'S ENTRY ONTO PREMISES. Owner and its authorized representatives shall have the right to enter the Premises at all reasonable times, upon reasonable prior notice, in the presence of Tenant unless in an emergency or if Tenant does not cooperate in arranging a mutually convenient time, for any of the following purposes:
a. Inspections. To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this lease;
b. Maintenance. To do any necessary maintenance and to make any restoration to the Premises that Owner has the right or obligations to perform;
c. Notices. To serve, post, or keep posted any notices required or allowed under the provisions of this lease;
d. Showings. To show the Premises to prospective brokers, agents, buyers, tenants, appraisers, or persons interested in an exchange or sale at any time during the term;
e. Repairs. To shore the foundations, footings, and walls of the building and other
improvements that are a part of the Premises or Building and to erect scaffolding and protective barricades around and about the Premises or Building, and to do any other act or thing necessary for the safety or preservation of the Premises or Building if any excavation or other construction is undertaking or is about to be undertaken on any adjacent property or nearby street.
f. No Liability. Owner shall not be liable in any manner for any necessary inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Owner's reasonable entry on the Premises as provided in this paragraph, except damage resulting from the negligent or malicious acts or omissions of Owner or its authorized representatives.
g. No Abatement. Tenant shall not be entitled to an abatement or reduction of rent if Owner exercises any rights reserved in this paragraph.
h. Minimal Disruption. Owner shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.
i. Key. Tenant shall provide a key to Owner for emergency entrance onto the Premises, which key shall be kept by an agent of Owner selected by the parties. Tenant shall also provide the alarm code for the building and inform the Owner when and if that number changes.
32. NOTICES. Any written notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, including any Notice to Pay or Quit, and any Notice to Cure Default or Quit, shall, unless a different procedure is specified herein, be either served personally or sent by prepaid, first class mail, to the address specified below, and shall be deemed received on the 2nd regular postal delivery day after mailing, unless a postal return receipt, signed by the addressee, indicates an earlier date of receipt. A Pay or Quit Notice, or Cure Default or Quit Notice, shall be deemed served on the 2 nd regular postal delivery day after mailing. Either party may change its address by notifying the other party of the change of address. If either party consists of more than one person, notice given to either shall be deemed to be notice on both, unless separate notice is requested, in writing. Personal delivery of notices to Tenant, at Tenant's place of business, is to be preferred, and must be attempted before a notice is mailed.

Owner's Mailing Address: Daniel Nelson, PO Box 600, Mt. Shasta, CA 96067.
Owner's Phone Number:
Owner's Email Address:
Emergency Contact: Lisa Himbree (530)859-5944
Tenant's Mailing Address: Northern United Charter School,
Tenant's Phone Number:
Tenant's Email Address:
Emergency Contact:
(If no other address is specified, notices to Tenant may be sent to the address of the Premises.)
33. WAIVER. No delay or omission in the exercise of any right or remedy of either party on any default by the other shall impair such a right or remedy or be construed as a waiver.
a. No Waiver. The receipt and acceptance by Owner of delinquent rent shall not
constitute a waiver of any other default, nor of any pending notice of default or demand to cure a default; it shall constitute only a waiver of timely payment for the particular rent payment involved.
b. No Acceptance of Surrender. No act or conduct of Owner, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a notice from Owner to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the lease.
c. Subsequent Approvals. Owner's consent to or approval of any act by Tenant requiring Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any subsequent act by Tenant.
d. Written Waivers. Any waiver by either party must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this lease.

## 34. ATTORNEY FEES.

a. Third-Party Actions. If either party becomes a party to any litigation concerning this lease, the Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party who causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs for the litigation. Such fees and costs shall also include expert witness fees.
b. Actions Between These Parties. If either party hereto commences an action against the other party arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit and including expert consultant and witness fees. The right to such attorneys' fees and costs of suit shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
35. SURRENDER OF PREMISES. On expiration, or ten (10) days after termination, of the term, Tenant shall surrender to Owner the Premises and all Tenant's improvements and alterations in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction of Premises covered by other sections of this Lease), except for alterations, furniture, trade fixtures and equipment that Tenant has the right to remove or is obligated to remove under the provisions of this Lease. Tenant shall not
have the right to remove any of the equipment leased to Tenant hereunder, and the same shall be returned to Owner in a clean and operable condition. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this paragraph.

Owner can elect to retain or dispose of in any manner any alterations or Tenant's personal property, including furniture and trade fixtures, that Tenant does not remove from the Premises on expiration or termination of the term, as allowed by required by this lease, by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Owner elects to retain or dispose upon expiration of the ten (10)-day period shall vest in Owner.

Tenant shall be liable to Owner for Owner's costs for storing, removing, and disposing of any alterations or Tenant's personal property.
If Tenant fails to surrender the Premises and equipment to Owner on expiration, or ten (10) days after termination, of the term as required by this section, Tenant shall hold Owner harmless from all damages resulting from Tenant's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.
36. HOLDING OVER. If Tenant, with Owner's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Owner to Tenant terminating this tenancy, such possession by Tenant shall be deemed terminable on 30 days' notice given at any time by either party, except that if Tenant fails to pay rent when due, such possession shall be deemed terminable on three (3) days' notice.
37. TIME OF ESSENCE. Time is of the essence of each provision of this lease.
38. CONSENT OF PARTIES. Whenever consent or approval of either party i required, that party shall not unreasonably withhold such consent or approval.
39. SUCCESSORS. This lease shall be binding on and inure to the benefit of the parties and their successors, except as provided to the contrary herein.
40. CALIFORNIA LAW. This lease shall be construed and interpreted in accordance with the laws of the State of California, and fairly and evenly as to all parties, as if it had been drafted jointly by all of them.
41. INTEGRATED AGREEMENT, MODIFICATION. This lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement.
42. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal, so long as the primary purpose of this lease can be carried out.
43. REAL ESTATE BROKERS. Each party agrees to indemnify the other from any liability, and including the cost of legal defense, resulting from the claim of any real estate broker that the indemnitor contracted with the broker to pay any commission or finder's fee as a result of this lease.
44. CAPTIONS. The captions of this lease shall have no effect on its interpretation.
45. PROVISIONS ARE COVENANTS AND CONDITIONS. All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.
46. SINGULAR AND PLURAL. When required by the context of this lease, the singular shall include the plural.
47. JOINT AND SEVERAL OBLIGATIONS. "Party" shall mean Owner or Tenant; and if more than one person or entity is Owner or Tenant, the rights enjoyed by, and obligations imposed on that party, shall be joint and several.
48. NO REPRESENTATION REGARDING LEGAL EFFECT OF DOCUMENT. No representation, warranty, or recommendation is made by Owner or its agents, employees or attorneys regarding the legal sufficiency, legal effect, or tax consequences of this lease or the transaction, and each signatory is advised to submit this lease to its respective attorney before signing it.
49. LEGAL REPRESENTATION. In regard to the negotiation and preparation of this lease, Owner has been advised and represented herein by KIRSHER, WINSTON \& BOSTON, L.C., and Tenant has been advised to retain its own independent legal counsel. Each such party acknowledges and warrants that it has not relied upon the representation or advice of the other party's attorney.
50. UTILITIES. Tenant alone shall be responsible for all utilities provided to the Premises.
51. CONDITION OF LEASED PREMISES. Tenant has fully inspected and is familiar with the Premises. Tenant is unconditionally satisfied with the condition of same. Owner shall not be obligated to make any repairs, improvements, or modifications to the Premises unless Owner has so agreed in writing. In no event shall Owner be obligated to modify the Premises in order to comply with any special needs of Tenant.

## _I_ (Parties are to initial to acknowledge this waiver):

52. WAIVER OF RIGHT TO JURY TRIAL. Owner and Tenant hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim or crosscomplaint in any action, proceeding and/or hearing brought by either of them against the other on any matter whatsoever, arising out of, or in any way connected with, this lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Premises or the Building, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
53. IMPROVEMENTS. Owner has not agreed to make any improvements to the Premises. Specifically, Owner has not agreed to install a new floor, but Tenant may do so, and if Tenant installs a wooden floor, it assumes all risks of water damage.
54. PRIOR LEASES. This agreement supersedes all previous leases, agreements, understandings, and representations as to the Premises.
55. ANIMALS. No pets or other animals shall at any time be kept or allowed on the leased premises, except for guide dogs and other animals for the assistance of the disabled. A fish aquarium may be kept on the premises, not to exceed 25 gallons, but Tenant shall be
strictly liable for any resulting water damage.

## TENANT

Dated: $\qquad$
Northern United Charter School, by
Kirk Miller, Regional Director

OWNER

Dated: $\qquad$

[^0]
## ADDENDUM ONE

Qualified Lessors' Exemption Claim
Affidavit for Execution by Qualifying Institutional Lessee

BOE-263-A (P1) REV. 07 (06-17)

## QUALIFIED LESSORS' EXEMPTION CLAIM

> PROPERTY USED FOR FREE PUBLIC LIBRARIES AND FREE MUSEUMS AND USED EXCLUSIVELY FOR PUBLIC SCHOOLS, COMMUNITYCOLLEGES, STATE COLLEGES, STATEUNIVERSITIES, UNIVERSITY OF CALIFORNIA, AND NONPROFIT COLLEGES

CRAIG S. KAY
SISKIYOU COUNTY ASSESSOR-RECORDER
311 Fourth Street, Room 108
Yreka, CA 96097-2984
Telephone (530) 842-8036

To receive one time reporting treatment for the exemption, this claim must be filed with the Assessor within 120 days of the commencement date of the lease.

IDENTIFICATION OF APPLICANT

| LESSOR'S CORPORATE OR ORGANIZATION NAME |
| :--- |
| MAILING ADDRESS |
| CITY, STATE, ZIP CODE |
| CORPORATE ID (IF ANY) |
| IDENTIFICATION OF PROPERTY |
| ADDRESS OF PROPERTY (NUMBER AND STREET) |
| CITY, COUNTY, ZIP CODE |
| USE OF PROPERTY $\quad \square$ Check and state the primary and incidental qualifying uses of the property. |
| The exemption claim is made for the following property: (if there are numerous properties, please attach a list that clearly identifies the |
| property and the name and address of the lessee) |


| PROPERTY TYPE | PRIMARY USE | INCIDENTAL USE |
| :--- | :--- | :--- |
| $\square$ Land |  |  |
| $\square$ Buildings and Improvements |  |  |
| $\square$ Personal Property |  |  |$\square$ Yes $\square$ No The lease confers upon the lessee the exclusive right to possession and use of the property.$\square$ YesNo As used herein a qualifying institution is one whose property qualifies for the free public library, free museum, public school, community college, state college, state university, University of California, or nonprofit college property tax exemption.YesNo The lessee institution has the option at the end of the lease term of acquiring the above property described in the lease for $\$ 1$ (one dollar) or any other nominal sum.

Important: A lessee's affidavit, in which the lessee attests to the above statement(s) is provided. Failure to submit/complete the lessee's affidavit will result in denial of one time reporting treatment for the exemption. A separate affidavit is required of each lessee.

| CERTIFICATION |
| :--- |
| ( certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any <br> accompanying statements or documents, is true and correct to the best of my knowledge and belief. |
| SIGNATURE OF PERSON MAKING CLAIM |
| NAME OF PERSON MAKING CLAIM |
| EMAIL ADDRESS |

RETURN THIS
AFFIDAVIT TO
LESSOR

## AFFIDAVIT FOR EXECUTION BY QUALIFYING INSTITUTIONAL LESSEE

NAME OF QUALIFYING LESSEE INSTITUTION

MAILING ADDRESS
CITY, STATE, ZIP CODE
$\checkmark$ Check the type of qualifying use of the property
$\square$ FREE PUBLIC LIBRARY
$\square$ FREE MUSEUM
$\square$ PUBLIC SCHOOLCOMMUNITY COLLEGEstate college$\square$ STATE UNIVERSITY
$\square$ UNIVERSITY OF CALIFORNIA
$\square$ NONPROFIT COLLEGE

NAME OF LESSOR
MAILING ADDRESS
CITY, STATE, ZIP CODE

| COMMENCEMENT DATE OF LEASE | DATE PROPERTY PUTTO EXEMPT USE |
| :--- | :--- |

## PLEASE ATTACH A COPY OF THE LEASE AGREEMENT

The following property is leased as of January 1 of this year. If personal property is being leased, indicate the type, make, model, serial number, etc. Attach a separate listing if necessary.

| PROPERTY TYPE <br> (REAL OR PERSONAL) |  |
| :--- | :--- |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |No The lessee institution has the option at the end of the lease term of acquiring the above property described in the lease for $\$ 1$ (one dollar) or any other nominal sum.

## CERTIFICATION

l certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

$>$
NAME OF PERSON MAKIING CLAIM

EMAILADDRESS

| DATE |
| :--- |
| TITLE |
| DAYTIME TELEPHONE |
| $\left(\begin{array}{l}\text { Dent } \\ \hline\end{array}\right.$ |

## Agenda Item 5. <br> ACTION ITEMS TO BE CONSIDERED

Subject:
5.7 Approval of Lease Agreement for 72 The Terrace, Willow Creek - NU-HCS WCLC

## Action Requested:

Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services. This is a one year lease, with no annual increase from last year.

Fiscal Implications:
\$24,000/year
Contact Person/s: Shari Lovett

## Rental Agreement

Dennis Ambrosini agrees to rent the property and improvements of 72 The Terrace, Willow Creek, CA to Northern United - HUMBOLDT Charter School during the regular school year, Monday through Thursday, for the sum of $\$ 24,000$ per year, $\$ 2,000$ paid monthly for the next one year beginning July 1, 2023 through June 30, 2024. In return, Northern United - Humboldt Charter School will maintain the property and its structures in working condition and acceptable appearance in keeping with comparable commercial sites in the community. Dennis Ambrosini will pay for power and water, and Northern United Charters - Willow Creek will be responsible for paying for phone and internet services. Northern United - HUMBOLDT Charter School will maintain liability insurance for their students, personnel and visitors and will provide Dennis Ambrosini with "additional insured" coverage. This contract will automatically renew annually on July 1, but can be cancelled by either party for the next year with a two-week notice prior to June 15. Also the contract may be modified at any time with the agreement of both parties.


Dennis Ambrosini, Building Owner
Date

## Agenda Item 5. <br> ACTION ITEMS TO BE CONSIDERED

Subject:
5.8 Approval of Lease Agreement for 5 Cemetary Road, Briceland - NU-HCS BLC

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each year the Board approves the facility leases. The facilities provide a location for students to meet with teachers on a regular basis, in addition to receiving additional services such as special education services. This is a one year lease, with no annual increase from last year.

Fiscal Implications:
\$31,800/year
Contact Person/s: Shari Lovett

## FACILITY LEASE AGREEMENT

This Facility Lease Agreement ("Agreement") is made by and between Beginnings, Inc. ("Beginnings") and Northern United Humboldt Charter School ("the Charter") operating a charter school learning center site within the buildings and on the property of Beginnings, Inc., with regard to the following representations and assumptions:

## RECITALS

a. Beginnings is the sole owner of the school site described in Section (1) of this Agreement. The site is suitable for a public charter school program.
b. Northern United Humboldt Charter School is a charter school duly formed and approved by and operating within the boundaries of the Humboldt County Office of Education.
c. Beginnings has offered Northern United Humboldt Charter School, and the Charter has accepted, use of Beginnings facilities described in Section (1), and shown on the map in Exhibit A, located at 5 Cemetery Road, Briceland, California, for the educational program.

## AGREEMENT

Beginnings, Inc. and Northern United Humboldt Charter School desires to enter into an agreement defining their rights, duties, and liabilities relating to the premises. In consideration of mutual covenants contained, the parties agree as follows:

1. PREMISES. Northern United Humboldt Charter School shall hereby be entitled to use the facilities known as the Octagon ( 1,800 square feet), Skyfish ( 1,200 square feet), and the Dojo ( 1,000 square feet) located on the Beginnings site located at 5 Cemetery Road, Briceland, County of Humboldt, California. It is acknowledged that the Charter intends to use the designated Premises as an educational facility as described in the Charter School's charter. The specific premises the Charter is authorized to occupy is identified in Exhibit A, attached hereto and included herein.

For the term of this Agreement, the Charter shall have the exclusive use of the designated classrooms and shared use of the other designated area, within the parameters of this Agreement.
2. TERM. The term of this Agreement ("Term") shall be for one school year, from the date of execution of this Agreement by all parties up through June 30, 2024. Northern United Humboldt Charter School agrees to lease the Premises set forth in Section (1) for the amount of $\$ 1,000 /$ month.

Northern United Humboldt Charter will pay to Beginnings the share of utility costs that are related to the facilities described in Section (1) for the term of this agreement. The share of utility costs will be reimbursed to Beginnings based on vendor invoices.

Utility costs include electricity, gas, heating fuel, waste disposal, telephone and internet as well as custodial supplies and pro rata share of maintenance expenditures.

## 3. OWNERSHIP.

The Premises shall remain the property of Beginnings. Northern United Humboldt Charter School shall be entitled to use of the facilities from the date of this agreement through June 30, 2024.

BEGINNINGS, INC., AND NORTHERN UNITED HUMBOLDT CHARTER SCHOOL have signed this Agreement on the dates set forth below.

DATE: $05-02-2023$
DATE: $\qquad$


JULIA ANDERSON
Director
Beginnings, Inc.

## SHARI LOVETT

School Director
Northern United Humboldt Charter School


Exhibit A

## Agenda Item 5. <br> ACTION ITEMS TO BE CONSIDERED

Subject:
5.9 Approval of the Declaration of Need - NU-SCS

## Action Requested:

Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
The Declaration of Need is completed, board approved and submitted to CDE annually when the school is unable to hire a teacher who is currently appropriately credentialed or when the school will be utilizing teachers enrolled in an internship program. It also allows for emergency credentialing. NU-SCS may have two teachers who need an emergency English Learner authorization and may need two multiple subject limited assignment permits during the 2023-2024 school year.

## Fiscal Implications:

None
Contact Person/s: Shari Lovett

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024
Revised Declaration of Need for year: $\qquad$
FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL
Name of District or Charter: Northern United - Siskiyou Charter School District CDS Code: 10470-0137372
Name of County: Siskiyou County CDS Code: 47

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

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

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on $05 \quad 10 \quad 2023$ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

- Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024

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

| Shari Lovett |  | School Dire |
| :---: | :---: | :---: |
| Name | Signature |  |
|  | 707-445-2660 $\times 110$ | 05/10/2023 |

## 2120 Campton Road, Suite H, Eureka, CA 95503

Mailing Address
slovett@nucharters.org

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

Name of County $\qquad$ County CDS Code $\qquad$ Name of State Agency $\qquad$
Name of NPS/NPA
County of Location $\qquad$

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on $\qquad$ 1 $\qquad$ at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, $\qquad$ .

Enclose a copy of the public announcement
Submitted by Superintendent, Director, or Designee:

| Name | Signature | Title |
| :---: | :---: | :---: |
| Fax Number | Telephone Number | Date |
|  | Mailing Address |  |

EMail Address

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


## AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit
CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

## Resource Specialist

Teacher Librarian Services

## LIMITED ASSIGNMENT PERMITS

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
| :--- | :---: |
| Multiple Subject | 2 |
| Single Subject |  |
| Special Education |  |
| TOTAL | 2 |


| AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT <br> PERMITS (A separate page may be used if needed) | ESTIMATED NUMBER NEEDED |
| :--- | :--- |
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## EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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


## EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? $\square$
If no, explain. Our charter school is too small to have the capacity to support an intern program.
Does your agency participate in a Commission-approved

 college or university internship program?

If yes, how many interns do you expect to have this year? 2
If yes, list each college or university with which you participate in an internship program. Cal Poly Humboldt

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

## Agenda Item 5.

## ACTION ITEMS TO BE CONSIDERED

Subject:
5.10 Approval of the Declaration of Need - NU-HCS

Action Requested:
Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
The Declaration of Need is completed, board approved and submitted to CDE annually when the school is unable to hire a teacher who is currently appropriately credentialed or when the school will be utilizing teachers enrolled in an internship program. It also allows for emergency credentialing. NU-HCS may have two teachers who need an emergency English Learner authorization and may need two multiple subject limited assignment permits during the 2023-2024 school year.

Fiscal Implications:
None
Contact Person/s: Shari Lovett

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024
Revised Declaration of Need for year: $\qquad$

## FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Northern United - Humboldt Charter Schof District CDS Code: 10124-0137364
Name of County: Humboldt County CDS Code: 12
By submitting this annual declaration, the district is certifying the following:

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

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on $05 / 10 \quad 2023$ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

## - Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024

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

| Shari Lovett |  | School Director |
| :---: | :---: | :---: |
| Name | Signature | Title |
|  | 707-445-2660 x110 | 05/10/2023 |
| Fax Number | Telephone Number | Date |

2120 Campton Road, Suite H, Eureka, CA 95503
Mailing Address
slovett@nucharters.org
EMail Address

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

Name of County $\qquad$ County CDS Code $\qquad$
Name of State Agency $\qquad$
Name of NPS/NPA $\qquad$ County of Location $\qquad$

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on $\qquad$ 1 $\qquad$ , at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, $\qquad$ .

- Enclose a copy of the public announcement

Submitted by Superintendent, Director, or Designee:

| Name | Signature | Title |
| :---: | :---: | :---: |
| Fax Number | Telephone Number | Date |

Mailing Address

## EMail Address

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


## AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit
CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

## LIMITED ASSIGNMENT PERMITS

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
| :--- | :---: |
| Multiple Subject | 2 |
| Single Subject |  |
| Special Education |  |
| TOTAL | 2 |


| AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT <br> PERMITS (A separate page may be used if needed) | ESTIMATED NUMBER NEEDED |
| :--- | :--- |
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## EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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


## EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? $\square$
If no, explain. Our charter school is too small to have the capacity to support an intern program.
Does your agency participate in a Commission-approved
 college or university internship program?

If yes, how many interns do you expect to have this year? 2
If yes, list each college or university with which you participate in an internship program. Cal Poly Humboldt

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

## Agenda Item 5. <br> ACTION ITEMS TO BE CONSIDERED

Subject:
5.11 Approval of Onboarding/Offboarding Protocol for NUCS Board Handbook

## Action Requested:

Approval
Previous Staff/Board Action, Background Information and/or Statement of Need:
At the March and April board meetings, the board discussed edits to the draft Onboarding/Offboarding Protocol for the NUCS Board Handbook. The edits have been incorporated into the attached draft.

Fiscal Implications:
None
Contact Person/s: Shari Lovett, Rosemary Kunkler

## Onboarding/Offboarding Board Members:

## Principles:

Strong board members are essential in maintaining a well-functioning school. A great school board works hand-in-hand with executive leadership to fulfill the mission and vision of the school. Whether incumbent or newly elected, the school benefits from school board members who are engaged, inspired and ready to work with the team. Having a clear understanding of the duties, responsibilities, expectations and protocols is essential for board members. An excellent onboarding and offboarding protocol is necessary to ensure this outcome.
Onboarding Protocols:

* At the first NUCS Board Meeting after being sworn in, the new board member will be onboarded.
* The onboarding process will consist of:
~ An introduction to all NUCS Directors and Officers
> A review of the NUCS Board Handbook, including all protocols, calendar of meeting dates, contact list for all Board Members, location of board policies, an explanation of Board roles
- Receiving a Robert's Rules of Order book
> A photo being taken for the NUCS school badge
> An introduction to their new NUCS email address
* The School Director will create a NUCS School Badge and a name plate for the new Board Member


## Offboarding Protocols:

* When a Board Member resigns from office, they must review and follow the offboarding protocol
> Submitting a letter of resignation to the Board Chair or School Director
> The letter of resignation will be agendized for approval as a Consent Agenda item at the following Board Meeting.
> The resigning Board Member will return all NUCS items to the School Director by dropping it off at a specified location over the next 14 days.
* When a Board Member will not continue after their term ends or if a Board Member is voted off, they must review and follow the offboarding protocol.
> The Board Member will return all NUCS items to the School Director by dropping it off at a specified location over the next 14 days.


## Agenda Item 6. DISCUSSION ITEMS

## Subject:

6.1 Discussion of Board Officer Roles for NUCS Board Handbook

## Action Requested:

None

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

During the April 2023 board meeting, the board discussed including written roles and responsibilities for board officers in the NUCS Board Handbook.

Fiscal Implications:
None

Contact Person/s:
Shari Lovett, Rosemary Kunkler

## Agenda Item 7.

REPORTS

Subject:
7.1 Student Enrollment and Attendance Report

## Action Requested:

None

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

Each month the Board receives this report to keep the Board apprised of enrollment and attendance patterns. As our revenue is generated by our enrollment and actual daily attendance, there are fiscal implications based on student numbers each day.

Enrollment as of 4/21/23 (LP 8):
NU-Humboldt Charter School - 331
NU-Siskiyou Charter School-128
Enrollment as of 4/22/2022 (LP 8):
NU-Humboldt Charter School - 322
NU-Siskiyou Charter School - 122
Fiscal Implications:
To be determined.
Contact Person/s: Shari Lovett, Lynda Speck

Attendance as of $3 / 24 / 23$ (LP 7):
NU-Humboldt Charter School - 95.09\%
NU-Siskiyou Charter School - 92.48\%
Attendance as of 3/25/2022 (LP 7):
NU-Humboldt Charter School - $95.67 \%$
NU-Siskiyou Charter School - 97.67\%

## NORTHERN UNITED CHARTER SCHOOLS

ATTENDANCE AND ADA SUMMARY REPORT BY LEARNING PERIODS


Agenda ltem 7.
REPORTS
Subject:
7.2 Financial Report for NU-HCS and NU-SCS

Action Requested:
None
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each month a Financial Report is given in order to keep the Board apprised of the fiscal condition of each school.

Fiscal Implications:
None
Contact Person/s: Shari Lovett, Tammy Picconi

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| Fiscal Year 2022/23 Through April 2023 |  |  |
| :---: | :---: | :---: |
| Revenue | Balance | $\begin{array}{r} \% \\ \text { Revd } \end{array}$ |
| 2,739,242.00 | 1,011,847.00 | 73.03 |
| 31,192.00 | 28,278.00 | 52.45 |
| 2,770,434.00 | 1,040,125.00 | 72.70 |
|  | 42,515.00 |  |
| 14,517.00 |  | 100.00 |
| 28,074.09 | 11,925.91 | 70.19 |
| 161,988.00 | 18,009.00- | 112.51 |
| 196,093.07 | 457,435.93 | 30.01 |
| 400,672.16 | 493,867.84 | 44.79 |
| 13,613.30 | 9,613.30- | 340.33 |
| 8,190.00 |  | 100.00 |
| 35,567.19 | 37,665.81 | 48.57 |
| 573,293.38 | 249,789.62 | 69.65 |
| 55,451.00 | 12,919.00 | 81.10 |
| 686,114.87 | 290,761.13 | 70.24 |
|  | 1,511.00 |  |
| 4,510.74 | 346.74- | 108.33 |
| 189,235.56 | 109,699.44 | 63.30 |
| 104,536.00 | 41,212.00 | 71.72 |
| 298,282.30 | 152,075.70 | 66.23 |
| 4,155,503.33 | 1,976,829.67 | 67.76 |


| Adopted <br> Budget | Revised <br> Budget | Encumbrance | Actual | Balance | $\%$ <br> Used |
| ---: | ---: | ---: | ---: | ---: | ---: |
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| $1,025,800.00$ | $1,056,751.00$ | $204,796.46$ | $855,748.99$ | $3,794.45-$ | 80.98 |
| $346,140.00$ | $352,601.00$ | $66,052.02$ | $286,549.74$ | $.76-$ | 81.27 |
| $14,000.00$ | $12,500.00$ |  | $11,340.00$ | $1,160.00$ | 90.72 |
| $12,600.00$ | $47,395.00$ |  | $21,731.25$ | $25,663.75$ | 45.85 |
| $114,485.00$ | $155,800.00$ | $29,280.00$ | $122,120.00$ | $4,400.00$ | 78.38 |

## Fiscal13a

| Fund 62 - CHARTER SCHOOLS ENTERPRISE FND |  |  |  |  | Fiscal Year 2022/23 Through April 2023 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Object | Description | Adopted Budget | Revised Budget | Encumbrance | Actual | Balance | $\begin{gathered} \% \\ \text { Used } \end{gathered}$ |
| Expenditure Detail (continued) |  |  |  |  |  |  |  |
| Certificated Salaries (continued) |  |  |  |  |  |  |  |
| 1300 | CERT SUPRVSRS' \& ADMINS' SAL | 123,127.00 | 123,127.00 | 20,521.18 | 102,605.90 | .08- | 83.33 |
| 1900 | OTHER CERT SALARY-REGULAR | 231,550.00 | 249,152.00 | 51,161.68 | 197,989.52 | . 80 | 79.47 |
|  | Total Certificated Salaries | 1,867,702.00 | 1,997,326.00 | 371,811.34 | 1,598,085.40 | 27,429.26 | 80.01 |
| Classified Salaries |  |  |  |  |  |  |  |
| 2100 | CLASS INSTR AIDE SAL-REGULAR | 81,841.00 | 118,874.00 |  | 90,443.09 | 28,430.91 | 76.08 |
| 2122 | INSTR AIDE SAL HRLY-SPECL ED | 44,958.00 | 26,429.00 |  | 27,066.25 | 637.25- | 102.41 |
| 2160 | COACHES \& ADVISORS |  | 500.00 |  | 1,500.00 | 1,000.00- | 300.00 |
| 2210 | FOOD SERVICE PERSONNEL | 55,300.00 | 57,910.00 | 8,883.34 | 49,026.64 | . 02 | 84.66 |
| 2213 | MAINTENANCE/CUSTODLOPERATNS |  | 981.00 |  | 1,413.00 | 432.00- | 144.04 |
| 2214 | CUSTODIAN | 15,840.00 | 23,623.00 |  | 8,228.25 | 15,394.75 | 34.83 |
| 2255 | COMPUTER LAB TECHNICIAN | 66,400.00 | 66,400.00 | 11,066.68 | 55,333.40 | .08- | 83.33 |
| 2304 | BUSINESS MANAGER | 68,400.00 | 69,878.00 | 11,400.00 | 58,518.75 | 40.75- | 83.74 |
| 2307 | COORDINATOR | 20,738.00 | 21,338.00 | 4,147.50 | 17,290.00 | 99.50- | 81.03 |
| 2308 | DIRECTOR | 68,400.00 | 68,400.00 | 11,400.00 | 57,000.00 |  | 83.33 |
| 2309 | ADMINISTRATIVE ASSISTANT | 63,840.00 | 46,880.00 |  | 35,931.50 | 10,948.50 | 76.65 |
| 2402 | ACCOUNT TECHNICIAN | 87,360.00 | 58,452.00 | 7,280.00 | 51,969.00 | 797.00- | 88.91 |
| 2403 | CLERICAL TECHNICIAN | 17,440.00 | 17,969.00 | 70.00 | 14,984.01 | 2,914.99 | 83.39 |
| 2405 | ATTENDANCE TECHNICIAN | 89,020.00 | 90,500.00 | 15,710.00 | 76,359.77 | 1,569.77- | 84.38 |
| 2900 | OTHER CLASS SALARIES-REGULAR | 45,351.00 | 70,162.00 |  | 62,728.77 | 7,433.23 | 89.41 |
|  | Total Classified Salaries | 724,888.00 | 738,296.00 | 69,957.52 | 607,792.43 | 60,546.05 | 82.32 |
| Employee Benefits |  |  |  |  |  |  |  |
| 3101 | STRS - CERTIFICATED | 425,122.00 | 545,382.00 | 61,240.09 | 265,584.73 | 218,557.18 | 48.70 |
| 3201 | PERS - CERTIFICATED | 31,668.00 | 37,544.00 | 8,159.00 | 28,945.44 | 439.56 | 77.10 |
| 3202 | PERS - CLASSIFIED | 207,362.00 | 148,598.00 | 16,678.24 | 126,706.98 | 5,212.78 | 85.27 |
| 3311 | SOCIAL SECURITY-CERTIFICATED | 7,722.00 | 10,855.00 | 1,988.58 | 8,757.84 | 108.58 | 80.68 |
| 3312 | SOCIAL SECURITY-CLASSIFIED | 61,114.00 | 43,743.00 | 4,298.80 | 37,478.64 | 1,965.56 | 85.68 |
| 3331 | MEDICARE-CERTIFICATED | 18,523.00 | 28,802.00 | 5,378.34 | 23,132.09 | 291.57 | 80.31 |
| 3332 | MEDICARE-CLASSIFIED | 12,563.00 | 11,287.00 | 1,005.36 | 8,765.14 | 1,516.50 | 77.66 |
| 3411 | HEALTH \& WELFARE BENEFTS-CRT | 475,745.00 | 502,636.00 | 96,042.74 | 409,188.06 | 2,594.80- | 81.41 |
| 3412 | HEALTH \& WELFARE BENEFTS-CLS | 216,835.00 | 196,757.00 | 22,148.00 | 164,636.86 | 9,972.14 | 83.68 |
| 3501 | ST UNEMPLOYMENT INS-CERTIF | 7,410.00 | 9,922.00 | 1,854.62 | 7,972.19 | 95.19 | 80.35 |
| 3502 | ST UNEMPLOYMENT INS-CLASSIFD | 4,331.00 | 3,529.00 | 346.74 | 3,022.66 | 159.60 | 85.65 |
| 3601 | WORKER'S COMP-CERTIFICATED | 14,075.00 | 13,743.00 | 2,522.18 | 11,078.12 | 142.70 | 80.61 |
| 3602 | WORKER'S COMP-CLASSIFIED | 8,230.00 | 5,081.00 | 471.50 | 4,335.34 | 274.16 | 85.32 |
|  | Total Employee Benefits | 1,490,700.00 | 1,557,879.00 | 222,134.19 | 1,099,604.09 | 236,140.72 | 70.58 |

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## Fiscal13a

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Financial Statement


## Fiscal13a




| Adopted Budget | Revised Budget | Encumbrance | Fiscal Year 2022/23 Through April 2023 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Actual | Budget Balance | \% of Budget |
| 5,097,771.00 | 6,132,333.00 |  | 4,155,503.33 | 1,976,829.67 | 67.76 |
| 5,385,902.00 | 6,368,706.00 | 663,903.05 | 4,312,230.06 | 1,392,572.89 | 67.71 |
| 288,131.00- | 236,373.00- |  | 156,726.73- | 584,256.78 |  |
|  | 42,000.00 |  |  | 42,000.00 |  |
| 288,131.00- | 194,373.00- |  | 156,726.73- | 626,256.78 |  |
| 1,090,192.00 | 1,807,260.00 |  | 1,807,260.75 |  |  |
| 1,090,192.00 | 1,807,260.00 |  | 1,807,260.75 |  |  |
| 802,061.00 | 1,612,887.00 |  | 1,650,534.02 |  |  |
| 802,061.00 | 1,612,887.00 |  |  |  |  |

Fund 62 - CHARTER SCHOOLS ENTERPRISE FND
C. Subtotal (Revenue LESS Expense)
D. Other Financing Sources and Uses
Sources
LESS Uses
E. Net Change in Fund Balance
F. Fund Balance:
Beginning Balance (9791)
Audit Adjustments (9793)
Other Restatements (9795)
Adjusted Beginning Balance
G. Calculated Ending Balance
*Components of Ending Fund Balance
Legally Restricted (9740)
Other Designations (9780)
Undesig/Unapprop (9790)
Other
Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org $=75$, Starting Period $=1$, Ending Account Period $=10$, Stmt Option? $=$, Zero Amounts? = N, SACS? = N, Restricted $?=\mathrm{Y}$ )

| 043 NORTHERN UNITED SISKIYOU | J76916 | Financial Summary Report |
| :--- | :--- | :--- |
| 2223 NUSCS EAR SUMMARY - APRIL. |  | $04 / 01 / 2023-04 / 30 / 2023$ |$\quad$ FAR300 $\quad 00.0904 / 27 / 2307: 18$ PAGE

$\begin{aligned} & \text { rimary sort/rollup levels: } \text { FD } \\ & \text { Income sumnary level: } 4 \\ & \text { Expense summary level: } 4 \\ & \text { Data source: } \text { GLSTEX Standard Extract } \\ & \text { Report template: } \text { /var/opt/qss/data/CTFAR300: } 07 / 07 / 2020 \quad 17: 07: 13 \\ & \text { Budget type: } \text { R Revised } \\ & \text { Include budget transfers: } \\ & \text { GL Transactions: } \text { B Approved and Unapproved } \\ & \text { Exclude Pre-encumbrances: } \\ & \text { Use Reference Values: } \mathrm{N} \\ & \text { Restricted Fld Nbr: } 02 \text { RESOURCE } \\ & \text { Separation Option: No Separation of Restricted and UnRestricted } \\ & \text { Extraction Type: Restricted and UnRestricted } \\ & \text { Report prepared: } 04 / 27 / 2023 \text { 07:18:13 }\end{aligned}$


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$\begin{array}{ll}\text { Beginning balance } \\ 9110 & \text { CASH IN COUNTY TREASURY } \\ 9200 & \text { ACCOUNTS RECEIVABLE } \\ 9209 & \text { A／R SET－UP ODD YEARS } \\ 9210 & \text { A／R POST } \\ 9330 & \text { PREPAID EXPENDITURES } \\ 9508 & \text { USE TAX LIABILITY } \\ 9509 & \text { ACCOUNTS PAYABLE SET UP－ODD YR } \\ 9510 & \text { ACCOUNTS PAYABLE CURRENT LIAB } \\ 9511 & \text { STRS } \\ 9512 & \text { PERS } \\ 9513 & \text { OASDHI } \\ 9514 & \text { H\＆W }\end{array}$

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| 043 NORTHERN UNITED SISKIYOU 2223 NUSCS FAR SUMMARY - APRIL FUND $: 87 \quad$ AP CLEARING | Financial Sumunary Report 04/01/2023-04/30/2023 |  | FAR300 | L. 00.090 | 04/27/23 07:18 PAGE | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrance | es Balance | \%used |
| Beginning balance |  |  |  |  |  |  |
| 9110 CASH IN COUNTY TREASURY | 922,295.34- | 54,779.87- | 848,394.27- | 0.00 | 0 1,770,689.61- |  |
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| total Beginning balance | 0.00 | 0.00 | 0.00 | 0.00 | 0 0.00 |  |
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| **Fund balance | 0.00 | 0.00 | 0.00 |  |  | ** |

## Agenda Item 7.

## REPORTS

Subject:
7.3 Director's Report

Action Requested:
Information
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.

Fiscal Implications:
None
Contact Person/s: Shari Lovett

## Agenda Item 7.

REPORTS

## Subject:

7.4 Northern United - Humboldt Charter School Report

Action Requested:
Information
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each month staff will give an update on NU-HCS events and programs. Please see attached.
Fiscal Implications:
None
Contact Person/s: Shari Lovett, Rebekah Davis

## Humboldt Regional Director Board Report 5-10-23

## What's happening Schoolwide?

A. Cathie Shermer won an Excellence in Teaching Award!

B. Roxy Kennedy was nominated for a Classified Staff of the Year Award!

C. Many of our Tk-4th Graders placed at the Track and Field Competition.

D. Cathie, Lynda and Shari had a table at the Job Fair at Cal Poly Humboldt.

E. Our High School AVID Students went to Santa Rosa JC, AVID Career Day at the Oakland Coliseum, and an A's vs. the Cubs Ball Game!!

F. Our Counselors took our 7th Graders to CR for the 7th Grade IBAC Event.


What's happening at Individual Learning Centers that is Newsworthy?
A. Willow Creek had 2 winners for the Godwit Days Student Art Contest:

Cianna Pace- Red-Tailed Hawk, Honorable Mention, Grade 5 \& 6 Cully Stack- Bushtit, Honorable Mention, Grade 2
B. Briceland had a winner at the Godwit Days Student Art Contest:

Madden McCall came in 2nd place in the 3rd grade
C. Ms. Debbi's Winners in the 2023 Godwit Days Student Art Contest:

Aiden Salters-Bullock's Oriole Honorable Mention Grade 2
Sophie Lewis-Snowy Plover-Honorable Mention Grade 2
Aurelia Fosnaugh Ruby Throated Hummingbird Second Prize Grade 2
Bernardo Freitas-American Kestrel-Third Prize Grade 3
Zeno Fosnaugh-Cedar Waxwing-Best Depiction of a Bird in its Habitat Grade 6
Evie Dowd-Bufflehead-Third Prize Grade 9-12
Irina Fugate-White Tailed Kite-Third Prize-Grade 5 \& 6


D. ELC's Educational Foundation received a $\$ 1,100$ grant from Humboldt Sponsors for their end-of-the-year trip.

E. BLC's 1st and 2nd Graders had an egg drop challenge

F. BLC's Science Fair celebration


G. Cathie's student, Zeno, wrote an essay about the recent middle school basketball season.

## Winning on a Losing Streak

By Zenoblas Fosnaugh

## Murch 2029

The Northern United Charter School had its first ever baskatball team in its history this year. Even though we lost every game that season I leamed a lot. Plus I had a lot of fun and also had fun getting hurt this season (3).

The first time we played NPA we were beat badly and the score was 23 to 41. The coach and team saw that wa needed more practees. Coach Roomes scheduled a million mare practices. Two weeks later, we played NPA again and we only lost by 6 points.

For our last game, we played south Bay. We had a hard time keeping the ball in our possession. The cosch put me in the game and he told me to steal the ball. I went behind the South Byy player with the ball, surprising him, and stole the ball. When I had the ball, I passed it to Sam, the tall kid who is good at shooulng. I stole thie ball from the team multiple times throughout the game. We sdill lost, but our team was happy.

After that we had our end of the year party and I got the first place of the subs, also known as slxth man of the year. Even though we lost every game that year, $l$ enjoyed the eccitement of playing basketball and learning to work with others on a team.

H. Cathie's AVID Class ran a booth at the Humboldt Math Fair at the Adorni Center.

I. Rebekah led science for Crystal's class at CLC. The class finished off their unit on Motion and Matter with chemical reactions.

J. ELC hosted a "Say Yes to the Prom Dress" event. Many students came and found the perfect dress!

K. Cathie Shermer sends this update on our Elementary Track and Field:

Our Northern United-Humboldt Charter School Track and Field Teams did a great job Tuesday, April 18th at the Arcata High School Track Meet finishing off the TK-4th Grade season and Thursday, April 20th at the first 5th-8th Grade meet at McKinleyville High! Our TK-4th Grade Team competed in sprints, relays, long jump, and baseball throw! They had a blast and came away with many award ribbons! Our TK-4th Grade Team include: Serafina, Aurelia, Emmajean, Madge, Samuel, Hemingway, Milly, Rosemary, Autumn, and Iris, Our 5th-8th Grade Team: Epona, Waylund, Leonardo, Zeno, and Ricardo competed in a variety of events including 100 and 200 meter sprints, hurdles, long jump, and shot put! There were a couple hundred kids from throughout the county competing and the atmosphere was inspiring and energetic! Epona got 2nd in Long Jump out of all the 8th grade girls as well as 4th in 100 meter hurdles! Waylund got 6th in Shot Put out of all the 5th grade boys throwing the big lead ball 16 ' $51 / 2$ "!! Leonardo got 5 th in the 200 meter sprint out of all the 5th grade boys! Ricardo did a great job in many events and got 6th out of all the 6th grade boys in Shot Put throwing the ball $17^{\prime} 11^{\prime \prime!}$ Coach lan and I are so impressed with the kids' love for running, athletics, good health, sportsmanship, enthusiasm to be part of this wonderful running community, and positivity! Up this week, our 5th-8th grade team will compete at Fortuna High Thursday at 3:30!! Come support Northern United-Humboldt Charter School! If you still want to join the team, it's not too late! Call me for more information!
L. Amanda Sharp's CLC students and Sarah Schaefer's ELC students went to HCOE to view their projects and celebrate their work that they completed while working with HCOE and other local indigenous organizations.

M. Our counselors took ELC's AVID students to the Trades Academy at CR.

## Agenda Item 7.

## REPORTS

## Subject:

7.5 Northern United - Siskiyou Charter School Report

## Action Requested:

Information
Previous Staff/Board Action, Background Information and/or Statement of Need:
Each month staff will give an update on NU-SCS events and programs. It was not ready at the time the packet was emailed out so will be distributed prior to or at the meeting.

## Fiscal Implications:

None
Contact Person/s: Shari Lovett, Kirk Miller

## Agenda Item 7.

REPORTS
Subject:
7.6 Board Report

Action Requested:
Information

Previous Staff/Board Action, Background Information and/or Statement of Need:
Each month the Board may give a report related to the governance of the schools.

## Fiscal Implications:

None
Contact Person/s: Shari Lovett, Rosemary Kunkler

## Agenda Item 8.

## 8. OPEN SESSION BEFORE CLOSED SESSION

## Subject:

8.1 The Board Chair will verbally review items to be discussed during Closed Session as listed below.
8.2 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.
8.3 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; and other individuals that may be invited to attend by the Board.
8.3.1 Public Employee Performance: Title: Charter Director

## Action Requested:

None
Previous Staff/Board Action, Background Information and/or Statement of Need:
None
Fiscal Implications:
To be determined
Contact Person/s: Shari Lovett, Rosemary Kunkler

## Agenda Item 9.

9. RECONVENE IN OPEN SESSION
9.1 Report of Action Taken During Closed Session

Agenda Item 10.
NEXT BOARD MEETING

## Subject:

10.1 Possible Agenda Items: public hearings for the LCAPs and budgets

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, Rosemary Kunkler

## Agenda Item 10.

NEXT BOARD MEETING

## Subject:

10.2 Next Board Meeting Date: June 28th \& 29th

Action Requested:
None
Previous Staff/Board Action, Background Information and/or Statement of Need:
The next board meeting is based on the board adopted meeting schedule.
Fiscal Implications:
None
Contact Person/s:
Shari Lovett, Rosemary Kunkler
11. ADJOURNMENT
11.1 Adjourn


[^0]:    Daniel Nelson, DBA A-1 Mini
    Storage of S. Mt. Shasta Blvd.

[^1]:    Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 75, Starting Period =1, Ending Account Period =10, Stmt Option? =,

