Siskiyou County Board of Education
Regular Meeting, Wednesday, September 21, 2022 – 6 p.m.
Siskiyou County Office of Education

Consistent with AB 361 and Government Code Section 54953, and subsequent board action, this meeting will also be offered remotely. Follow the instructions below to access the meeting.

Teleconference protocols will be provided at the opening of the meeting, including how to address the Board with public comments.

To join this meeting, click on the link below:
https://us02web.zoom.us/j/85615627266?pwd=YjNTdUcwVGkxRTlsdmZXWVk2Zi9TZz09

Meeting ID: 856 1562 7266
Password: 686644
To join this meeting by telephone: 1-669-444-9171

A G E N D A

In compliance with the Americans with Disabilities Act, the Siskiyou County Board of Education will make available to the public who has a disability, any needed modification or accommodation in order for that person to participate in the public meeting. Contact the Siskiyou *County Office of Education at 530-842-8400 at least one (1) week prior to the scheduled meeting.*

Public Comments: *Persons who wish to address the Board for items listed on the agenda must complete the Speaker Card provided and hand it to the Board of Trustees' secretary preferably prior to when the items are called on the agenda.*

1.0 Call to Order **Bennett**

2.0 Flag Salute **Bennett**

3.0 Public Hearing
Pursuant to Education Code Section 60119, (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531), a public hearing will be held relating to State Instructional Materials Funds for the purpose of determining whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

4.0 Public Comment **Bennett**
Hearing of persons desiring to address the Board or present petitions. Presentations not on the agenda will be limited to five minutes. The Board is prohibited by law from taking action on any item presented if it is not listed on the agenda.

5.0 Regular Agenda

5.01 Findings Regarding Teleconferencing — **Action**
Pursuant to Board Resolution 22-23-01 (adopted August 24, 2022), consider adopting findings that current circumstances meet the requirements of Assembly Bill 361, (1) current state of emergency is ongoing, and (2) meeting in person would present imminent risks to the health or safety of attendees.

5.02 Approval of Minutes — **Action**
Approval of August 24, 2022, Special meeting minutes.

5.03 Approval of Minutes — **Action**
Approval of August 24, 2022, Regular meeting minutes.

5.04 Credential Registration — **Action**
Credentials granted by the Commission on Teacher Credentialing will be submitted for registration.

5.05 Resolution 22-23-03 — **Action**
Request for approval of Resolution 22-23-03 Regarding Sufficiency or Insufficiency of Instructional Materials.

5.06 Golden Eagle Charter School — **Action**
Request for approval of a revision to the Memorandum of Understanding.

5.07 Golden Eagle Charter School — **Action**
Request for approval of an amendment to the charter due to a change In building location.

6.0 Board Comments — **Discussion/Information**

7.0 Superintendent's Report — **Walters/Information**

8.0 Items for Next Agenda — **Bennett**

9.0 Adjournment — **Bennett/Action**

Posted: 9/16/2022
Note: Copies of the agenda and backup materials may be reviewed and downloaded at the Siskiyou County Office of Education website at Siskiyou County Board of Education / Home - Siskiyou County Board of Education (siskiyoucoe.net) Copies of the agenda and backup materials, may be reviewed at the Siskiyou County Office of Education during the regular office hours, Monday through Friday, excluding holidays. Use the following email address to request a copy by email: siskiyoucbe@siskiyoucoe.net

Siskiyou County Board of Education Meeting
Special Meeting, Wednesday, August 24, 2022
Siskiyou County Office of Education

Special Meeting Minutes

Members Present
John Bennett, President
Len Foreman, Vice President
Sherry Crawford
Brenda Duchi
William Enos, Ed.D.
Michelle Harris
Michelle O'Gorman

Call to Order
Mr. Bennett called the meeting to order at approximately 1:50 p.m.

Public Comment
There was no public comment.

Resolution 22-23-01
Mrs. Duchi moved to approve Resolution 22-23-01 Authorizing Use of Remote Teleconferencing Provisions Pursuant to AB 361 and Government Code section 54953. Mr. Foreman seconded. All in favor. Motion carried.

Adjournment
The meeting was adjourned at approximately 1:55 p.m.

_____
Kermith R. Walters, County Superintendent

Siskiyou County Board of Education Meeting
Regular Meeting, Wednesday, August 24, 2022
Siskiyou County Office of Education

Meeting Minutes

Members Present
John Bennett, President
Len Foreman, Vice President
Sherry Crawford
Brenda Duchi
William Enos, Ed.D.
Michelle Harris
Michelle O'Gorman

Call to Order
Mr. Bennett called the meeting to order at approximately 1:50 p.m.

Order of Agenda Items
Mr. Bennett called for a vote to move a portion of the Superintendent's Report to the first item on the agenda. Mrs. Duchi moved to approve the request. Mrs. Crawford seconded. All in favor. Motion carried.

Superintendent's Report
Mr. Kermith Walters asked Mr. Allan Carver to read his correspondence of August 22, 2022, to the Weed Union Elementary School District regarding Clarification of Fiscal Recovery Steps for Weed Union Elementary School District. Mr. Carver read the letter to the board and audience.

Public Comment
Members of the public included contractors working on the Weed Union Elementary School District building project and the construction manager for the district's building project. They expressed their appreciation for providing answers to their questions and hearing their concerns regarding the project. They were provided with a copy of the letter and SCOE staff will schedule a meeting with them in order to continue the discussion.

Approval of Minutes
Mrs. Duchi moved to approve the minutes of the June 22, 2022, meeting. Mr. Foreman seconded. All in favor. Motion carried.

Credential Registration
Mrs. Crawford moved to approve the Credentials presented for registration. Dr. Enos seconded. All in favor. Motion carried.

Resolution 22-23-02
Mrs. Duchi moved to approve the Resolution 22-23-02 Adult Education District Representative. Mr. Foreman seconded. All in favor. Motion carried.

Consolidated Application
Mr. Foreman moved to approve the 2022-2023 Consolidated Application. Dr. Enos seconded. All in favor. Motion carried.

Board Comments

- Mrs. Duchi asked about the number of homeless students in the county. Mr. Carver shared information on the SCOE Foster and Homeless Youth Programs and the services provided.
- Mrs. O'Gorman requested a copy of the correspondence sent to Weed Union Elementary School District. A copy will be emailed to the board.
- Mrs. Duchi shared her plans to attend the CCBE Fall Conference.
- Mrs. O'Gorman shared information on upcoming presentations events by Ernie Mendes and an online auction benefiting local family resource centers. Information for these upcoming events will be emailed to the board. She shared how the family resource centers provided assistance to fire victims.
- Dr. Enos shared his appreciation for the proactive approach with the Weed Union Elementary School District's fiscal issues.

Superintendent's Report

- Mr. Walters introduced Mr. Barry Barnhart, SCOE Assistant Superintendent. Mr. Barnhart stated that he is happy and excited for this chapter of his career and that he will be sharing educational services presentations with the board on a rotating basis.
- Opening enrollment numbers will be provided at the October meeting.
- There was discussion of the impact of the local wildfires.
- An update on the Forks of Salmon Elementary School MOU for Lapsation and a recently received petition for territory transfer was provided. Mr. Carver and Mr. Mike Matheson, SCOE's Director of Continuous Improvement and District Support, are consulting with attorneys as they work through the lapsation process for the district.
- The board was reminded that the September 21 meeting will be held at 6 p.m.

Items for the Next Agenda

- Instructional Materials Public Hearing

Adjournment
The meeting was adjourned at approximately 3:23 p.m. The next county board meetings will be held at 6 p.m. on September 21, 2022.

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Kermith R. Walters, County Superintendent

Siskiyou County Board of Education

CREDENTIALS FOR REGISTRATION SEPTEMBER 2022

Albright, Eve	Mt. Shasta	Clear TC- Multiple Subject General Subjects (Exam) Issued: 04/01/2020 Expires: 04/01/2025
Arkie "Sandoval", Andrea	Weed	Intern TC- Multiple Subject General Subjects Issued: 07/01/2022 Expires: 08/01/2024
Burt, Jonathon	Yreka	Clear TC - Multiple Subject General Subjects Issued: 08/02/2022 Expires: 09/01/2027
Ferguson, April	Weed	Permit - Child Development Site Supervisor Issued: 09/01/2022 Expires: 09/01/2027
Foster, Terry	Weed	Emergency Permit- 30 Day Substitute Substitute Issued: 08/08/2022 Expires: 09/01/2023
Giannini, Robert	Yreka	Clear Permit - 30 Day Substitute Substitute Issued: 08/24/2022 Expires: 09/01/2023
Hammar, Cynthia	Yreka	Clear TC - Multiple Subject General Subjects (Exam) Issued: 09/01/2022 Expires: 09/01/2027
Hartwick, William	Yreka	Clear TC- Multiple Subjects General Subjects (Exam) Issued: 05/01/2018 Expires: 05/01/2023
Hartwick, William	Yreka	Clear SC- Administration Administrative Issued: 05/01/2018 Expires: 05/01/2023
Hepp,Janie	Orleans	Clear TC- Multiple Subjet Art, English, General Subjects Issued: 06/29/2000 Expires: 08/01/2025
Kaae-Munson, Maryann	Etna	Emergency Permit- 30 Day Substitute Substitute Issued: 08/21/2022 Expires: 09/01/2023
Krute, Stanley	Hornbrook	Clear TC - Single Subject Mathematics, Art Issued: 08/25/2022 Expires: 09/01/2027

*No expiration date indicates not applicable.

Laffoon-Dustan, Beth	Yreka	CLAD Crosscultural, Language and Academic Development Issued: 08/01/2021 Expires: 09/01/2022
Lowenthal, Justin	Foster City	Emeregency Permit - 30-day Substitute Substitute Issued: 08/23/2022 Expires: 09/01/2023
Macy, Nolan		Intern TC- Single Subject General Subjects Issued: 07/01/2022 Expires: 08/01/2027
Peck, Michael	Orleans	Clear TC- Multiple Subject General Subjects (Exam) English Issued: 09/01/2022 Expires: 09/01/2027
Schmidt, Barbara	Mt. Shasta	Emergency Permit - 30 Day Substitute Substitute Issued: 09/01/2022 Expires: 09/01/2023
Vaughn, Nicole	Montague	Clear Permit - 30 Day Substitute Substitute Issued: 08/24/2022 Expires: 09/01/2023

*No expiration date indicates not applicable.

RESOLUTION 22-23-03
REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS

Whereas, the governing board of Siskiyou County Office of Education, in order to comply with the requirements of Education Code Section 60119 held a public hearing on September 21, 2022, at 6 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

Whereas, the governing board provided at least 10 days notice of the public hearing posted in at least three public places with the district that stated the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional material were provided to all students, including English learners, in the Siskiyou County Office of Education, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include material in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Siskiyou County Office of Education have standards aligned textbooks or instructional materials from the same adoption cycle, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or the Common Core Standards adopted pursuant to Education Code 60605.8;

Whereas, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner in the following subjects:

- **Mathematics**
- **English/Language Arts**
- **Science**
- **History/Social Science**

School Special Day Class for Emotionally Disabled Youth
Standards-Based Instructional Materials Sufficiency Rationale

We have completed an inventory of instructional materials used at the Special Day Class for Emotionally Disabled Youth which indicates that the program has established content standards-based curriculum in all subject areas for grades K through 12. We have purchased textbooks that are state adopted or meet the content standards.

- Mathematics (see attached list of adopted textbooks and instructional materials)
- Science (see attached list of adopted textbooks and instructional materials)
- History/Social Science (see attached list of adopted textbooks and instructional materials)
- English/Language Arts, including the English language development component of an adopted program (see attached list of adopted textbooks and instructional materials)

Whereas, sufficient textbooks or instructional materials were provided to each pupil enrolled in health classes and;

Therefore, it is resolved that for the 2021/2022 school year, the Siskiyou County Office of Education has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

Passed and adopted, this 21st day of September, 2022.

AYES:
NOES:
ABSENT:
ABSTENTIONS:

_____
Kermith R. Walters, County Superintendent

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into between the Siskiyou County Office of Education ("SCOE"), the Siskiyou County Board of Education ("SCBE"), and Golden Eagle Charter School (the "School"). Hereinafter, the Siskiyou County Office of Education, Siskiyou County Board of Education, and the Golden Eagle Charter School shall be collectively referred to as "the parties."

PURPOSE OF MEMORANDUM OF UNDERSTANDING

The State of California enacted the Charter Schools Act of 1992 (hereinafter "The Act"), authorizing the creation of charter schools with the intent that the charter schools improve student learning through a variety of means, including increased learning opportunities, innovative teaching methods, expanded choice for parents, and performance-based accountability.

The Act authorizes the county board of education to grant charter petitions under specified circumstances. The Siskiyou County Board of Education has renewed authorization of the Golden Eagle Charter School charter for a five-year period beginning July 1, 2018, through June 30, 2023, pursuant to the Act, and by doing so, is the authorizing agency of the School. The Siskiyou County Board of Education assigned the SCOE as the administrative designee for administration and oversight.

The fundamental interest of the SCOE is, on a continuing basis, to be reasonably assured that the School is:

- Implementing the provisions of the charter petition as approved.
- Obeying all requirements of federal, state, and local law that apply to the School, including complying with all reports required of charter schools by law.
- Being operated prudently in all respects and in sound fiscal condition.
- Providing a sound education for all of its students.

The parties recognize that there are many matters related to the operation of the School, and to the effective oversight of the School, which go beyond the provisions included in the School's charter. SCOE also acknowledges that the day-to-day operation of the School is appropriately carried out by the faculty and staff of the School. This MOU is intended to address those matters that have not been covered in the charter and to provide guidance on the oversight policies and procedures of SCOE.

Further, this MOU is intended to outline the parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationships.

TERM OF MEMORANDUM OF UNDERSTANDING

This MOU, provided it is fully executed by all parties, shall cover the term of the charter: five (5) fiscal years plus the two year extension granted by Assembly Bill 130 [Approved by Governor on July 09, 2021] extends the terms of all charter schools whose terms expire on or between January 1, 2022, and June 30, 2025, inclusive, by two years, commencing on July 1, 2018, and ending on June 30, 2025. This MOU is subject to termination during the term or during any subsequent renewal of the charter as specified by law or as otherwise set forth in this MOU.

Any modification of this MOU must be in writing and executed by duly authorized representatives of both parties.

1. The duly authorized representatives of the School are the Governance Council president, the School Director, and/or designee.
2. The duly authorized representative of the SCOE is the County Superintendent of Schools and/or designee. The SCOE hereby designates the County Superintendent of Schools as the contact person for the School.

This MOU may be reviewed at least annually. Revisions to the MOU proposed by the School will be submitted by the School's authorized representatives any time before February 1 annually, or at such time as may be requested by the SCOE. In the case of mid-year changes in laws applicable to charter schools, the SCOE reserves the right to request mid-year modifications to this MOU. Such modifications, if agreed upon, will be included as addendums to the MOU or will be incorporated into it. Failure to reach agreement on changes in the MOU required by such mid-year changes in laws may result in termination of the MOU and, if the SCOE determines that the School is out of compliance with such changes in laws, could lead to revocation of the charter through the process specified in Education Code Section 47607(c) and its implementing regulations. The approved MOU (including any addendums) will continue unless modified and agreed to in writing. This MOU will automatically expire upon the expiration or revocation of the charter.

TERM OF CHARTER

The School is a public school that is operating pursuant to its charter. The charter was initially granted with conditions of opening and operation by the Siskiyou County Board of Education on January 16, 2008 and commenced opening July 1, 2008.

The School is known as Golden Eagle Charter School. The School serves grades Transitional Kindergarten through 12th and has an approximate enrollment of 500 students, in the 2017-2018 school year.

If any proposed provision of the MOU is not consistent with the charter, the School and the SCBE shall collectively agree to modifications of the MOU or of the charter to bring about alignment. If any necessary modifications to the charter are material, the proposed modifications will be submitted to the SCBE for approval.

Future renewal of the charter shall be based on compliance with the terms set forth in this MOU, the charter, applicable requirements of the Education Code ("EC"), and applicable state regulations. The SCBE shall review all materials submitted in accordance with SCBE policy and this MOU, including the continued fiscal viability of the School and its compliance with any annual audit issues. Review of the charter shall also be in accordance with state law, and as described under Section 4.3 of this MOU. The SCBE reserves the right to approve amendments to the charter and/or revoke the charter as specified in EC section 47607.

Governance and Organizational Management

The School is operated as a California Non-Profit Public Benefit Corporation. Pursuant to Education Code section 47604, subdivision (c), the School is a separate legal entity and neither the Siskiyou County Board of Education nor the SCOE are liable for the debts and obligations of the School or for claims arising from the performance of acts, errors, or omissions by the School,

provided SCBE and SCOE perform their statutorily mandated oversight responsibilities. The Siskiyou County Board of Education reserves the right to appoint a representative to the corporation's Governance Council, in accordance with EC section 47604(b). The School will use all apportionment revenue received from state and federal sources only for the educational services specified in the charter and this MOU for the benefit of the students enrolled and attending the School.

Material Revisions to Charter

Changes to the charter deemed to be material revisions may not be made without approval from SCBE. Amendments to the charter considered to be material revisons include, but are not limited to, the following:

- Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision.
- Adding a classroom-based program.
- Addition or deletion of grades or grade levels to be served.
- Changes to location of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Temporary locations rented for student-teacher meetings or student testing purposes shall be exempted from this provision.
- Admissions requirements and procedures.
- Governance structure, including but not limited to: changes in number of Governance Council members, method by which new Governance Council members are selected, and/or changes in majority/quorum or other provisions relating to resolution approval.

Supervisory Oversight

The SCOE and the School agree that supervisory oversight as used in Education Code sections 47613 and 47604.32 shall include activities related to monitoring the performance and compliance of the School with respect to the terms and conditions of its charter, this MOU and all applicable laws, including at least one visit by SCOE to the School annually. For such supervisory oversight, an amount will be paid by the School pursuant to Education Code section 47613, which will be 1% of the School's general purpose entitlement as defined in Education Code section 47632, subdivision (a). The School and SCOE agree that such amount represents the actual cost of SCOE's supervisory oversight. Payment to the SCOE shall be on an annual basis. SCOE invoices shall not be required to contain itemized documentation of staff time spent on School issues.

The School shall notify the County Superintendent of Schools of any significant changes in the operations or status of the School as soon as practical, but in no event later than thirty (30) days after the School has knowledge of the change or impending change. Significant changes include (but are not limited to):

(a) Any change in contact information, such as phone numbers, fax numbers, etc.;
(b) Any change in School officers and Governance Council members, including the senior employee responsible for School operations (i.e., the School Director); and
(c) Being named as a party in any litigation, including court and administrative proceedings.

The School shall, pursuant to Education Code section 47604.3, promptly provide the SCOE with

all requested information and records, including pupil records protected by the Family Educational Rights and Privacy Act ("FERPA"), or any other information not generally available to the public, to the extent allowable under applicable law. The School and SCOE agree that SCOE is an authorized educational agency for reviewing pupil records from the School.

Annual Audit

In accordance with EC section 47605(m), by December 15th of each year, the School will submit an annual independent financial audit to the State Controller's Office, the SCOE, the Siskiyou County Board of Education, and the California Department of Education. One factor for the School to receive a favorable recommendation for renewal is that, for any findings or exceptions identified in each annual audit, corrective action plans must have been implemented in a timely manner, such that there are no continuing prior year findings or deficiencies that are identified in the following year. The audit must be reviewed and approved by the School's Governance Council.

The audit will be conducted by an auditor from the list approved by the State Controller and be mutually agreeable to the SCOE and the School (such agreement shall not be unreasonable withheld).

In addition to the School's financial statements, the audit will include, as applicable, but not be limited to:

- Contemporaneous records of attendance
- Nonclassroom-based instruction/independent study

Evaluation of the Educational Program/General Operation

The School shall furnish to the SCOE written documentation that addresses evaluation of its educational program and general operation. This documentation shall include:

- GECS Governance Council Minutes and Meeting Documents including:
    - Monthly Spending Reports
    - Data regarding numbers of staff, their qualifications and verification of credentials.
    - LCAP and Annual update, as required by the state
    - Summary data from annual student/parent satisfaction survey
    - Policies established by the Governance Council
    - ADA (Average Daily Attendance) reports J18/19
    - SARC (School Accountability Report Card)
- Annual certification in accordance with the County's Board Policy BP 0420.4(j).

The Annual Certification shall be due to the SCOE by December 15th.
The School participates as a local educational agency ("LEA") in the Siskiyou County Special Education Local Plan Area ("SELPA"). Compliance with SELPA policies and practices shall be considered as a factor in renewing the charter.

Fiscal Oversight

1. The School shall be financially self-sufficient and shall operate at no cost to the Siskiyou County Board of Education or the SCOE. The School shall be responsible for all costs associated with the physical and instructional operation of the School.

2. The School, pursuant to Education Code section 47604.33, shall file the following reports with the SCOE:

   A. Annual Preliminary Budget – No later than July 1.

   B. Interim Reports – On or before December 15 for period ending October 31, and, on or before March 15 for period ending January 31.

   C. Unaudited Reports – On or before September 15 for full prior year, including an annual statement of all the School's receipts and expenditures for the preceding fiscal year.

3. The School will maintain all financial reports in the format to facilitate Standardized Account Code Structure ("SACS") software reporting. This will allow for ease of transferring data at year-end to the California Department of Education and uploading it to the SELPA Maintenance of Effort reporting process.

   A. As a practice of fiscal solvency, the School shall maintain an economic uncertainty reserve within its budget of $53,000 or 5% of its expenditures, whichever is greater.

4. The School, as a direct-funded charter school, shall receive State funding directly. Funding shall be passed to the Siskiyou County Superintendent of Schools for deposit in the School's account with the Siskiyou County Treasurer.

   A. The SCOE will transfer monthly apportionments from the Siskiyou County Treasurer to the School's account at Tri-Counties Bank by warrant. A general ledger detail of revenues received will be forwarded to the School for each warrant processed.

   B. As a courtesy, the SCOE will deposit warrants in the local branch of the Tri- Counties Bank to avoid delays in mailing.

   C. An agreed amount of funds will remain in the Siskiyou County Treasury to cover transfer costs to cover STRS and PERS reporting requirements provided by the SCOE.

   D. The School shall be responsible for its cash flow requirements and notify the SCOE on any month the School will be unable to meet its financial obligations due to the lack of cash. The SCOE shall establish guidelines with the Siskiyou County Board of Education for short-term borrowing in the event of any cash flow problems that may occur.

5. The SCOE will monitor the expenditure process within its oversight responsibility.

   A. The School will provide the SCOE copies of its check and warrant activity report on a monthly basis.
   B. Upon request, the School will provide the SCOE back-up documents for expenses that

could periodically be sampled by SCOE.

6. The School elects to maintain its own accounting system for its financial records and will not purchase business services from the SCOE. As such, the School shall provide financial reports (July Budget, unaudited actuals, audited financials, 1st Interim and 2nd Interim budgets) to its Governance Council and the Siskiyou County Board of Education as the School's authorizing LEA.

7. The School shall maintain its own federal identification number for payroll tax, W-2 and 1099 reporting. The SCOE shall not be responsible for any of these requirements.

8. The School is responsible for and will pay for property, liability, unemployment and workers' compensation insurance and will provide the SCOE with evidence of such coverage on at least an annual basis and also upon any change to such policies. The limits of the School's policies are set forth in an appendix to the charter, and any changes in those limits must be reported to the SCOE within ten (10) days of such change. The School shall name the SCOE as an additional insured entity on its liability policy. Such policy shall also provide that SCOE shall receive thirty (30) days' prior notice of any cancellation or reduction in such coverage.

9. The School shall maintain legal counsel separate from the Siskiyou County Board of Education and the SCOE, and shall pay for such legal expenses.

10. Attendance for the School shall be consistent with the requirements of the Education Code, and the School shall file the P1, P2, and Annual Attendance reports within the due dates established by the California Department of Education.

11. The School will maintain an adopted comprehensive conflict of interest policy, which warrants that the policy and the School's practices comply with applicable conflict of interest laws. The School shall be subject to the Public Records Act.

12. The School shall be recognized as a separate LEA for all SELPA activities. The Siskiyou County Board of Education and the SCOE shall not be responsible for the School's special education encroachment or other special education costs.

13. The School shall provide the SCOE with any proposed loan repayment plan and must notify the Siskiyou County Board of Education of any loans.

Indemnification Clause

The School shall defend, hold harmless, and indemnify the SCOE, the Siskiyou County Board of Education, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its services hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the School, its employees, agents, subcontractors, independent contractors, consultants or other representatives, with the exception of any liabilities, claims, demands, costs, losses, damages, or expenses caused solely by the action or inaction of the SCOE and/or the SCBE.

Miscellaneous

Each of the parties acknowledges and agrees that this MOU is to be construed as a whole according to its fair meaning and not in favor of nor against any of the parties as drafter or otherwise.

Any action or proceeding by any party to enforce the terms of this MOU shall be brought solely in the Superior Court of the State of California for the County of Siskiyou.

This MOU shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

If any provision or any part of this MOU is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

In the event of a conflict between the law and the terms of this MOU, the law shall prevail, and any such conflicting terms shall be severed from this MOU and nullified. In the event of a conflict between the charter petition and this MOU, the terms of this MOU shall prevail and shall be deemed an amendment to the charter petition, replacing any conflicting terms therein.

In witness whereof, the School, SCBE, and SCOE have entered into this Agreement as of September 21, 2022.

John Bennett, Board President Siskiyou County Board of Education	Date Signed
Kermith R. Walters, County Superintendent Siskiyou County Office of Education	Date Signed
Allan Carver, Incoming County Superintendent Siskiyou County Office of Education	Date Signed
Shelly Blakely Shelly Blakely, Director Golden Eagle Charter School	9/8/2022 Date Signed
Susan Beals Susan Beals, President Golden Eagle Charter School Governance Council	9/8/2022 Date Signed

Golden Eagle Charter School Charter 2018-2023 (2018-2025, with 2-year extension granted by AB130)
Amendment: Update GECS resource center locations
Dated: September 21, 2022

The current approved GECS 2018-2023 Charter Amendment 4/8/2018 reads:

GECS shall operate the following resource center facilities:

Main Office and South County Resource Library: 2405 South Mt. Shasta Blvd., Mt. Shasta, CA
Middle School/High School Program: 2226 South Mt. Shasta Blvd., Mt. Shasta, CA
K-5 Program: 2411 S. Mt. Shasta Blvd., Mt. Shasta, CA
Mt. Shasta GECS Small Office: 911 A. Ream., Mt. Shasta, CA
Mt. Shasta GECS Annex: 101 E. Ivy St., Mt. Shasta, CA

Note: The facilities listed above will be combined into one center that GECS plans to build in Mt. Shasta. The current location for the planned center is in Mt. Shasta on Pine Street, directly across the street from Mercy Medical Center. Currently it doesn't have a recognized address. The parcel numbers of the property are:
057-064-030, 057-064-070, 057-071-010, 057-071-040, 057-051-010, 057-051-020, 057-044-020, 057-044-040, 057-031-030 & 057-031-060. The address for this center will be given to SCOE prior to relocating.

Yreka Center/K-12 Program; North County Resource Library: 1515 South Oregon Street, Suite A, Yreka, CA
Yreka Homeschool Center and Resource Library: 501 S. Main Street, Yreka, CA

This following amendment is to update the addresses of two locations that have moved, or will move:

- The Mt. Shasta GECS Small Office: 911 A. Ream, Mt. Shasta, CA has moved to 2409 S. Mt. Shasta Blvd., Mt. Shasta CA and is the physical location for the main office of the school.

- The Yreka Center/TK-12 Program; North County Resource Library: 1515 South Oregon Street, Suite A, Yreka, CA will be moving in the fall of 2022 to 520 S. Main St., Yreka, CA.

And, to delete one location that GECS no longer occupies:

- Mt. Shasta GECS Annex: 101 E. Ivy St., Mt. Shasta, CA

Therefore, GECS shall operate the following resource center facilities:

- South County Resource Library: 2405 South Mt. Shasta Blvd., Mt. Shasta, CA
- Main Office: 2409 South Mt. Shasta Blvd., Mt. Shasta, CA
- Middle School/High School Program: 2226 South Mt. Shasta Blvd., Mt. Shasta, CA
- TK-4 Program: 2411 S. Mt. Shasta Blvd., Mt. Shasta, CA

Note: The facilities listed above will be combined into one center that GECS plans to build in Mt. Shasta. The current location for the planned center is in Mt. Shasta on Pine Street, directly across the street from Mercy Medical Center. Currently it doesn't have a recognized address. The parcel numbers of the property are:
057-064-030, 057-064-070, 057-071-010, 057-071-040, 057-051-010, 057-051-020, 057-044-020, 057-044-040, 057-031-030 & 057-031-060. The address for this center will be given to SCOE prior to relocating.

- Yreka Learning Center: 520 S. Main Street, Yreka, CA
- Yreka Golden Eagle Materials & Support (GEMS): 501 S. Main Street, Yreka, CA