

**Siskiyou County Board of Education
Regular Meeting, Wednesday, March 16, 2022 –2:00 p.m.
Siskiyou County Office of Education**

Consistent with AB 361 and Government Code Section 54953, and subsequent board action, this meeting will be offered remotely. Members of the public may access the meeting using the following information:

To join this meeting by Zoom, click on the link below:

<https://us02web.zoom.us/j/88357818472?pwd=WjRtWUM2S21BakY3d3NUd2OzZUkrUT09>

To join this meeting by telephone:

1-669- 900-9128

Meeting ID: 883 5781 8472

Password: 817859

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

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.

A G E N D A

- | | |
|--|----------------|
| 1.0 Call to Order | Bennett |
| 2.0 Flag Salute | Bennett |
| 3.0 Public Comment
<i>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.</i> | Bennett |
| 4.0 Regular Agenda | |
| 4.01 Findings Regarding Teleconferencing
Pursuant to Board Resolution 21-22-03 (adopted October 11, 2021), 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. | Action |
| 4.02 CLOSED SESSION
Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9 | |
| 4.03 Report of Action Taken in Closed Session | Action |

4.04 Approval of Minutes Approval of February 16, 2022, meeting minutes.	Action
4.05 Line of Credit Request for Line of Credit Application – Weed Union Elementary School District.	Action
4.06 Credential Registration Credentials granted by the Commission on Teacher Credentialing will be submitted for registration.	Action
5.0 Board Comments	Discussion/Information
6.0 Superintendent's Report	Walters/Information
7.0 Items for Next Agenda	Bennett
8.0 Adjournment	Bennett

Posted: 3/11/2022

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 / County Board of Education Meeting Packets \(siskiyoucoe.net\)](http://www.siskiyoucoe.net/CountyBoardofEducationMeetingPackets) <http://www.siskiyoucoe.net/Page/670> Copies of the agenda and backup materials, may be reviewed at the Siskiyou County Office of Education during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Use the following email address to request a copy by email: siskiyouche@siskiyoucoe.net

**Siskiyou County Board of Education
Regular Meeting, Wednesday, February 16, 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 2:00 p.m.

Order of Agenda Items

Mr. Bennett called for a motion to move Agenda Items 4.03 Closed Session and 4.04 Report of Action Taken in Closed Session to follow Agenda Item 4.01 Findings Regarding Teleconferencing. Mrs. Duchi moved to approved the reordering of agenda items. Dr. Enos seconded. All in favor. Motion carried.

Public Comment

There was no public comment.

Findings Regarding Teleconferencing

In response to the COVID-19 Pandemic, Governor Newsom signed AB 361 into law, permitting public agencies to continue conducting meetings remotely in specific circumstances. On October 11, 2021, the Siskiyou County Board of Education adopted Resolution 21-22-03 Authorizing Use of Remote Teleconferencing Provisions Pursuant to AB 361 and Government Code § 54953. Mrs. Duchi moved 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. Mr. Foreman seconded. All in favor. Motion carried.

Closed Session – 2:05 p.m. – 2:41 p.m.

Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9

Report of Action Taken in Closed Session

Mr. Bennett announced that no action was taken in Closed Session.

County Board Appointment – Area 6

After discussion, Mrs. O’Gorman moved to appoint Mrs. Michelle Harris as Area 6 Board Trustee, representing Scott Valley Unified School District and Forks of Salmon Elementary. Mrs. Duchi seconded. All in favor. Motion carried. Mr. Walters administered the Oath of Office to Mrs. Harris.

Approval of Minutes

Mrs. Crawford moved to approve the minutes of the January 19, 2022, meeting. Mr. Foreman seconded. All in favor. Motion carried.

Delegate Assembly Election

Mrs. Crawford moved that the Siskiyou County Board of Education vote for Mrs. Brenda Duchi as the Region 2 CSBA County Delegate. Mr. Foreman seconded. All in favor. Motion carried.

Credential Registration

Mrs. O’Gorman moved to approve the Credentials presented for registration. Mrs. Duchi seconded. All in favor. Motion carried.

SCOE First Interim Report

After discussion, Mrs. Duchi moved to approved the SCOE First Interim Report as presented. Dr. Enos seconded. All in favor. Motion carried.

LCAP Supplemental Report

Mr. Allan Carver presented the Supplement to the Annual Update/Mid-Year Report for the 2021-22 Local Control and Accountability Plan as an information item.

Board Comments

- Mrs. Crawford shared that CSBA is providing legal services for California school districts and county offices of education for a low, annual subscription rate.
- Dr. Enos and board members welcomed Mrs. Harris to the county board.

Superintendent’s Report

- Mr. Walters shared concerns regarding the Forks of Salmon Elementary School District’s current enrollment. He has requested guidance from CDE. Based on the guidance, a County Committee on School District Organization could be scheduled for March.
- Governor Newsom will hold a press conference on March 28 regarding mask mandates for schools.
- SCOE is working with CSBA on a Policy Development Review (PDR) to update all current SCOE policies and bylaws. Mr. Len Foreman volunteered to be part of the SCOE group working to update the policies.

Items for the Next Agenda

No items were suggested for the next agenda.

Adjournment

The meeting was adjourned at approximately 3:56 p.m. The next county board meeting will be held at 2:00 p.m. on March 16, 2022.

Kermith R. Walters, County Superintendent

_____ Initials _____ Date Approved

LINE OF CREDIT LOAN AGREEMENT

This Loan Agreement ("Agreement") is entered into as of the date set forth below ("Effective Date") between the Siskiyou County Office of Education ("SCOE") and the Weed Union Elementary School District ("Borrower") with respect to a cash loan from SCOE to Borrower. In consideration of the Loan, SCOE and Borrower agree to the following terms and conditions.

1. THE LOAN

1.1 The Note. The Loan is evidenced by a promissory note, including each amendment, extension, renewal or replacement thereof, which are incorporated herein by this reference, collectively referred to as the ("Note").

1.2 Collateral. N/A

2. PROCEDURES FOR AND CONDITIONS TO AVAILABILITY OF THE LOAN

2.1 Before SCOE is obligated to Advance all or any portion of the Loan, SCOE must have received the Note in form and substance satisfactory to SCOE together with this Agreement fully executed by Borrower hereinafter referred to as the ("Loan Documents").

2.2 SCOE will Advance funds, up to the Note amount, to Borrower's operating accounts sufficient to maintain Borrower's cash flow and solvency. Proceeds shall only be used for a) payroll related expenses and b) student and staff health and safety expenses as defined by the sole discretion of the county superintendent. Proceeds shall not be used for construction expenditures.

2.3 SCOE shall appoint a fiscal advisor with stay and rescind authority as otherwise described in Education Code Section 42127.6. District shall accept such appointment and fully cooperate with such fiscal advisor. The district shall pay 75 percent and the county office of education shall pay 25 percent of the costs of such fiscal advisor.

2.4 SCOE may intercept any and all funds and/or transfer such funds from the Borrower's accounts to satisfy the repayment obligations outlined in this loan agreement.

2.5 Should the Borrower declare fiscal insolvency and require an emergency appropriation from the State of California, the first draw against the emergency appropriation will be to repay the loan to SCOE in full.

2.6 The Borrower waives any appeal rights related to Education Code Section 42127.6.

2.7 The previously disclosed and approved salary adjustment for the district's confidential and management employees shall be rescinded.

2.8 Withhold compensation of the members of the governing board of the district. Such forfeiture shall not be subject to repayment at a later date.

TERM

Unless otherwise accelerated pursuant to this Agreement, the principal, any unpaid accrued interest and other charges and fees, shall be all due and payable on or before June 30, 2023 (the "Maturity Date"). Notwithstanding the foregoing, the entire unpaid principal sum of the Promissory Note, together with accrued and unpaid interest thereon, shall become immediately due and payable upon an event of default as set forth in this Agreement.

3. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants and each Advance of the proceeds of the Loan shall be deemed a representation and warranty made on the date of such request that:

3.1 The execution, delivery and performance of the Loan Documents executed by Borrower are within Borrower's power, have been duly authorized, are legal, valid and binding obligations of Borrower, and are not in conflict with the terms of any statute, regulation, charter, policy, administrative regulation, or other organizational rule of Borrower or with any indenture, agreement or undertaking to which Borrower is a party or by which Borrower is bound or affected;

3.2 All financial statements and other financial information submitted by Borrower to SCOE are true and correct in all material respects, and there has been no material adverse change in Borrower's financial condition since the date of the latest of such financial statements;

3.3 Borrower has complied with all laws and regulations affecting Borrower;

3.4 There is no event which is, or with notice or lapse of time or both would be, an Event of Default (as defined in Article 6);

3.5 Borrower is not aware of any fact, occurrence or circumstance, which Borrower has not disclosed to SCOE in writing which, has or could reasonably be expected to have, a material adverse effect on Borrower's ability to repay the Loan or perform its obligations under the Loan Documents.

4. COVENANTS

Borrower agrees, so long as the Loan or any commitment to make any Advance under the Loan is outstanding and until full and final payment of all sums outstanding under any Loan Document, that Borrower will:

4.1 Give written notice to SCOE within 15 days of the following:

- (a) Any litigation or arbitration proceeding affecting Borrower where the amount in controversy is \$10,000 or more.
- (b) Any material dispute which may exist between Borrower and any government regulatory body.
- (c) Any Event of Default or any event which, upon notice, or lapse of time, or both, would become an Event of Default.
- (d) Any other matter which has resulted or is likely to result in a material adverse change in Borrower's financial condition or operation.

4.2 Furnish to SCOE an income statement, balance sheet, and statement of retained earnings, with supportive schedules ("Financial Statement"), and any other financial information requested by SCOE, prepared in accordance with generally accepted accounting principles and in a form satisfactory to SCOE as follows:

- (a) Within 180 days after the close of each fiscal year, a copy of Borrower's annual Financial Statement prepared by an independent certified public accountant on an audited basis.

- (b) Promptly upon request, any other financial information requested by SCOE.

4.3 Maintain and preserve Borrower's existence, present form of organization and all rights, privileges and franchises necessary or desirable in the normal course of its business, and keep all of Borrower's properties in good working order and condition.

4.4 Maintain and keep in force insurance and in such amounts and types, including without limitation fire and public liability insurance, as is usual in the business carried on by Borrower. Such insurance policies must be in form and substance satisfactory to **SCOE**.

4.5 Maintain adequate books, accounts and records and prepare all financial statements required hereunder in accordance with generally accepted accounting principles, and in compliance with the regulations of any governmental regulatory body having jurisdiction over Borrower or Borrower's business and permit employees or agents of SCOE at any reasonable time to inspect Borrower's assets and properties, and to examine or audit Borrower's books, accounts and records and make copies and memoranda thereof.

4.6 At all times comply with, or cause to be complied with, all laws, statutes, rules, regulations, orders and directions of any governmental authority having jurisdiction over Borrower or Borrower's business, and all material agreements to which Borrower is a party.

4.7 Except as provided in this Agreement, or in the ordinary course of its business as currently conducted, not make any loans or advances, become a guarantor or surety, pledge its credit or properties in any manner, or extend credit.

4.8 Not create, assume or suffer to exist any mortgage, encumbrance, security interest, pledge or lien ("Lien") on Borrower's real or personal property, whether now owned or hereafter acquired, or upon the income or profits thereof except the following:

(a) Liens in favor of SCOE, (b) Liens for taxes or other items not delinquent or contested in good faith.

4.9 Not borrow any money or become contingently liable for money borrowed, except pursuant to agreements made with SCOE.

4.10 Neither liquidate, dissolve, convey, sell or lease all or the greater part of its assets.

4.11 Borrower will promptly, upon demand by SCOE, take such further action and execute all such additional documents and instruments in connection with this Agreement as SCOE in its reasonable discretion deems necessary, and promptly supply SCOE with such other information concerning its affairs as SCOE may request from time to time.

5. EVENTS OF DEFAULT

The occurrence of any of the following events ("Events of Default") shall terminate any obligation on the part of SCOE to make or continue the Loan and automatically, unless otherwise provided under the Loan Documents, shall make all sums of interest and principal and any other amounts owing under the Loan immediately due and payable, without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or any other notices or demands:

5.1 Borrower shall default in the due and punctual payment of the principal of or the interest on the Note or any of the Loan Documents;

5.2 Any default shall occur under the Note;

5.3 Borrower shall default in the due performance or observance of any covenant or condition of the Loan Documents; or

5.4 Any guaranty or subordination agreement required hereunder is breached or becomes ineffective, or any guarantor or subordinating creditor dies or disavows or attempts to revoke or terminate such guaranty or subordination agreement.

6. MISCELLANEOUS

6.1 The rights, powers and remedies given to SCOE hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to SCOE by law against Borrower or any other person, including but not limited to SCOE' rights of setoff.

6.2 Borrower shall defend, indemnify and hold SCOE and its directors, officers, employees, and agents, including the fiscal advisor appointed under Section 2.3 herein, harmless from any and all claims, losses, liabilities, and causes of action, including petitions for injunctive or mandamus relief, and any similar legal actions, relating to or arising from this Agreement, including but not limited to any failure or breach by Borrower of the representations, warranties, covenants, or any events of default hereunder, and any such claims, losses, liabilities, and causes of action asserted by third parties against SCOE. SCOE shall retain the right to designate the counsel defending it against such claims, losses, liabilities, and causes of action, and Borrower agrees to cooperate in any such defense.

6.3 Any forbearance or failure or delay by SCOE in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by a senior management official of SCOE.

6.4 The benefits of this Agreement shall inure to the successors and assigns of SCOE and the permitted successors and assignees of Borrower, and any assignment by Borrower without SCOE' consent shall be null and void.

6.5 This Agreement and all other agreements and instruments required by SCOE in connection herewith shall be governed by and construed according to the laws of the State of California.

6.6 Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective. In the event of conflict between the provisions of this Agreement and the provisions of any note or reimbursement agreement evidencing any indebtedness hereunder, the provisions of such note or reimbursement agreement shall prevail.

6.7 Except for documents and instruments specifically referenced herein, this Agreement constitutes the entire agreement between SCOE and Borrower regarding the Loan and all prior communications, verbal or written, between Borrower and SCOE shall be of no further effect or evidentiary value.

6.8 The section and subsection headings herein are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

6.9 This Agreement may be amended only in writing signed by the parties hereto.

6.10 Borrower and SCOE may execute one or more counterparts to this Agreement, each of which shall be deemed an original, but taken together, shall be one and the same instrument.

6.11 Any notices or other communications provided for or allowed hereunder shall be effective only when given by one of the following methods and addressed to the respective party at its address given with the signatures at the end of this Agreement and shall be considered to have been validly given: (a) upon delivery, if delivered personally; (b) upon receipt, if mailed, first-class postage prepaid, with the United States Postal Service; (c) on the next business day if sent by overnight courier service of recognized standing; and (d) upon telephoned confirmation of receipt, if telecopied.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of

SISKIYOU COUNTY OFFICE OF EDUCATION

Address where notices to SCOE are to be sent:

**Siskiyou County Office of Education
609 S. Gold Street
Yreka CA 96097**

WEED UNION ELEMENTARY SCHOOL DISTRICT

Address where notices to Borrower are to be sent:

**Weed Union Elementary School District
575 White Avenue
Weed CA 96094**

Siskiyou County Board of Education

CREREDENTIALS FOR REGISTRATION MARCH 2022

Adams, Chastity	Etna	Provisional Permit TC- Multiple Subject General Subjects Issued: 10/01/2021 Expires: 11/01/2022
Arkie "Sandoval", Andrea	Weed	Short Term Staff Permit TC- Multiple Subject General Subjects Issued: 08/25/2021 Expires: 07/01/2022
Armstrong, Valisha	Happy Camp	Intern TC- Multiple Subject General Subjects Issued: 09/01/2021 Expires: 09/01/2023
Black, Kayla	Weed	Provisional Permit TC- Multiple Subject General Subjects Issued: 09/10/2021 Expires: 10/01/2022
Brandts, Linda	Hornbrook	Clear TC - Multiple Subjects General Subjects Issued: 02/01/2022 Expires: 02/01/2027
Brandts, Linda	Hornbrok	Clear SC - Administration Administration Issued: 02/01/2022 Expires: 02/01/2027
Callaghan, Christopher	Dunsmuir	Clear TC- Single Subject English Issued: 01/01/2022 Expires: 04/01/2027
Carson, Maridee	Yreka	Emergency Permit- 30 Day Substitute Substitute Issued: 05/01/2022 Expires: 05/01/2023
Chester, Katerina	Fort Jones	Preliminary TC- Single Subject Foundational Level Mathematics (Exam) Issued: 08/01/2021 Expires: 09/01/2023
Cobo, Robert	Montague	Clear TC - Single Subject Science: Biological Sciences (Exam), Physical Education Issued: 11/01/2021 Expires: 11/01/2026
Corcoran, James	Weed	Clear TC- Single Subject English (Exam), Mathematics (Exam), Social Science (Exam) Issued: 02/10/2022 Expires: 03/01/2027
Dagata, Gayla	Yreka	Preliminary TC- Multiple Subject General Subjects Issued: 08/25/2021 Expires: 09/01/2026

Duffy, Melissa	Grants Pass	Preliminary TC- Single Subject English, Social Science Issued: 10/07/2021 Expires: 11/01/2026
Eastlick, Rachel	Etna	Preliminary TC- Single Subject Foundational Level Mathematics (Exam) Issued: 02/01/2022 Expires: 07/01/2024
Frisbie, Tamera	Mt. Shasta	Clear TC - Single Subject Physical Education Issued: 02/01/2022 Expires: 02/01/2027
Gomes, Jennifer	Callahan	Clear TC - Single Subject English Social Science (Exam) Issued: 04/01/2022 Expires: 04/01/2027
Hamblin, Whitney	Montague	Waiver TC- Multiple Subject General Subjects Issued: 10/18/2021 Expires: 06/10/2022
Hoffmeister, Kevin	Mt. Shasta	Clear TC - Single Subject English Issued: 04/01/2022 Expires: 04/01/2027
Hurley, Aimese	Macdoel	Clear TC- Multiple Subject General Subjects (Exam) Issued: 02/01/2022 Expires: 02/01/2027
Jones, Jenny	Yreka	Clear TC- Multiple Subject General Subjects (Exam) Issued: 02/01/2022 Expires: 02/01/2027
Karpinski, Lynn	Etna	Clear TC- Career Technical Education Arts, Media, and Entertainment Manufacturing and Product Development Issued: 01/21/2022 Expires: 02/01/2027
Leyva, Adrianna	Yreka	Preliminary TC- Multiple Subject General Subjects Issued: 11/08/2021 Expires: 12/01/2026
Martin, Linda	Montague	Emergency Permit- 30 Day Substitute Substitute Issued: 02/01/2022 Expires: 02/01/2023
Mason, Brooke	Greenview	Short Term Staff Permit- Multiple Subject General Subjects Issued: 08/01/2021 Expires: 07/01/2022
Orlowski, Katherine	Callahan	Emergency Permit- 30 Day Substitute Substitute Issued: 01/26/2022 Expires: 02/01/2023

Owensbey, Jaclyn	Seiad Valley	Emergency Permit- 30 Day Substitute Substitute Issued: 12/2/2021 Expires: 01/01/2023
Picart, Ricardo	Happy Camp	Emergency Permit - 30 Day Substitute Substitute Issued: 08/20/2021 Expires: 09/01/2022
Plucker, Garrett	Yreka	Short Term Staff TC- Single Subject Mathematics Issued: 08/25/2021 Expires: 07/01/2022
Pyles, Steven	Weed	Clear TC - Single Subject Social Science (Exam) Earth Science Issued: 02/01/2022 Expires: 02/01/2027
Quinn, Jeanette	Somes Bar	Clear TC - Single Subject Biological Sciences Introductory English Issued: 04/01/2022 Expires: 04/01/2027
Robles, Alaina	Yreka	Emergency Permit- Prospective Substitute Prospective Substitute Issued: 12/02/2021 Expires: 01/01/2023
Rubin, Ada	Montague	Emergency Permit- 30 Day Substitute Substitute Issued: 02/01/2022 Expires: 02/01/2023
Schmidt, David	Mt. Shasta	Clear TC - Single Subject English Issued: 02/01/2022 Expires: 02/01/2027
Scott, Vicki	Yreka	Emergency Permit- 30 Day Substitute Substitute Issued: 12/30/2021 Expires: 01/01/2023
Singleton, Cynthia	Yreka	Clear Librarian Services Librarian Services Issued: 08/23/2022 Expires: 02/01/2027
Singleton, Cynthia	Yreka	Clear TC - Multiple Subjects General Subjects (Exam) Issued: 02/01/2022 Expires: 02/01/2027
Singleton, Laura	Montague	Clear TC - Single Subject Social Science Issued: 05/01/2022 Expires: 05/01/2027
Solus, Nathan	Mt. Shasta	Clear SC- Administration Administration Issued: 04/01/2022 Expires: 04/01/2027

Solus, Nathan	Mt. Shasta	Level II TC- Education Specialist Mild/Moderate Issued: 04/01/2022 Expires: 04/01/2027
Thompson, Joshua	Weed	Clear TC - Single Subject Science: Physics (Exam), Chemistry - Specialized, Geoscience (Exam) Issued: 04/01/2022 Expires: 04/01/2027
Wooldridge, Rose	Mt. Shasta	Clear Permit- CLAD Crosscultural, Language and Academic Development Issued: 11/08/2021 Expires:
Yates, Jennifer	Montague	Emergency Permit - 30-Day Substitute Substitute Issued: 02/01/2022 Expires: 02/01/2023