

Maple Creek Elementary School District Board of Trustees

May 14, 2026 - 9:30 AM

15933 Maple Creek Road - Korb, CA 95550

Regular Board Meeting Agenda

1. CALL TO ORDER

2. ADJUSTMENT OF THE AGENDA

3. PUBLIC COMMENTS

Members of the public may address the board on non-agenda items at this time.

4. CONSENT AGENDA:

The Board is asked to receive/approve these routine items.

4.1. April 27, 2026 Regular Board Meeting Minutes

4.2. Payroll April 2026

4.3. Warrants April 2026

5. INFORMATION ITEMS:

The Board is asked to receive/discuss these items

5.1. Superintendent's Report

5.2. Staff Report

6. DISCUSSION/ACTION ITEMS:

The Board is asked to receive/discuss; however, they may take action at their discretion.

6.1. Adoption of 2026-2027 School Calendar

6.2. Adoption of Resolution 2425-03 Resolution and Decision Not to Reemploy .15 FTE
Certificated Employees for the 2025-2026 School Year

6.3. Certificated Salary Schedule

6.4. Classified Salary Schedule

6.5. Superintendent Contract for 2026-2027 School Year

7. BOARD MEMBER ANNOUNCEMENTS/COMMENTS/REPORTS

8. ADJOURNMENT

Notice: Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, which is distributed to all or a majority of the members of the governing board by any persons in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at the District Office, 15933 Maple Creek Rd. Korb, CA in compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Superintendent of the Maple Creek School District at (707)668-5596. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to assure accessibility to this meeting.

MAPLE CREEK ELEMENTARY SCHOOL

May 14, 2026

BOARD OF TRUSTEES MEETING

4.0 CONSENT AGENDA

The Board is asked to receive/approve these routine items.

4.1 April 27, 2026 Regularly Schedule Board Meeting Minutes

4.2 Payroll April 2026

4.3 Warrants April 2026

Maple Creek Elementary School District Board of Trustees

April 27, 2026 - 9:30 AM

15933 Maple Creek Road - Korb, CA 95550

Regular Board Meeting Agenda

1. CALL TO ORDER

9:35am

Present: Dena McCullough, Anthony Lowe, Chris Edgar

Staff: Beth Wylie

2. ADJUSTMENT OF THE AGENDA

None

3. PUBLIC COMMENTS

Members of the public may address the board on non-agenda items at this time.

None

4. ACTION ITEMS

4.1. Administration of Oath of Office of provisionally appointed Board Trustee, Dena McCullough

The Oath of Office was successfully administered to Trustee Dena McCullough

4.2. Acceptance of Letter of Resignation from Board Trustee Rama Zarcufsky

Motion to accept letter of resignation, Dena McCullough, seconded by Anthony Lowe, all in favor, motion passed.

4.3. Interview of potential Board Trustee, Chris Edgar

The interview was successfully held

4.4. Provisional appointment of Board Trustee Christopher Edgar

Motion to provisionally appoint Christopher Edgar to the Board of Trustees, Anthony Lowe, seconded by Dena McCullough, all in favor, motion passed.

4.5. Administration of Oath of Office of provisionally appointed Board Trustee, Chris Edgar

The oath was administered

The Oath of Office was successfully administered to Trustee Christopher Edgar

5. CONSENT AGENDA:

The Board is asked to receive/approve these routine items.

5.1. March 12, 2026 Regular Board Meeting Minutes

5.2. Payroll March 2026

5.3. Warrants March 2026

5.4. Williams First Quarter Report 2026

Motion to approve the consent agenda, Anthony Lowe, seconded by Dena McCullough, all in favor, motion passed.

6. INFORMATION ITEMS:

The Board is asked to receive/discuss these items

6.1. Superintendent's Report

Beth reported that it is the time of year where the bulk of the attention is on finishing this year strong while planning for next year. The following items were highlighted:

- **Salary schedules have not been updated since the spring of 2023. Comparisons have been done with other local schools that are similar in size and a new draft will come to the board for consideration in May. The staff are happy with the updates as they are in alignment with what is being offered at other schools.**
- **The Department of the State Architecture received a grant to support small schools in creating a deferred maintenance plan after completing a facilities audit.**
- **Preparing for summer camp activities for students**

6.2. Staff Report

None

7. DISCUSSION/ACTION ITEMS:

The Board is asked to receive/discuss; however, they may take action at their discretion.

7.1. Consideration of 2026-2027 School Calendar

There was some discussion regarding the drafts and some errors were found. Will bring updated drafts to the May meeting for approval.

8. BOARD MEMBER ANNOUNCEMENTS/COMMENTS/REPORTS

None reported

9. ADJOURNMENT

Motion to adjourn 10:08am

Notice: Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, which is distributed to all or a majority of the members of the governing board by any persons in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at the District Office, 15933 Maple Creek Rd. Korbel, CA in compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Superintendent of the Maple Creek School District at (707)668-5596. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to assure accessibility to this meeting.

Pay Date 04/30/2026

Fiscal Year 2025/26

EARNINGS by Earnings Code	Income	Adjustments
Regular	21,371.49	
TOTAL	21,371.49	

TAXES	Employee	Employer	Total	Subject Grosses
Federal Withholding	1,194.33		1,194.33	20,108.81
State Withholding	680.90		680.90	20,108.81
Social Security	679.57	679.57	1,359.14	10,960.80
Medicare	309.89	309.89	619.78	21,371.49
SUI		10.68	10.68	21,371.49
Workers' Comp		501.30	501.30	21,371.49
SUBTOTAL	2,864.69	1,501.44	4,366.13	

EARNINGS by Group	Income	Adjustments
Base Pay	20,990.03	
Stipends	191.67	
Vacation Pay	189.79	
TOTAL	21,371.49	

REDUCTIONS	Employee	Employer	Total	Subject Grosses
PERS	408.33	1,563.92	1,972.25	5,833.34
PERS / 62	394.87	1,323.29	1,718.16	4,935.79
STRS / 60	459.48	856.19	1,315.67	4,482.69
Health & Welfare		1,784.40	1,784.40	
SUBTOTAL	1,262.68	5,527.80	6,790.48	

EARNINGS	Person Type	Female Employees
Certificated	3	16,410.70
Classified	2	4,960.79
TOTAL	5	21,371.49

DEDUCTIONS	Employee	Employer	Total	Subject Grosses
Summer Savings	784.54		784.54	4,707.25
SUBTOTAL	784.54	.00	784.54	
TOTALS	4,911.91	7,029.24	11,941.15	

Vendor Summary for Pay Date 04/30/2026

Cancel/Reissue for Process Date 04/30/2026

Vendor Checks
Vendor Liabilities

Reissued
Cancel Checks
Void ACH

BALANCING DATA

NET

Gross Earnings	21,371.49	16,459.58	Net Pay
District Liability	7,029.24	4,911.91	Deductions
		7,029.24	Contributions
TOTAL	28,400.73	28,400.73	

Direct Deposits	16,459.58	5
Checks		
Partial Net ACH		
Negative Net		
Check Holds		
Zero Net		
TOTAL	16,459.58	5

Checks Dated 04/01/2026 through 04/30/2026

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000309605	04/06/2026	JASON POILOV	01-5800	Jiujitsu/Agility Lessons		300.00
3000309606	04/06/2026	Tinyeye Technologies Corp	01-5800	Speech and Language Services		1,089.60
3000310083	04/09/2026	Capoeira Azania	01-5800	ELOP Capoeira lessons		1,095.00
3000310084	04/09/2026	EMPLOYMENT DEVELOPMENT DEPT	01-9540	State Unemployment Taxes due quarterly		32.06
3000310085	04/09/2026	HealthSPORT	01-5800	HealthSPORT Swim ELOP		165.00
3000310086	04/09/2026	NORTH COAST SIG C/O KEENAN & ASSOC SETECH DEPT	01-5450	Property & Liab Premiums		1,462.75
3000310087	04/09/2026	PACIFIC PAPER CO	01-4351	OPEN PO for Office Supplies 25-26		97.85
3000310088	04/09/2026	Tinyeye Technologies Corp	01-5800	Speech and Language Services		2,205.60
3000310475	04/13/2026	Revolving Cash Fund	01-4310	OPEN PO for ELOP Snack 25-26	266.58	
			01-4351	OPEN PO for Office Supplies 25-26	18.13	
			01-4396	Estimate for Supplies for Food Program 25/26	4.99	
			01-4710	Estimate for Supplies for Food Program 25/26	686.81	
			01-5560	Refuse Disposal	16.75	
			01-5800	Van Maintenance	69.48	1,062.74
3000310476	04/13/2026	Revolving Cash Fund	01-5801	Open PO for Field Trips 25-26		41.94
3000312272	04/30/2026	Amazon Capital Services	01-4310	ELOP Instructional Supplies		342.59
3000312273	04/30/2026	AT&T	01-5909	Phone and Internet 25-26		237.91
3000312274	04/30/2026	JASON POILOV	01-5800	Jiujitsu/Agility Lessons		450.00
3000312275	04/30/2026	P G & E	01-5520	PG&E Electric 25-26		182.27
Total Number of Checks					14	8,765.31

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	14	8,765.31
	Total Number of Checks	14	8,765.31
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		8,765.31

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

MAPLE CREEK ELEMENTARY SCHOOL
May 14, 2026
BOARD OF TRUSTEES MEETING

5.0 Information Items for Discussion

The Board is asked to receive and discuss the following items

5.1 Superintendent's Report

A brief presentation about the current status at Maple Creek Elementary from the Superintendent.

5.2 Staff Report

A brief presentation about the current happenings at Maple Creek Elementary from the Staff.

MAPLE CREEK ELEMENTARY SCHOOL
May 14, 2026
BOARD OF TRUSTEES MEETING

6.0 DISCUSSION / ACTION ITEMS

The board will discuss and take action at its authority on items listed.

6.1 Adoption of 2026-2027 School Calendar

DEPARTMENT/PROGRAM:

Operations

BACKGROUND INFORMATION AND/OR STATEMENT OF NEED:

The school calendar is aligned with the Northern Humboldt School District, to which we are a feeder school. The staff recommends the adoption of this calendar which follows the same trends as prior school years.

ACTION REQUESTED/RECOMMENDATION:

To approve the 2026-2027 school calendar.

6.2 Adoption of Resolution 2026-02 Resolution and Decision Not to Reemploy .15 FTE Certificated Employees for the 2025-2026 School Year

DEPARTMENT/PROGRAM:

Personnel

BACKGROUND INFORMATION AND/OR STATEMENT OF NEED:

The school increased this position at the beginning of the year from .5 FTE to .95 FTE. The board is being asked to consider a reduction of the position to .8 FTE, removing .15 FTE. This resolution was first approved at the March Board meeting. The final decision is made at the May Board meeting.

Recommendations:

To approve the Resolution 2026-02

6.3 Certificated Salary Schedule

DEPARTMENT/PROGRAM:

Personnel/Fiscal

BACKGROUND INFORMATION AND/OR STATEMENT OF NEED:

The certificated salary schedule has not been updated since the start of the 2023-2024 school year. The draft represents a 5% raise for step 1 and then each step has a consistent 2% increase from that point forward. The schedule also allows for up to 10 years of prior service, a practice that is standard in Humboldt County and allows us to hire veteran teachers at a more competitive rate.

Recommendations:

To approve the Certificated Salary Schedule effective 7.1.2026.

6.4 Classified Salary Schedule

DEPARTMENT/PROGRAM:

Personnel/Fiscal

BACKGROUND INFORMATION AND/OR STATEMENT OF NEED:

The classified salary schedule has not been updated since the start of the 2023-2024 school year. The draft represents an overall 5% raise as well as re-ranging some positions to be competitive and in alignment for work provided in similar districts.

Recommendations:

To approve the Classified Salary Schedule effective 7.1.2026

6.5 Superintendent Contract for 2026-2027 School Year

DEPARTMENT/PROGRAM:

Personnel

BACKGROUND INFORMATION AND/OR STATEMENT OF NEED:

The Superintendent Contract is a one year contract that must be updated annually. Last year we did not follow through with the step increase that is noted in the contract, but this year a 2% increase for the two years served has been applied to be in alignment with the contract as written.

Recommendations:

To approve the Superintendent Contract for 2026-2027 School Year

**Maple Creek Elementary
2026-2027 School Calendar**

Matches Northern Humboldt Union School District

	3	4	5	6	7		
	10	11	12	13	14	Teacher Duty Days 8/17	
Month 1	17	18	19	20	21	8/18/25 First Day of School	1
August 18, 2026	24	25	26	27	28		2
September 11, 2026	31	1	2	3	4		3
	18	7	8	9	10	9/7/25 Labor Day	4
Month 2	14	15	16	17	18		5
September 14, 2026	21	22	23	24	25	9/25 California Native American Day	6
October 9, 2026	28	29	30	1	2		7
	19	5	6	7	8	9	8
Month 3	12	13	14	15	16		10
October 12, 2026	19	20	21	22	23		11
November 6, 2026	26	27	28	29	30	11/2 In-Service Day No School	12
	19	2	3	4	5	6	13
Month 4	9	10	11	12	13*	11/13 - End First Trimester	14
November 9, 2026	16	17	18	19	20	11/18-11/20 - Family Teacher Conference Days - 1:30pm Dismissal	15
December 4, 2026	23	24	25	26	27	11/23-11/27 Fall Break	
	14	30	1	2	3	4	16
Month 5	7	8	9	10	11		17
December 7, 2026	14	15	16	17	18	12/18 Early Dismissal 1:30pm	18
January 1, 2027	21	22	23	24	25		
	10	28	29	30	31	1	
Month 6	4	5	6	7	8	12/21-1/1 Winter Break	19
January 3, 2027	11	12	13	14	15		20
January 29, 2027	18	19	20	21	22		21
	19	25	26	27	28	29	22
Month 7	1	2	3	4	5		23
February 1, 2027	8	9	10	11	12		24
February 26, 2027	15	16	17	18	19	2/15-2/19 - President's Week	
	15	22	23	24	25	26	25
Month 8	1	2	3	4	5	3/5 - End of 2nd Trimester	26
March 1, 2027	8	9	10	11	12	3/10-3/12 - Family Teacher Conference Week - 1:30pm Dismissal	27
March 27, 2026	15	16	17	18	19		28
	20	22	23	24	25	26	29
Month 9	29	30	31	1	2		30
March 29, 2027	5	6	7	8	9		31
April 23, 2027	12	13	14	15	16	4/12-4/16 Spring Break	
	15	19	20	21	22	23	32
Month 10	26	27	28	29	30		33
April 26, 2027	3	4	5	6	7		34
May 21, 2027	10	11	12	13	14		35
	20	17	18	19	20	21	36
Month 11	24	25	26	27	28	5/28 No School if not needed for snow day	37
May 24, 2027	31	1	2	3	4	6/9 Last Day of School!	38
June 11, 2027	7	8	9	10	11	5/28 and 6/10 2 Snow days reserved if necessary	39
	11	14	15	16	17	18	
						180 Days of Instructions	
Teacher Duty Days	Tri 1		61				
Early Dismissal	Tri 2		58				
First and last day of school	Tri 3		61				
	Total Days		180				
DRAFT: February 2026			180				
Adopted:							

Snow make-up days if needed 5/28 and 6/10 will be school days, 6/11 will be a staff development day.

**BEFORE THE GOVERNING BOARD OF THE
MAPLE CREEK ELEMENTARY SCHOOL DISTRICT
HUMBOLDT COUNTY, CALIFORNIA**

Resolution and Decision Not to)
Reemploy Certificated Employee) **RESOLUTION NO. 2026-02**

WHEREAS, the Governing Board of the Maple Creek Elementary School District (“District”) adopted a Resolution in the Matter of the Reduction or Discontinuance of Certain Particular Kinds of Services (“Resolution”) on or before March 15, 2026, authorizing and directing the Superintendent or Superintendent’s designee to initiate and pursue procedures necessary not to reemploy the equivalent of fifteen hundredths (0.15) full-time certificated employees of this District pursuant to Education Code sections 44949 and 44955 because of a reduction and/or discontinuance of particular kinds of services; and

WHEREAS, the Superintendent, or Superintendent’s designee, duly and properly served a Notice of Reduction or Discontinuance of Particular Kinds of Services (“Notice”) on Gijs Muizelaar (“Employee”) on or before March 15, 2026, indicating that the Governing Board did not intend to reemploy Employee to the extent indicated in the Resolution and Notice for the 2026-2027 school year; and

WHEREAS, Employee was informed of their right to request a hearing and that failure to do so in writing by the date specified in the Notice would constitute a waiver of the right to a hearing; and

WHEREAS, Employee either did not submit a timely request for hearing, or submitted a timely request and then rescinded the request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that considering the certificated staff requirements of the District for the 2026-2027 school year, as well as the seniority and qualifications of each of the certificated employees of the District, the services of Employee will not be required for the ensuing school year to the extent indicated in the Resolution and related Notice to Employee;

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent's designee, is authorized and directed to give Final Notice to Employee that Employee's services will not be required by this District for the 2026-2027 school year. Said notice shall be given by serving upon Employee a true copy of this Resolution and Decision Not to Reemploy Certificated Employee.

BE IT FURTHER RESOLVED that this decision is effective immediately.

Duly and regularly adopted this 14 day of May, 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Governing Board

I, Christopher Edgar, Clerk of the Governing Board of the Maple Creek Elementary School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on May 14, 2026.

Clerk, Governing Board

Maple Creek Elementary Certificated Salary Schedule

Step	BA + 30 Units	BA + 45 Units	BA + 60 Units	BA + 75 Units
Step 1	\$45,314	\$47,956	\$50,669	\$53,453
Step 2	\$46,220	\$48,915	\$51,682	\$54,522
Step 3	\$47,144	\$49,893	\$52,716	\$55,613
Step 4	\$48,087	\$50,891	\$53,770	\$56,725
Step 5	\$49,049	\$51,909	\$54,846	\$57,860
Step 6	\$50,030	\$52,947	\$55,942	\$59,017
Step 7	\$51,031	\$54,006	\$57,061	\$60,197
Step 8	\$52,051	\$55,086	\$58,203	\$61,401
Step 9	—	\$56,188	\$59,367	\$62,629
Step 10	—	\$57,311	\$60,554	\$63,882
Step 15	—	\$58,458	\$61,765	\$65,159
Step 20	—	—	\$63,000	\$66,463

effective 7.1.2026

10 sick days including 1 personal day

Medical Benefits capped at \$24,672 for yearly premium

Up to 10 years experience given on the schedule for new employees.

Classified Staff Salary Schedule *effective 7.1.2026*

Step	Van Driver	Custodial/ Maintenance	Administrative Assistant	ELO-P Classified Paraprofessional Cook	ELOP Coordinator	ELOP Certificated - beyond 8 hour
Step 1	\$18.90	\$19.43	\$19.95	\$18.90	\$19.43	\$45.00
Step 2	\$19.43	\$19.95	\$20.48	\$19.43	\$19.95	\$46.00
Step 3	\$19.95	\$20.48	\$21.00	\$19.95	\$20.48	\$47.00
Step 4	\$20.48	\$21.00	\$21.53	\$20.48	\$21.00	\$48.00
Step 5	\$21.00	\$21.53	\$22.05	\$21.00	\$21.53	\$49.00
Step 6	\$21.53	\$22.05	\$22.57	\$21.53	\$22.05	\$50.00
Step 7	\$22.05	\$22.57	\$23.10	\$22.05	\$22.57	\$52.00
Step 8	\$22.57	\$23.10	\$23.62	\$22.57	\$23.10	\$53.00
Step 9	\$23.10	\$23.63	\$24.15	\$23.10	\$23.63	\$54.00
Step 10	\$24.26	\$24.81	\$25.36	\$24.26	\$24.81	\$55.00
Step 15	\$25.96	\$26.55	\$27.14	\$25.96	\$26.55	\$56.00

EMPLOYMENT AGREEMENT

Superintendent/Principal Contract

THIS AGREEMENT is made this **May 14, 2026** by and between the Governing Board of the **Maple Creek School District** (“District” or “Board”) and **Beth Wylie** (“Superintendent/Principal”), hereinafter “Superintendent/Principal.”

1. **Term.** District hereby employs Superintendent/Principal for a period of **one (1) year, beginning July 1, 2026 and terminating on June 30, 2027**, subject to the terms and conditions set forth below. [unless terminated earlier or extended as provide by the terms of this Agreement or as required by law]

2. **Salary.**

a. **Base Salary.** The Superintendent/Principal’s annual salary for the **2026-2027** school was subject to verification of prior experience and academic credit. **The employee will be contracted at .6 FTE at \$104,000 (\$62,104) for the 2026-2027 school year payable in twelve (12) equal monthly payments for 210 days of service. (.6 FTE is 126 days of service).**

b. **Annual Salary Adjustment.** To maintain equity with other certificated staff who are on a salary schedule, there shall be a Step increase beginning each July 1. Any and all other adjustments to the Superintendent/Principal’s base salary shall be contingent upon an annual evaluation which indicates overall satisfactory performance. The determination of an overall rating of satisfactory is within the sole and absolute discretion of the Board of Education. In addition to the aforementioned annual salary adjustments that may be made to the Superintendent/Principal’s base salary contingent on a satisfactory evaluation, the Superintendent/Principal’s base salary shall also be increased by any generally applied compensation increase provided to all certificated employees of the District, such as, for example, any cost of living adjustment (“COLA”), or any one-time payment or other increase, on or off the salary schedule, in a percentage amount equal to

the greatest amount of any such increase, which for this purpose shall be computed as a percentage increase to the existing salary schedule for the certificated employees of the District.

c. Effective Date. Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Board reserves the right to change the Superintendent's salary for any year or any portion of a year of this contract with the mutual written consent of the Superintendent/Principal and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. Fringe Benefits.

- a. Health Insurance Benefits. The Superintendent/Principal shall be entitled to District-paid health, dental, vision coverage in the same manner and subject to the same limitations as other certificated employees as those benefits may change from time-to-time. The district will pay the cost of Health Insurance Benefits. Sixty percent of the total District-paid health, dental, vision coverage will be billed to Fuente Nueva Charter School. The total paid shall not exceed the District's Cap of **\$24,672**.
- b. Sick Leave. The Superintendent/Principal shall be allocated sick leave at the rate of one day per month, accruing as of the last day of each month. Earned sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Superintendent/Principal for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by either the California State Teachers' Retirement System (CalSTRS) or the California Public Employees Retirement System (CalPERS), as may be applicable.
- i. Reporting Requirements. The Superintendent/Principal shall report to the Governing Board in writing on approximately a quarterly basis his or her use of sick leave.
- c. Holidays. The Superintendent/Principal shall receive all holidays granted to other District employees.
- d. Expense Reimbursement. The District shall reimburse the Superintendent/Principal for actual and necessary expenses incurred by the Superintendent/Principal within the course and scope of his or her employment, and so long as the cost of the expense is not already provided for under the terms of this

Agreement. For reimbursement, the Superintendent/Principal shall complete and submit expense claims in writing in accordance with the District's policies, rules, and regulations and shall provide the Board with copies of the Superintendent/Principal's monthly expense reports. The District shall determine that the Superintendent/Principal's expense claims are supported by appropriate documentation prior to reimbursement.

e. Tax Deferred Plans. The Superintendent/Principal may participate in any IRS Section 403b or similar tax deferred plan, IRS Section 125 Cafeteria Plan, or other plans that are made available to other certificated District employees. All employee and employer contributions to such plans shall conform to the requirements of state and federal law.

4. Work Year. The Superintendent/Principal shall be required to render **one hundred twenty six (126)** workdays of full and regular service to the District during each annual period covered by this Agreement, exclusive of holidays as defined in Education Code section 37220 and 37221. Days in excess of **126** and holidays are considered non-work days. The Superintendent/Principal shall not be entitled to vacation pay for non-work days. Both parties agree that the Superintendent/Principal is not entitled to overtime pay or compensatory time off.

5. Superintendent/Principal's Duties.

a. General Duties. The Superintendent/Principal is employed as District Superintendent /Principal and shall perform the duties of District Superintendent/Principal as prescribed by the laws of the State of California, Board Policy, and the District's job description for the Superintendent/Principal, if any. The Superintendent/Principal shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code Section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. As appropriate, the Superintendent/Principal may use the resources of other staff to carry out these duties. The Superintendent/Principal shall be the Board's chief executive officer.

- b. Personnel Matters. The Superintendent/Principal shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment, evaluation and transfer and dismissal of employees. The Board shall refer all complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Superintendent/Principal.
- c. Administrative Functions. The Superintendent/Principal as the Board's chief executive officer, shall:
- (1) review all policies adopted by the Board and make appropriate recommendations to the Board;
 - (2) periodically evaluate or cause to be evaluated all District employees;
 - (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs;
 - (4) assume responsibility for those duties specified in Education Code Section 35250;
 - (5) endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations;
 - (6) establish and maintain positive community, staff and Board relations;
 - (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters;
 - (8) recommend to the Board District goals and objectives;
 - (9) unless unavoidably detained, attend all regular, special and executive session meetings of the Board; and
 - (10) serve as secretary to the Board.
- d. Board-Superintendent/Principal Roles. The Board has primary responsibility for formulating District policies and setting District goals. The Superintendent/Principal has primary responsibility for implementing District policies and goals. The Board and the Superintendent/Principal agree to collaboratively support and assist one another to fulfill these roles and responsibilities.
- e. Board-Superintendent/Principal Relations. The parties acknowledge the importance of creating and projecting to students, staff, parents, and the community a positive and professional image of the Board, the Superintendent/Principal and the District. Thus, to avoid damage to the Board's and the Superintendent/Principal's image and credibility, and

as not to lessen each other's ability to perform effectively, the parties agree to conduct the business of the District by communicating and interacting in a manner that is professional and respectful. Board concerns, criticisms and dissatisfaction with the Superintendent/Principal's performance shall therefore be addressed through closed session discussions or via the evaluation process. Superintendent/Principal concerns, criticisms and dissatisfaction with the Board shall likewise be addressed with professionalism and respect.

6. **Seniority.** The Superintendent/Principal shall not be considered a school site administrator for purposes of Education Code Section 44956.5.
7. **Outside Professional Activities.** By prior approval of the Board, the Superintendent/Principal may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking and writing, so long as such outside professional activities do not, in the Board's sole judgment, interfere with the Superintendent/Principal's performance of his or her duties. The Superintendent/Principal's outside professional activities shall not occur during work hours. In no event will the Board be responsible for any expense attendant to the performance of such outside activities.
8. **Professional Meetings.** The Superintendent/Principal is expected to attend appropriate professional meetings at local, state and national levels and to periodically report to the Board his appraisal of such meetings. Prior approval of the Board shall be obtained when the Superintendent/Principal attends a function outside of the District. The District will pay the Superintendent/Principal expenses for attendance at the Association of California School Administrator's annual Superintendent's Symposium and other related professional development opportunities approved by the Board.

In an effort to assure the success of the Superintendent/Principal, the District shall pay a maximum of \$3,000 per year for professional coaching services for the Superintendent/Principal.
9. **Professional Dues.** The District agrees to pay the Superintendent/Principal's annual dues for the Association of California School Administrators ("ACSA").

10. **Per Diem Rate.** The Superintendent/Principal shall be required to work **126** days during each annual period covered by this Agreement. To determine the Superintendent/Principal's daily rate-of-pay, the parties agree that the Superintendent/Principal's annual base salary shall be divided by **12**.

11. **Evaluation.**

a. **Annual Evaluation.** The Board may evaluate and discuss the performance of the Superintendent/Principal at any time during the term of this Agreement, but not less than once annually. If the Board determines that the performance of the Superintendent/Principal is unsatisfactory, the Board shall communicate its evaluation to the Superintendent/Principal. If the Board evaluates the Superintendent/Principal in writing, the written evaluation shall be delivered to the Superintendent/Principal and a copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent/Principal shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation. The Superintendent's written comments shall be filed with the evaluation in a sealed envelope in the Superintendent/Principal's personnel file and marked "Confidential: To Be Opened by Authorized Personnel Only." The Board shall, if requested by the Superintendent/Principal, meet and discuss the contents of the evaluation with the Superintendent/Principal within a reasonable time after the Superintendent/Principal has heard or received the evaluation. Evaluations of the Superintendent/Principal shall only be discussed in closed session.

b. **Self-Evaluation.** To assist the Board in the evaluation process, the Superintendent/Principal shall complete a written self-evaluation. This self-evaluation shall include a review of any action plans presented to the Superintendent/Principal at previous evaluations, and shall include a report to the Board regarding the "State of the District."

c. **Impact of a Satisfactory Evaluation.** At the conclusion of each year's evaluation, the Superintendent/Principal and the Board shall state, in writing, on the Superintendent/Principal's evaluation form, whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear

and affirmative decision is made regarding the Superintendent/Principal's entitlement to any salary increase as set forth in Section 2.b of this Agreement. If the Board determines that the Superintendent/Principal's evaluation is "unsatisfactory," the Superintendent/Principal's base salary shall remain unchanged. If the Superintendent/Principal's evaluation is satisfactory, the Board shall report the result in open session. In addition, any salary increase must be approved by the Board in open session at a regular meeting so that the public remains informed about the Superintendent/Principal's current base salary and contract term. If the Superintendent/Principal's evaluation is satisfactory, this Agreement shall be extended for one additional year and approved at the next regularly scheduled Board meeting.

d. Failure to Evaluate Non-Limiting. The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent/Principal is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District policy, regulation, rule, handbook or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent/Principal from fully and faithfully performing the services required to be performed under this Agreement or any applicable statute or regulation, nor shall it constitute a breach by the District of its obligations under this Agreement.

12. **Termination of Contract.**

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent/Principal upon thirty (30) days prior written notice.
- b. Resignation. The Superintendent/Principal may resign and terminate this Agreement only by providing the Board with at least forty-five (45) days advance written notice, unless the parties agree otherwise.
- c. Nonrenewal of Agreement by the District. The Governing Board may elect not to renew this Agreement for any reason by providing the Superintendent/Principal with forty-five (45) days written notice prior to the expiration of this Agreement, in accordance with Education Code Section

35031. The Superintendent/Principal shall inform each member of the Board of this notice requirement on or before March 1 of the year in question. It is expressly understood and agreed that the provisions and notice requirements of Education Code section 44951 do not apply.

d. Termination of Status as a Certificated Employee. The Superintendent's status as a permanent or probationary certificated employee of the District may be terminated in accordance with the applicable provisions of law.

e. Termination of Superintendent/Principal for Cause. The Superintendent's status as Superintendent/Principal and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract; any ground enumerated in the Education Code; or the Superintendent's failure to perform his or her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (e) until a written statement of the grounds of termination has first been served upon the Superintendent. The Superintendent/Principal shall then be entitled to a conference with the Board at which time the Superintendent/Principal shall be given a reasonable opportunity to address the Board's concerns. The Superintendent/Principal shall have the right to have a representative of his or her choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law. The Superintendent/Principal shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent/Principal's believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent/Principal with a written decision. The decision of the Board shall be final. The Superintendent/Principal's conference before the Board shall be deemed to satisfy the Superintendent/Principal's entitlement to due

process of law and shall be the Superintendent/Principal's exclusive right to any conference or hearing otherwise required by law. The Superintendent/Principal waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent/Principal's administrative remedies and then authorizes the Superintendent/Principal to contest the Board's determination in a court of competent jurisdiction.

f. Early Termination.

- i. *Reassignment.* The Board unilaterally and without cause may terminate this Agreement and the Superintendent's status as Superintendent/Principal and reassign the Superintendent/Principal to any available position which the Superintendent/Principal is credentialed to perform by providing the Superintendent/Principal a minimum of forty-five (45) days notice of termination and reassignment. In consideration of the Board's right to terminate this Agreement without cause, the District shall pay to the Superintendent/Principal his or her then current salary for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date of termination or reassignment, whichever is less.
- ii. *Cash Settlement.* If the Superintendent/Principal elects not to accept the position to which the Superintendent/Principal has been reassigned, the Superintendent/Principal may resign and elect to receive the difference between the Superintendent's then current monthly salary and the monthly salary rate for the position to which the Superintendent/Principal has been reassigned for the remainder of the term of this Agreement or for a period of twelve (12) calendar months following the effective date of termination and reassignment, whichever is less.
- iii. *Fiscal Mismanagement.* However, if the District terminates this Agreement and believes, and subsequently confirms pursuant to an independent audit, the

Superintendent/Principal has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the District shall not provide any cash or noncash settlement to the Superintendent. If the Superintendent/Principal elects to contest the Board's determination in this regard, the Superintendent/Principal may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260, subdivision (b).

iv. *Conviction.* If the Superintendent/Principal is convicted of a crime involving the abuse of the office of the Superintendent/Principal or the Superintendent's position as defined in Government Code Section 53243.4, and this Agreement is terminated and a cash settlement is paid to Superintendent/Principal, the Superintendent/Principal shall reimburse the entirety of any and all such cash settlement. If at any time the Superintendent/Principal is placed on paid administrative leave pending an investigation into their conduct, and the Superintendent/Principal is later convicted of a crime involving the abuse of the Superintendent/Principal's office or position as defined in Government Code 53243.4, the Superintendent/Principal shall immediately repay any and all funds and salary paid during the pendency of the paid administrative leave.

13. **Automobile Expenses.** The Superintendent/Principal is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Superintendent/Principal for this vehicle requirement, the Superintendent/Principal shall be entitled to reimbursement for reasonable transportation expenses incurred for travel within and outside the District in accordance with the terms of this Agreement and Board policy. In addition to expenses outlined above, the Superintendent/Principal shall be afforded a fuel stipend of \$2,000 per year to offset the expense of transportation to and from Maple Creek School.

14. **Physical Examination.** As a precondition to employment with the District, the Superintendent/Principal shall be required to satisfactorily pass a physical examination conducted at

District expense by a physician appointed by the Board. The Superintendent/Principal shall also be required to take a physical examination at least once every other year. The report of the physical examination shall be given directly to the Superintendent/Principal; however, the examining physician shall advise the Board in writing of the Superintendent/Principal's continued physical fitness to perform the duties of Superintendent/Principal. The costs of the physical examination shall be paid by the District unless such costs are covered by an applicable health insurance plan.

15. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent/Principal, or to any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent/Principal. The Superintendent/Principal shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Superintendent/Principal as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Superintendent/Principal agrees to defend, indemnify, and hold the District harmless from all such tax, retirement and similar consequences.

16. **Notification by Superintendent/Principal Prior to Seeking Other Employment.** The Superintendent/Principal shall immediately notify the Board in writing if the Superintendent/Principal becomes a final candidate for another position with any other employer.

17. **General Provisions.**

a. **Governing Law and Venue.** This Agreement, and the rights and obligation of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be the proper state or federal court located in Humboldt County, California.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between

the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

- c. No Assignment. The Superintendent/Principal may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
- e. Independent Review. The Superintendent/Principal has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Superintendent/Principal acknowledges that the terms of this Agreement have been read and fully explained to him/her by his/her representative(s) and that those terms are fully understood and voluntarily accepted.
- f. Construction. Because both parties have had an opportunity to review this Agreement, to consult with counsel before executing it, and to propose changes to its language, this Agreement shall not be construed more strongly in favor of or against either party.
- g. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- h. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.
- i. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.
- j. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any

purpose.

k. Government Code Sections 53243-53243.4. To the extent applicable to school districts, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein.

l. Board Approval. This Agreement shall not take effect until its approval by District's Board as required by law.

President - Board of Trustees of the
Maple Creek School District
Humboldt County, California

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above

I have not entered into a contract of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials, each of which is or will be recorded in the Office of the Superintendent of Schools of Humboldt County before receipt of my first payroll warrant and I agree to maintain valid and appropriate credentials to act as Superintendent/Principal throughout the life of this Agreement. I further certify that I meet the qualifications of Education Code Section 35028 and that I have read the entire offer of employment.

Dated: _____ Signature

