

## Maple Creek Elementary School District Board of Trustees

October 13th, 2023

9:30 AM

15933 Maple Creek Road - Korbek, CA 95550

Link to Live Stream:

<https://humboldtcoe.zoom.us/j/94137423979>

### Regular Meeting Agenda

#### 1.0 **CALL TO ORDER**

#### 2.0 **ADJUSTMENT OF THE AGENDA**

#### 3.0 **PUBLIC COMMENTS**

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

#### 4.0 **PUBLIC HEARING**

4.1 Sufficiency of Standards-Aligned Textbooks and Instructional Materials

#### 5.0 **CONSENT AGENDA**

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

5.1 Approve Minutes of the September 11, 2023 Regular Board Meeting  
(Adjournment from September 8th, 2023 due to lack of quorum)

5.2 Approve Minutes of the September 11, 2023 Maple Creek/Kneeland Joint  
Meeting

5.3 Review Warrants - September 2023

5.4 Review Payroll - September 2023

5.5 Approve the Quarterly Report on Williams Uniform Complaints

#### 6.0 **ACTION ITEMS**

The Board is asked to receive/discuss/take action on the following items.

6.1 Resolution of Sufficiency of Instructional Materials

6.2 Selection of District Representative to Serve on Delegation that Will Elect  
Members of the County Committee

6.3 Receive and Possible Approval of Transportation Services Agreement with  
Northern Humboldt Union High School District for 2023-2024

#### 7.0 **INFORMATION/DISCUSSION/ACTION ITEMS**

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

- 7.1 Discussion Regarding Possible Waiver for 2024-25
- 7.2 Information Regarding Outdoor Learning and Science Curriculum
- 7.3 Superintendent's Report

## **8.0 BOARD MEMBER ANNOUNCEMENTS/COMMENTS/REPORTS**

## **9.0 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  
OCTOBER 13, 2023  
BOARD OF TRUSTEES MEETING**

**4.0 PUBLIC HEARING**

4.1 Attachment - Notice of Public Hearing  
Pupil Textbooks and Instructional Materials

**PLEASE POST:**

10/3/2023 through 10/13/2023

**NOTICE OF PUBLIC HEARING  
PUPIL TEXTBOOKS AND INSTRUCTIONAL MATERIALS**

Be advised that on October 13, 2023, the MAPLE CREEK ELEMENTARY SCHOOL DISTRICT BOARD OF TRUSTEES will hold a public hearing on the sufficiency of pupil textbooks and instructional materials in the Maple Creek school pursuant to the requirements of the Pupil Textbook and Instructional Materials Incentive Program, Education Code Sections 60117-60119. The hearing will be held during the regular meeting at 15933 Maple Creek Road in Korbel, California at 9:30 a.m. Parents, teachers, and community members are encouraged to participate.

Maple Creek Elementary School District Board of Trustees  
Colby Smart, Interim Superintendent

**MAPLE CREEK ELEMENTARY SCHOOL  
OCTOBER 13, 2023  
BOARD OF TRUSTEES MEETING**

**5.0 CONSENT AGENDA**

5.1 Attachment - Minutes from September 11th, 2023 Board Meeting

5.2 Attachment - Minutes from September 11th, 2023 Joint Kneeland/Maple  
Creek Board Meeting

5.3 Attachment - September 2023 Warrants

5.4 Attachment - September 2023 Payroll

5.5 Attachment - Quarterly Report on Williams Uniform Complaints

**Maple Creek Elementary School District Board of Trustees**

September 11, 2023

9:30 AM

15933 Maple Creek Road - Korbel, CA 95550

**Regular Meeting Draft Minutes**

**1.0 CALL TO ORDER**

President Zarcufsky called the regular meeting of the Maple Creek Elementary School District Board of Trustees to order at 4:38 PM with a quorum present.

PRESENT: Rama Zarcufsky, Jill Giordana, Laura Borusas

ABSENT: None

STAFF PRESENT: Colby Smart, Natalie Carrigan, Jacklyn Johnson, Gijs Muizelaar

**2.0 ADJUSTMENT OF THE AGENDA**

There were no adjustments to the agenda.

**3.0 PUBLIC COMMENTS**

There were no public comments.

**4.0 CONSENT AGENDA**

It was moved/seconded by Borusas/Zarcufsky to approve the consent agenda. Ayes 3, noes 0, absent 0, abstain 0. Motion carried.

Action was taken on the following consent items:

4.1 Approve Minutes of the August 11, 2023 Regular Board Meeting

4.2 Review Warrants - July and August 2023

4.3 Review Payroll - July and August 2023

**5.0 ACTION ITEMS**

5.1 Adopt Resolution Identifying Revised Appropriations (GANN) Limit

It was moved/seconded by Zarcufsky/Borusas to adopt the resolution identifying revised appropriations. Ayes 3, noes 0, absent 0, abstain 0. Motion carried.

5.2 Approve 2022-2023 Financial Unaudited Actuals

It was moved/seconded by Giordan/Zarcufsky to approve the 2022-2023 financial unaudited actuals. Ayes 3, noes 0, absent 0, abstain 0. Motion carried.

**6.0 DISCUSSION/ACTION ITEMS**

6.1 Discussion Regarding Possible Staffing Scenarios for 2023-24

Interim Superintendent Smart shared that two positions have been posted and that the Humboldt Del Norte SELPA committed to assisting the district with IEP support at no cost.

6.2 Information Regarding Revised LCAP

Smart described the minor changes that were made to the Maple Creek LCAP.

**7.0 ADJOURNMENT**

President Zarcufsky adjourned the meeting at 4:53 PM.

**Joint Special Meeting of the Boards of Trustees of  
Maple Creek Elementary School District  
and  
Kneeland Elementary School District**

September 11, 2023

5:30 PM

9313 Kneeland Road - Kneeland, CA 95549

Kneeland School Meeting Room

Link to Live Stream:

<https://humboldtcoe.zoom.us/j/94137423979>

As permitted by Gov. Code Sec. 54954, subd. (b)(2), the Maple Creek Elementary School District and the Kneeland Elementary School District will hold a joint special meeting at the Kneeland School Meeting Room to Discuss Items of Significance to Both Districts. Kneeland's Board will Host the Meeting and its Chair will Lead the Discussion

**Special Meeting Draft Minutes**

**1.0 CALL TO ORDER/WELCOME/FLAG SALUTE**

President Sizemore called the joining meeting of the Maple Creek and Kneeland Board of Trustees to order at 5:40 PM with a quorum of both Boards present.

PRESENT: Rama Zarcufsky, Jill Giodarno, Laura Borusus, Mark Benzinger,  
Lauren Sizemore, Linda Lorvig

ABSENT: None

STAFF PRESENT: Greta Turney, Cherie Circe, Jacklyn Johnson, Gijs Muizelaar, Zoe Muizelaar, Michael Davies-Hughes, Colby Smart, Corey Weber, Katie Cavanagh, Natalie Carrigan

**2.0 ADJUSTMENT OF THE AGENDA**

No adjustments

Lorvig/Benzinger moved to approve the agenda. Ayes 6, noes 0, absent 0, abstain 0.

**3.0 PUBLIC COMMENTS ON SPECIAL MEETING ITEMS**

No public comments

**4.0 DISCUSSION/ACTION ITEMS**

4.1 Pending Lapsation of the Maple Creek Elementary School District

Trustee Borusus shared that Maple Creek has interest in merging with Kneeland.



President Zarcufsky expressed the desire to keep Maple Creek students in a small, rural school environment. Concerns include the possibility of redrawing boundary lines. President Sizemore expressed concern about the two separate high school districts.

Frank Zotter of School and College Legal Services provide background information on lapsation . County Committee will conduct a public hearing 45 days prior to the end of the school year

4.2 Possible Consolidation of the Maple Creek Elementary School District and the Kneeland Elementary School District

## **5.0 ADJOURNMENT**

President Sizemore adjourned the meeting at 6:51 PM

**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, 9313 Kneeland Rd. Kneeland, 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 Kneeland School District at (707)442-5472. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to assure accessibility to this meeting.

Pay Date 09/29/2023

EARNINGS by Earnings Code		Income	Adjustments	TAXES		Employee	Employer	Total	Subject Grosses
Regular		11,676.56		Federal Withholding	571.92	571.92		571.92	11,421.58
				State Withholding	177.76	177.76		177.76	11,421.58
				Social Security	184.08	184.08	184.08	368.16	2,969.00
				Medicare	169.31	169.31	169.31	338.62	11,676.56
				SUI			5.84	5.84	11,676.56
				Workers' Comp			306.81	306.81	11,676.56
<b>TOTAL</b>		<b>11,676.56</b>		<b>SUBTOTAL</b>	<b>1,103.07</b>	<b>1,103.07</b>	<b>666.04</b>	<b>1,769.11</b>	

EARNINGS by Group		Income	Adjustments	REDUCTIONS		Employee	Employer	Total	Subject Grosses
Base Pay		7,126.00		STRS / 60	254.98	254.98	475.13	730.11	2,487.60
Extra Duty		4,525.56							
Stipends		25.00							
<b>TOTAL</b>		<b>11,676.56</b>		<b>SUBTOTAL</b>	<b>254.98</b>	<b>254.98</b>	<b>475.13</b>	<b>730.11</b>	

EARNINGS		Person Type	Female Employees	DEDUCTIONS		Employee	Employer	Total	Subject Grosses
Certificated	2	8,707.56	1	Summer Savings	865.07	865.07		865.07	5,190.40
Classified	1	2,969.00	1						
<b>TOTAL</b>	<b>3</b>	<b>11,676.56</b>	<b>2</b>	<b>SUBTOTAL</b>	<b>865.07</b>	<b>865.07</b>	<b>.00</b>	<b>865.07</b>	
				<b>TOTALS</b>	<b>2,223.12</b>	<b>2,223.12</b>	<b>1,141.17</b>	<b>3,364.29</b>	

Vendor Summary for Pay Date 09/29/2023

Vendor Checks  
Vendor Liabilities

BALANCING DATA		NET
Gross Earnings	11,676.56	9,453.44
District Liability	1,141.17	
	12,817.73	
Direct Deposits	9,453.44	3
Checks		
Partial Net ACH		
Negative Net		
Check Holds		
Zero Net		
<b>TOTAL</b>	<b>9,453.44</b>	<b>3</b>

Cancel/Reissue for Process Date 09/29/2023

Reissued  
Cancel Checks  
Void ACH

029 - Maple Creek Elementary School District

Generated for Rene Campbell (RCAMPBELL), Sep 19 2023 12.19PM

Pay14a

Payroll Audit by Employee

Pay Date 09/29/2023

Johnson, Jacklyn D (000005) 5184

Check Msg

Pay Date	Pay Cycle	Check Location	FTE	Retire Plan	Federal	State	ACH # (D)	Net Pay	Status	Calculated
09/29/23	10/#1	D100 - Maple Creek Elementary SD	0.80000		S 0	M 0 0		4,325.33	Open	9/19/2023 12:12:29PM

Effective	Source	Earnings Description	Adjustment	Pay Rate	Units	Earnings	Retire Plan	Assn/Work	CC	Ret Earn	Pay Rate	PC
07/01/23	Assign	(Pos#3-4(0)) SPECIAL PROJECTS TEA		5,798.00		3,478.80	STRSO(2)	61	0	3,478.80	5,798.00	3
07/01/23	Assign	100.00 % (001559) 01-0001-0-1110-1000-1105-000-0000 (Pos#9-3(0)) SPED SUPPORT		5,798.00		1,159.60	STRSO(2)	61	0	1,159.60	5,798.00	3
09/29/23	Adjust	100.00 % (000734) 01-6500-0-5760-1120-1104-000-0000 (XTRA HR) Additional Earnings		45.51	28.00	1,274.28	STRSO(2)	61	0	1,274.28	45.51	4
		100.00 % (000086) 01-0000-0-1110-1000-1150-000-0000			28.00	5,912.68						
		<b>Total</b>										

Effective	Deduction/Contribution	Vendor	Subject Gross	Deduction	Subject Gross	Contribution	CC	Retire Plan
09/30/23	(FIT) Federal Withholding	(999999/002) Maple Creek ESD Payroll - FIT	5,912.68	526.84				
09/30/23	(MEDICARE) Medicare	(999999/005) Maple Creek ESD Payroll -	5,912.68	85.73	5,912.68	85.73		
09/30/23	(SIT) State Withholding	(999999/003) Maple Creek ESD Payroll - SIT	5,912.68	109.71				
09/30/23	(SMRARR) Summer Savings	(999999/012) Maple Creek ESD Payroll - DNF	5,190.40	865.07				
09/30/23	(SUI) SUI	(999999/009) Maple Creek ESD Payroll - SUI			5,912.68	2.96		
09/30/23	(WORKCOMP) Workers' Comp	(999999/010) Maple Creek ESD Payroll - W/C			5,912.68	155.36		
		<b>Total Deductions, *Reductions, Contributions</b>		<b>1,587.35</b>		<b>244.05</b>		

Bank Account # COAST CENTRAL CREDIT UNION Ending with 4571 (Checking) TRN # 321172248 Direct Deposit Amount 4,325.33

Muizelaar, Gils (000013) 8630

Check Msg

Pay Date	Pay Cycle	Check Location	FTE	Retire Plan	Federal	State	ACH # (D)	Net Pay	Status	Calculated
09/29/23	10/#1	D100 - Maple Creek Elementary SD	0.50000		M 0	S 0 0		2,466.04	Open	9/19/2023 12:18:42PM

Effective	Source	Earnings Description	Adjustment	Pay Rate	Units	Earnings	Retire Plan	Assn/Work	CC	Ret Earn	Pay Rate	PC
07/01/23	Assign	(Pos#2-4(0)) TEACHER		4,975.20		2,487.60	STRSO(1)	57	1	2,487.60	49,752.00	0
09/29/23	Adjust	100.00 % (001680) 01-6331-0-1110-1000-1100-000-0000 (XTRA HR) Additional Earnings		38.41	8.00	307.28	PERSO(1)					
		100.00 % (000167) 01-0000-0-1193-8100-2213-000-0000			8.00	2,794.88						
		<b>Total</b>										

Effective	Deduction/Contribution	Vendor	Subject Gross	Deduction	Subject Gross	Contribution	CC	Retire Plan
09/30/23	(MEDICARE) Medicare	(999999/005) Maple Creek ESD Payroll -	2,794.88	40.53	2,794.88	40.53		
		<b>Total</b>						

Pay14a

Payroll Audit by Employee

Pay Date 09/29/2023

Muizelaar, Gls (000013) 8630 - continued

Effective	Deduction/Contribution	Vendor	Subject Gross	Deduction	Subject Gross	Contribution CC	Retire Plan
09/30/23	(SIT) State Withholding	(999999/003) Maple Creek ESD Payroll - SIT	2,539.90	33.33			
09/30/23	(STRS) STRS / 60	(999999/008) Maple Creek ESD Payroll - STR	2,487.60	254.98 *	2,487.60	475.13	
09/30/23	(SUI) SUI	(999999/009) Maple Creek ESD Payroll - SUI			2,794.88	1.40	
09/30/23	(WORKCOMP) Workers' Comp	(999999/010) Maple Creek ESD Payroll - W/C			2,794.88	73.44	
		<b>Total Deductions, *Reductions, Contributions</b>		<b>328.84</b>		<b>590.50</b>	

Bank LOS ANGELES POLICE CREDIT UNION  
 Account # Ending with 4984 (Checking) TRN # 322078493  
 Direct Deposit Amount 2,466.04

Muizelaar, Zoe T (000012) 7022

Check Msg

Pay Date	Pay Cycle	Check Location	FTE	Retire Plan	Federal	State	ACH # (D)	Net Pay	Status	Calculated
09/29/23	15/#2	D100 - Maple Creek Elementary SD	0.00000		M 0	M 0-0		2,662.07	Open	9/19/2023 12:12:35PM

Effective	Source	Earnings Description	Adjustment	Pay Rate	Units	Earnings Retire Plan	Assn/Work	Ret Earn	Pay Rate PC
09/29/23	Adjust	(XTRA HR) Additional Earnings	100.00 % (001440) 01-9036-0-8100-5900-2902-000-0000	18.00	1.00	18.00 PERSN(2)	400	18.00	18.00 4
09/29/23	Adjust	(XTRA HR) Additional Earnings	100.00 % (000167) 01-0000-0-1193-8100-2213-000-0000	19.00	52.00	988.00 PERSN(2)	400	988.00	19.00 4
09/29/23	Adjust	(XTRA HR) Additional Earnings	100.00 % (001331) 01-0210-0-1194-3600-2230-000-0000	19.00	51.00	969.00 PERSN(2)	400	969.00	19.00 4
09/29/23	Adjust	(XTRA HR) Additional Earnings	100.00 % (001769) 01-0000-0-1110-2700-2450-000-0000	19.00	51.00	969.00 PERSN(2)	400	969.00	19.00 4
09/30/23	Addon	(COURIER) Courier	100.00 % (00167) 01-0000-0-1193-8100-2213-000-0000	25.00		25.00 PERSN(2)			
		<b>Total</b>			<b>155.00</b>	<b>2,969.00</b>			

Effective	Deduction/Contribution	Vendor	Subject Gross	Deduction	Subject Gross	Contribution CC	Retire Plan
09/30/23	(FIT) Federal Withholding	(999999/002) Maple Creek ESD Payroll - FIT	2,969.00	45.08			
09/30/23	(MEDICARE) Medicare	(999999/005) Maple Creek ESD Payroll -	2,969.00	43.05	2,969.00	43.05	
09/30/23	(OASDI) Social Security	(999999/004) Maple Creek ESD Payroll -OAS	2,969.00	184.08	2,969.00	184.08	
09/30/23	(SIT) State Withholding	(999999/003) Maple Creek ESD Payroll - SIT	2,969.00	34.72			
09/30/23	(SUI) SUI	(999999/009) Maple Creek ESD Payroll - SUI			2,969.00	1.48	
09/30/23	(WORKCOMP) Workers' Comp	(999999/010) Maple Creek ESD Payroll - W/C			2,969.00	78.01	
		<b>Total Deductions, *Reductions, Contributions</b>		<b>306.93</b>		<b>306.62</b>	

Bank LOS ANGELES POLICE CREDIT UNION  
 Account # Ending with 4986 (Checking) TRN # 322078493  
 Direct Deposit Amount 2,662.07

Selection Grouped by Employee - Sorted by Employee, (Org = 29, CAST (Pay Date AS DATE) = '9/29/2023', Amounts = S, Net Pay Opt = N, Accounts? = Y, Pg Brk? = N)

ESCAPE ONLINE Page 2 of 3

Pay Date 09/29/2023

Muizelaar, Zoe T (000012) 7022 - continued

Totals for Org 029 - Maple Creek Elementary School District									
Employee Count		Gross Pay		Deductions and Reductions		Total Net Pay		Misc Ded	
STRS	PERS	OASDI	Medicare	FIT	SIT	Misc Red	Misc Ded	ESCAPE ONLINE	
254.98	0.00	184.08	169.31	571.92	177.76	0.00	0.00	ESCAPE	ONLINE
									865.07
									Summer
									865.07

Selection Grouped by Employee - Sorted by Employee, (Org = 29, CAST (Pay Date AS DATE) = '9/29/2023', Amounts = S, Net Pay Opt = N, Accounts? = Y, Pg Brk? = N)

Checks Dated 09/01/2023 through 09/29/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000214835	09/07/2023	EDUCATIONAL DESIGN LLC	01-4110	MEMBERSHIP		108.00
3000214836	09/07/2023	MENDES SUPPLY	01-4374	CUSTODIAL		855.70
3000214837	09/07/2023	NORTH COAST SIG C/O KEENAN & ASSOC SETECH DEPT	01-5450	PROPERTY & LIABILITY		3,334.00
3000214838	09/07/2023	P G & E	01-5520	ULTILITIES	174.76	159.84
3000214839	09/07/2023	THE CLUB FOR FITNESS	01-5801	SWIM LESSIONS	207.87	1,625.00
3000214840	09/07/2023	VALLEY PACIFIC PETROLEUM	01-4364	FUEL	35.12	287.48
3000215722	09/14/2023	Johnson, Jacklyn D	01-4310	MATERIAL/SUPPLIES	472.70	957.67
3000216436	09/21/2023	Johnson, Jacklyn D	01-4310	MATERIALS/SUPPLIES	70.50	543.20
3000216437	09/21/2023	Muizelaar, Zoe T	01-4381	MAINTENANCE SUPPLIES	159.29	
3000217317	09/28/2023	Johnson, Jacklyn D	01-5801	FIELDTRIP	414.00	417.75
3000217318	09/28/2023	Muizelaar, Zoe T	01-4710	SCHOOL LUNCHES	472.70	
3000217319	09/28/2023	Revolving Cash Fund	01-5210	DUMP RUN	70.50	543.20
			01-4110	CURRICULUM	159.29	
			01-4312	SUBSCRIPTION	414.00	
			01-4381	MAINTENANCE	234.64	807.93
			01-4310	SCHOOL LUNCHES/MATERIAL-SUPPLIES	18.55	
			01-4710	SCHOOL LUNCHES/MATERIAL-SUPPLIES	356.38	374.93
			01-4310	BOOKS	49.42	
			01-5801	FIELDTRIP	88.65	
			01-5950	POSTAGE	9.56	147.63
<b>Total Number of Checks</b>					<b>12</b>	<b>9,619.13</b>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	12	9,619.13
	Total Number of Checks	12	9,619.13
	Less Unpaid Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>9,619.13</b>

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



**Quarterly Report on Williams Uniform Complaints  
(Education Code §35186)**

**Quarterly Reporting Period (please check one)**

- 1st Quarter 2023      January 1 through March 31, 2023
- 2nd Quarter 2023      April 1 through June 30, 2023
- 3rd Quarter 2023      July 1 through September 30, 2023
- 4th Quarter 2023      October 1 through December 31, 2023

**PLEASE CHECK THE BOX THAT APPLIES:**

- No complaints were filed** with any school in the district during the quarter indicated above.
- Yes, complaints were filed** with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Missassignment	0		
Facilities Conditions	0		
<b>TOTALS</b>	0		

Dr. Colby Smart, Interim Superintendent  
(Print Name of District Superintendent)

\_\_\_\_\_  
(Signature of District Superintendent)

Please return completed form to:  
 Jennifer Burger, School Support  
 Humboldt County Office of Education  
[jburger@hcoe.org](mailto:jburger@hcoe.org)  
 by:    Quarter 1 due:    04/15/2023  
       Quarter 2 due:    07/15/2023  
       Quarter 3 due:    10/15/2023  
       Quarter 4 due:    01/15/2024

**SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM:** 6.1

**DATE:** October 13, 2023

**SUBJECT**

Resolution of Sufficiency of Instructional Materials

**DEPARTMENT/PROGRAM**

Maple Creek Elementary School District

**ACTION REQUESTED**

The Board is being asked to review and discuss the sufficiency of instructional materials at Maple Creek School and finalize the Resolution of Sufficiency of Instructional Materials document.

**PREVIOUS STAFF/BOARD ACTION**

This is an annual item.

**BACKGROUND INFORMATION AND/OR STATEMENT OF NEED**

Instructional materials are defined in Ed Code 60010(h) as “all materials that are designed for use by pupils and their teachers as a learning resource and help pupils acquire facts, skills, or opinions or to develop cognitive processes. Instructional materials may be printed or non printed, and may include textbooks, technology-based materials, other educational materials, and tests.”

Sufficiency of instructional materials is defined in Ed Code 1240(c)(2)(B) to mean that each pupil has sufficient textbooks and instructional materials in the four core areas as defined by Section 60119. Ed Code 60119(c)(1) states that sufficient textbooks or instructional materials means “each pupil, including English Learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home.”

**FISCAL IMPLICATIONS**

None

**CONTACT PERSON(S)**

Colby Smart, Interim Superintendent, Maple Creek School  
707-601-8060 / [admin@maplecreekschool.org](mailto:admin@maplecreekschool.org)



**MAPLE CREEK ELEMENTARY SCHOOL DISTRICT  
RESOLUTION FOR SUFFICIENCY INSTRUCTIONAL MATERIALS  
2023-2024**

**Whereas**, the governing board of Maple Creek School District in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on October 13, 2023, at 9:30 AM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) 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 within the district that stated the time, place, and purpose of the hearing, and;

**Whereas**, the governing board encouraged participation by parents, teachers, and members of the community 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 materials were provided to all students, including English learners, in the district/county office of education, and;

**Whereas**, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

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

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program

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

**Therefore**, it is resolved that for the 2023-2024 school year, the Maple Creek School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

**PASSED AND ADOPTED** this 13th day of October, 2023 at a meeting, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

**Attest:**

Secretary, Board of Education \_\_\_\_\_

President, Board of Education \_\_\_\_\_

**Exhibit A**

Texts/Books

<b>Instructional Materials - English Language Arts (ELA) and Designated English Learner Designated (ELD)</b>				
Grade Level Tk-8 Insert rows as necessary	Teacher Name	Publisher	TITLE/ITEM DESCRIPTION	Pub Year
TK	N/A			
K	N/A	Hampton-Brown	National Geographic Learning	2011
1	N/A	Hampton-Brown	National Geographic Learning	2011
2	N/A	Hampton-Brown	National Geographic Learning	2011
3	Jacklyn Johnson	Hampton-Brown	National Geographic Learning	2011
4	Jacklyn Johnson	Hampton-Brown	National Geographic Learning	2011
5	N/A	Hampton-Brown	National Geographic Learning	2011
6	Jacklyn Johnson	Hampton-Brown	National Geographic Learning	2011
7	N/A			
8	N/A			
<b>Instructional Materials - Math</b>				
Grade Level Tk-8 Insert rows as necessary	Teacher Name	Publisher	TITLE/ITEM DESCRIPTION	Pub Year
TK	N/A			
K	N/A			
1	N/A	TPS Publishing	Creative Core Curriculum for Mathematics	2016
2	N/A	TPS Publishing	Creative Core Curriculum for Mathematics	2016
3	Jacklyn Johnson	TPS Publishing	Creative Core Curriculum for Mathematics	2016
4	Jacklyn Johnson	TPS Publishing	Creative Core Curriculum for Mathematics	2016
5	N/A	TPS Publishing	Creative Core Curriculum for Mathematics	2016
6	Jacklyn Johnson	TPS Publishing	Creative Core Curriculum for Mathematics	2016
7	N/A	TPS Publishing	Creative Core Curriculum for Mathematics	2016
8	N/A	TPS Publishing	Creative Core Curriculum for Mathematics	2016
<b>Instructional Materials - History/Social Studies</b>				

Grade Level Tk-8 Insert rows as necessary	Teacher Name	Publisher	TITLE/ITEM DESCRIPTION	Pub Year
TK				
K	N/A	Teacher Created Materials		2018
1	N/A	Teacher Created Materials		2018
2	N/A	Teacher Created Materials		2018
3	Jacklyn Johnson	Teacher Created Materials	Exploring Social Studies California Edition	2018
4	Jacklyn Johnson	Teacher Created Materials	Exploring Social Studies California Edition	2018
5	N/A			
6	Jacklyn Johnson	National Geographic	Exploring Social Studies California Edition	2018
7	N/A	National Geographic	World History: Ancient Civilizations	2018
8	N/A	National Geographic	American Stories	2018
<b>Instructional Materials - Science</b>				
Grade Level Tk-8 Insert rows as necessary	Teacher Name	Publisher	TITLE/ITEM DESCRIPTION	Pub Year
TK				
K	N/A	Twig Educator, Inc.	twigScience	2020
1	N/A	Twig Education, Inc.	twigScience	2020
2	N/A	Twig Education, Inc.	twigScience	2020
3	Jacklyn Johnson	Twig Education, Inc.	twigScience	2020
4	Jacklyn Johnson	Twig Education, Inc.	twigScience	2020
5	N/A	Twig Education, Inc.	twigScience	2020
6	Jacklyn Johnson	Focus on Physical, Life, and Earth Sciences	McDougal Littel	2007
7	N/A	Focus on Physical, Life, and Earth Sciences	McDougal Littel	2007
8	N/A	Focus on Physical, Life, and Earth Sciences	McDougal Littel	2007

**Exhibit B**

**Current California K–12 Content Standards, Curriculum Frameworks, and K–8 Instructional Materials Adoptions**

- Content Standards development is initiated by special legislative direction.
- Curriculum Framework development is initiated by specific legislative funding. Each Framework includes a chapter for the evaluation criteria of corresponding instructional materials.
- Instructional materials adoption timelines are set by the State Board of Education and often follow the completion and adoption of the corresponding Curriculum Framework and/or the adopted evaluation criteria for adopting instructional materials in the content area.

**Below is the most recent adoption information for each content area**

<b>SUBJECT</b>	<b>LATEST CONTENT STANDARDS ADOPTION DATE</b>	<b>LATEST CURRICULUM FRAMEWORK ADOPTION DATE</b>	<b>LATEST INSTRUCTIONAL MATERIALS ADOPTION DATE</b>
Arts Education <a href="https://www.cde.ca.gov/ci/vp/">https://www.cde.ca.gov/ci/vp/</a>	2019	2020	2021
Career Technical Education <a href="https://www.cde.ca.gov/ci/ct/">https://www.cde.ca.gov/ci/ct/</a>	2013	2007	There are no SBE-adopted instructional materials for CTE.
Computer Science <a href="https://www.cde.ca.gov/be/st/ss/computerscointentstds.asp">https://www.cde.ca.gov/be/st/ss/computerscointentstds.asp</a>	2018	There is no authorization for a computer science curriculum framework.	There are no SBE-adopted instructional materials for computer science.
English Language Arts/ English Language Development <a href="https://www.cde.ca.gov/ci/rl/">https://www.cde.ca.gov/ci/rl/</a>	2010	2014	2015
Health Education <a href="https://www.cde.ca.gov/ci/he/">https://www.cde.ca.gov/ci/he/</a>	2008	2019	2004 (The scheduled 2020 instructional materials adoption)

			was canceled by the SBE)
History–Social Science <a href="https://www.cde.ca.gov/ci/hs/">https://www.cde.ca.gov/ci/hs/</a>	1998	2016	2017
Mathematics <a href="https://www.cde.ca.gov/ci/ma/">https://www.cde.ca.gov/ci/ma/</a>	2010	2013	2014
Model School Library <a href="https://www.cde.ca.gov/ci/cr/lb/schoollibstnds2017.asp">https://www.cde.ca.gov/ci/cr/lb/schoollibstnds2017.asp</a>	2010	There is no authorization for a model school library curriculum framework.	There are no SBE-adopted instructional materials for model school library.
Physical Education <a href="https://www.cde.ca.gov/ci/pe/">https://www.cde.ca.gov/ci/pe/</a>	2005	2008	There are no SBE-adopted instructional materials for physical education.
Science <a href="https://www.cde.ca.gov/ci/sc/">https://www.cde.ca.gov/ci/sc/</a>	2013	2016	2018
World Languages <a href="https://www.cde.ca.gov/ci/fl/">https://www.cde.ca.gov/ci/fl/</a>	2019	2020	2021

**SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM: 6.2

DATE: October 13-2023

**SUBJECT**

Delegation of District Representative for County Committee on School District Organization

**DEPARTMENT/PROGRAM**

Maple Creek Elementary School District

**ACTION REQUESTED**

The Board is being asked to select one board member to serve on a delegation that will then elect members of the County Committee.

**PREVIOUS STAFF/BOARD ACTION**

This is an annual item.

**BACKGROUND INFORMATION AND/OR STATEMENT OF NEED**

The Humboldt County Committee on School District Organization is composed of eleven members, two for each of the Supervisorial Areas and one member at large. The County Committee responds to petitions for school district reorganization, including unifications, formations, dissolutions, lapsations, annexations, and boundary alterations. Additionally, the County Committee has the power to establish trustee areas, rearrange the boundaries of trustee areas, abolish trustee areas, adopt one of the alternative methods of electing governing board members, and increase or decrease the number of members of the governing board in any school district or community college district.

The selection of County Committee members is a two step process. The first step is for school district governing boards to take action to select one board member to serve on a delegation that will then elect members of the County Committee. The second step is for the County Superintendent to convene a meeting of the delegation that will elect County Committee members to vacant positions, or to positions that have expired terms.

**FISCAL IMPLICATIONS**

None

**CONTACT PERSON(S)**

Colby Smart, Interim Superintendent, Maple Creek School  
707-601-8060 / [admin@maplecreekschool.org](mailto:admin@maplecreekschool.org)

September 15, 2023

TO: District Superintendents  
FROM: Michael Davies-Hughes, Humboldt County Superintendent of Schools  
SUBJECT: Election of County Committee on School District Organization Members

The Humboldt County Committee on School District Organization is composed of eleven members, two for each of the Supervisorial Areas and one member at large. The County Committee responds to petitions for school district reorganization, including unifications, formations, dissolutions, lapsations, annexations, and boundary alterations. Additionally, the County Committee has the power to establish trustee areas, rearrange the boundaries of trustee areas, abolish trustee areas, adopt one of the alternative methods of electing governing board members, and increase or decrease the number of members of the governing board in any school district or community college district.

There are vacant positions in Supervisorial Areas 2 and 4, as well as terms ending for a member in Supervisorial Area 1. Supervisorial Areas may be found at this link:

<https://humboldt.gov/167/Board-of-Supervisors> Members of the County Committee are elected by representatives of each district board during an annual meeting held between October 1 and December 1. This year the meeting will be held on November 6 at 5:30 PM in the Annex Conference Room. In order to ensure each district representative is able to participate in the election process, we will provide the option of voting by absentee ballot.

The selection of County Committee members is a two step process. The first step is for school district governing boards to take action to select one board member to serve on a delegation that will then elect members of the County Committee. The second step is for the County Superintendent to convene a meeting of the delegation that will elect County Committee members to vacant positions, or to positions that have expired terms.

Members of school district governing boards may serve concurrently as a school district trustee and County Committee member. No county superintendent of schools, employee of the office of a county superintendent of schools, employee of a school district, or employee of a community college district shall be a member of the County Committee.

During your October board meeting, please select one board member as a representative to serve on the delegation that will elect members of the County Committee. We ask that you provide the name and contact information of your delegate representative to Natalie Carrigan via email at [ncarrigan@hcoe.org](mailto:ncarrigan@hcoe.org).

Thank you for your prompt attention to this matter.

Sincerely,



Michael Davies-Hughes, Humboldt County Superintendent of Schools



## Humboldt County Committee on School District Organization - Quick Reference Guide

### Composition of the County Committee

- Eleven County Committee Members Total
  - Two for each of the Supervisorial Areas
  - One member at large

### Primary Responsibilities of the County Committee

- Responds to petitions for school district reorganization
- Establish trustee areas, rearrange the boundaries of trustee areas, abolish trustee areas
- Adopt one of the alternative methods of electing governing board members
- Increase or decrease the number of members of the governing board in any school district or community college district

### Duties of District Governing Boards - Step 1

- Annually select one governing board member to serve as a representative on the delegation that will in turn, elect County Committee members
- District Governing Boards must take action to select a representative during their October board meeting (EC 4002, 4003, 4005, 35023, 72403)
- Notify the County Superintendent of Schools, or designee, of the representative, once selected

### Duties of County Superintendent and Delegation of District Board Representatives - Step 2

- Between October 1 and December 1 of each year, the County Superintendent will convene a meeting of the delegation. The purpose of the meeting is to elect County Committee members to vacant positions or to positions that have expired terms. This year, the meeting is scheduled for November 6, 2023
- Each district representative must attend the meeting to elect members to the County Committee, or submit their vote via absentee ballot

Find additional information regarding County Committees here:

<https://www.cde.ca.gov/re/lr/do/sdohandbook.asp>

**SUPERINTENDENT'S RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM:** 6.3

**DATE:** October 13-2023

**SUBJECT**

Transportation Services Agreement with Northern Humboldt Union High School District for 2023-24

**DEPARTMENT/PROGRAM**

Maple Creek Elementary School District

**ACTION REQUESTED**

The Board is being asked to receive and possible approval of Transportation Services Agreement with Northern Humboldt Union High School District for 23-24.

**PREVIOUS STAFF/BOARD ACTION**

This is a renewal agreement between Northern Humboldt and Maple Creek. It is approved annually.

**BACKGROUND INFORMATION AND/OR STATEMENT OF NEED**

Northern Humboldt Union High School District offers an array of services related to transportation needs of districts. The attached agreement is for Maintenance and Fuel Services.

**FISCAL IMPLICATIONS**

Cost is variable and dependent upon the utilization of services noted in the agreement.

**CONTACT PERSON(S)**

Colby Smart, Interim Superintendent, Maple Creek School  
707-601-8060 / [admin@maplecreekschool.org](mailto:admin@maplecreekschool.org)

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT  
TRANSPORTATION SERVICES AGREEMENT  
2023-2024 SCHOOL YEAR**

THIS AGREEMENT is made and entered into by and between the MAPLE CREEK SCHOOL DISTRICT (MCSD) at its Board of Trustees meeting on, \_\_\_\_\_, and the NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT (NHUHSD), at its Board of Trustees meeting on August 15, 2023.

(MCSD) and NHUHSD hereby agree as follows:

1. **Description of Services:** NHUHSD agrees to provide the following services to (MCSD): (Mark with a "X" all that apply and NA for those that don't apply)

N/A I. Regular Home-to-School Transportation - N/A currently due to driver shortage

       II. Field Trips (Services provided based on availability of drivers.)

N/A III. Special Education Transportation Services (Services provided based on availability of drivers.)

  X   IV. Maintenance Service

  X   V. Fuel Agreement

       VI. Bus Storage

2. **Term of Agreement:**

The term of this Agreement shall be from July 1, 2023, to June 30, 2024.

3. **Use of Facilities:**

NHUHSD will provide the Facilities (and any associated equipment) for use by (MCSD) subject to the terms and conditions of this Agreement. (MCSD) and its employees may use the Facilities subject to the terms and conditions of this Agreement.

4. **Modifications:**

This Agreement may be modified or amended in writing without additional consideration at any time by mutual consent of the parties.

5. **Applicable Law and Venue:**

This Agreement will be governed by the law of the State of California and venue shall be in the Superior Court of Humboldt County and no other place. Every provision or clause required by law to be inserted in this Agreement shall be deemed to be inserted and the Agreement shall be read and enforced as though it were included. If for any reason such provision is not inserted, or is not correctly stated, then upon application of either party, the changes shall be made by amendment to this Agreement which is acceptable to both parties.

6. **Execution in Counterparts:**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

7. **Authorization:**

Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

8. **No Third Part Beneficiaries:**

Nothing in this Agreement shall be construed to create any duty or any liability to any person or entity not at party to this Agreement.

9. **Additional Conditions:**

- A. While providing services under this Agreement, **NHUHSD** is an independent contractor and not an officer, agent, or employee of **(MCSD)**. **NHUHSD** shall not perform any services otherwise provided for under this Agreement if specifically not requested to do so by **(MCSD)**, nor interfere with the policy-making functions of **(MCSD)** unless expressly requested to do so. The parties also understand that some of the services to be performed under this Agreement may require additional express written authorization from **(MCSD)** and will not be performed unless and until such authorization is given.
- B. **NHUHSD** shall hold harmless, defend and indemnify **(MCSD)** from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property to the extent that such is caused by, or results from, the negligence or misconduct of **NHUHSD** or its officers, agents, or employees or others under its control. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- C. **(MCSD)** shall hold harmless, defend and indemnify **NHUHSD** from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property to the extent that such is caused by, or results from, the negligence or misconduct of **(MCSD)** or its officers, agents, or employees or others under its control. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- D. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice. Any notice of termination shall be transmitted via hand delivery, facsimile or U.S. mail.

10. **Scope of Work and Compensation:**

As full compensation for all services contemplated by this Agreement, **NHUHSD** shall receive the following from **(MCSD)**: **(Mark with a "X" all that apply and NA for those that don't apply as in 1 above)**

N/A I. Regular Home-to-School Transportation (N/A currently due to driver shortage):

NHUHSD will provide home-to-school transportation of Regular Education students of the (MCSD).

Bus Charges Fiscal Year \$ \_\_\_\_\_  
\$4.25 per mile and \$55.33 per hour for driver.  
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2023.

     II. Field Trips:

NHUHSD will provide transportation of students for field trips and/or other extra-curricular activities of the (MCSD). The availability of field trips may be limited depending on the availability of drivers.

Bus Charges \$4.25 per mile and \$55.33 per hour for driver.  
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2023.

Van Charges IRS rate plus 20% plus a \$35 fee per van per rental. NHUHSD driver may be requested at \$55.33 per hour.

N/A III. Special Education Transportation Services: (N/A currently due to driver shortage):

NHUHSD will provide transportation of Special Education students of the (MCSD).

Apportionment for Special Education Transportation and excess costs at a rate of \$N/A per mile. The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2023.

In the event that it is impossible to transport a student with disabilities due to medical needs, safety issues for the student or passengers, availability of drivers, or other unforeseen circumstances, alternative transportation may need to be secured. Alternative transportation will be discussed with (MCSD) to determine the best solution available. If the best solution of alternative transportation is provided by NHUHSD and creates an additional expense, the additional expense will be covered by (MCSD).

X IV. Maintenance Service:

NHUHSD shall provide maintenance services to (MCSD) vehicles, as requested. These services include, but are not limited to preventive maintenance services, smog inspections, repairs, and safety checks.

The service rate is \$100.00\* per hour per mechanic billed in quarter hour increments. Parts are charged at the cost plus 8% for handling fees and indirect costs. Emergency road call

service requiring time outside of regular business hours, 7:30 AM to 4:30 PM, will be charged time and one-half, \$150.00\* per hour mechanic billed in quarter hour increments.

X **V. Fuel Agreement:**

NHUHSD shall provide renewable diesel fuel for (MCSD) vehicles.

Costs will be calculated based on the current bulk rate price charged to NHUHSD plus 20% per gallon handling fee. All fuel use reports are the responsibility of (MCSD)

       **VI. Bus Storage:**

NHUHSD will provide the facilities for storage for (MCSD) vehicles based on available space.

The storage rate is \$100.00 per month per vehicle for a bus.  
The storage rate is \$50.00 per month per vehicle for a van.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the days and year first written above.

FOR:

**MAPLE CREEK SCHOOL DISTRICT**

\_\_\_\_\_  
**Rama Zarcufsky, President, Board of Trustees**

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

\_\_\_\_\_  
**Dr. Colby Smart, Interim Superintendent**

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

FOR:

**NORTHERN HUMBOLDT UNION HSD**

\_\_\_\_\_  
**Theresa Grosjean, President, Board of Trustees**

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

\_\_\_\_\_  
**Roger Macdonald, Superintendent**

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

**MAPLE CREEK ELEMENTARY SCHOOL  
OCTOBER 13, 2023  
BOARD OF TRUSTEES MEETING**

**7.0 INFORMATION/DISCUSSION/ACTION ITEMS**

7.1 Attachments - Discussion Regarding Possible Waiver

- Education Code 35780 (a) Article 5. Lapsation
- SCLS Memorandum Regarding Lapsation Process

7.2 No Attachment

Discussion Regarding Outdoor Learning and Science Curriculum

7.3 No Attachment

Superintendent's Report



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## EDUCATION CODE - EDC

**TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 65001]** ( Title 2 enacted by Stats. 1976, Ch. 1010. )

**DIVISION 3. LOCAL ADMINISTRATION [35000 - 45500]** ( Division 3 enacted by Stats. 1976, Ch. 1010. )

**PART 21. LOCAL EDUCATIONAL AGENCIES [35000 - 35787]** ( Part 21 enacted by Stats. 1976, Ch. 1010. )

**CHAPTER 4. Reorganization of School Districts [35700 - 35787]** ( Chapter 4 added by Stats. 1980, Ch. 1192, Sec. 3. )

**ARTICLE 5. Lapsation [35780 - 35787]** ( Article 5 added by Stats. 1980, Ch. 1192, Sec. 3. )

(a) A school district that has been organized for more than three years shall be lapsed as provided in this article <sup>35780</sup>if the number of registered electors in the school district is less than six or if the average daily attendance of pupils in the school or schools maintained by the school district is less than six in kindergarten and grades 1 to 8, inclusive, or is less than 11 in grades 9 to 12, inclusive. The county board of education may defer the lapsation of the school district for one year upon adoption of a resolution approved by a majority of the members of the governing board of the school district and written concurrence of the county superintendent of schools.

(b) For a new district that has been unable to provide the school facilities necessary for instructional services by employees of the school district to all of the pupils who are residents of the school district after five years from the date that the reorganization became effective, the county committee on school district organization, upon direction from the state board, shall initiate lapsation procedures pursuant to Section 35783 or revert the reorganized district to its original status.

(c) A school district may also be lapsed when there are no school facilities or sites on which to maintain any school in the school district.

(d) A school district may also be lapsed upon adoption of a resolution approved by a majority of the members of the governing board of the school district and written concurrence of the county superintendent of schools.

(Amended by Stats. 2022, Ch. 52, Sec. 13. (AB 181) Effective June 30, 2022.)

For purposes of this article, the following terms have the following meanings:

35780.1.

(a) "Lapse" means dissolving a school district and annexing the entire territory of that school district to one or more adjoining school districts.

(b) "Lapsation" means an action to lapse as defined by this section.

(Amended by Stats. 2016, Ch. 186, Sec. 36. (AB 2659) Effective January 1, 2017.)

The attendance of pupils residing in a unified district in high schools in an adjoining state pursuant to Section <sup>35781</sup>44618 or Article 1 (commencing with Section 2000) of Chapter 7 of Part 2, shall be deemed for the purposes of this article to be in high schools established and maintained by the unified district.

(Repealed and added by Stats. 1980, Ch. 1192, Sec. 3.)

Within 45 days before the close of each school year, the county committee shall conduct a public hearing on the <sup>35782</sup>issues specified in Section 35780. Notice of the public hearing shall be given at least 10 days in advance of the hearing to each member of the governing board of the lapsed district immediately before its lapsation, to each of the governing boards that adjoin the lapsed district, and to the high school district of which the lapsed elementary district is a component.

(Amended by Stats. 2014, Ch. 327, Sec. 6. (AB 1599) Effective January 1, 2015.)

After the hearing, and at least 30 days before the end of the school year, the county committee shall order the <sup>35783</sup>territory annexed to one or more adjoining districts as seems to the county committee to be in the best interest of the adjoining districts and the residents of the lapsed district.

(Amended by Stats. 2014, Ch. 327, Sec. 7. (AB 1599) Effective January 1, 2015.)



If the county committee orders the territory of a lapsed district annexed to more than one adjoining district, it <sup>35784</sup>may provide for such a division of the funds, property, and obligations of the lapsed district as it deems most equitable in the circumstances. If no division is provided for by the committee, the general provisions of Article 7 (commencing with Section 35560) of Chapter 3 shall apply to the division of funds, property, and obligations of the lapsed district.

*(Added by Stats. 1980, Ch. 1192, Sec. 3.)*

Following the order of the county committee, the county superintendent of schools shall give notice of the board <sup>35785</sup>action to the county board of supervisors and to the State Board of Education.

*(Added by Stats. 1980, Ch. 1192, Sec. 3.)*

An order of a county committee attaching the territory of a lapsed school district to one or more adjoining school <sup>35786</sup>districts shall be effective for all purposes on the July 1 after date of the order. Notwithstanding Section 35534, the effective date of the order is not subject to compliance with Section 54900 of the Government Code.

Compliance with Section 54900 of the Government Code is required by December 1 of the year in which the order is made.

*(Amended by Stats. 2014, Ch. 327, Sec. 8. (AB 1599) Effective January 1, 2015.)*

Except as otherwise provided in this article, an action to lapse a school district is subject to the provisions of <sup>35787</sup>Chapter 3 (commencing with Section 35500), and the county committee may add to its order to lapse a school district, pursuant to Section 35783, appropriate provisions specified in Article 3 (commencing with Section 35730).

*(Amended by Stats. 2012, Ch. 589, Sec. 3. (AB 2662) Effective January 1, 2013.)*



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Frank Zotter, Jr.

*Of Counsel*  
Robert J. Henry  
Laura J. O'Neill

**MEMORANDUM**

**To: Michael Davies-Hughes, Superintendent of Schools  
Hon. Board of Trustees, Maple Creek Elementary School District  
Hon. Board of Trustees, Kneeland Elementary School District**

**From: Frank Zotter Jr.  
Sr. Associate General Counsel**

**Date: September 7, 2023**

**Re: Lapsation Process**

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On September 11, the two Boards of Trustees identified above will conduct a joint special meeting to discuss issues common to both boards. One topic on the proposed agenda is consolidation of the two districts. The other is the possible lapsation of the Maple Creek Elementary School District, which will occur next spring if a waiver of lapsation is not obtained from the California State Board of Education. Maple Creek applied for such a waiver in October, 2022, and the State Board granted it through the 2023-24 school year.

This memorandum is intended to briefly summarize the lapsation process and how it would affect Maple Creek.

**Lapsation of School Districts**

Lapsation is provided for under California law as a way to deal with school districts whose student population, or whose adult population of registered voters, falls below certain thresholds. The term "lapsation" of a school district is defined by Education Code § 35780.1 to mean, "dissolving a school district and annexing the entire territory of that school district to one or more adjoining school districts." Sections 35780-35787 provide for the lapsation process.

The primary statute is Education Code § 35780, which provides as follows:

- (a) A school district that has been organized for more than three years shall be lapsed as provided in this article if the number of registered electors in the school district is less than six or if the average daily attendance of pupils in the school or schools maintained by the school district is less than six in kindergarten and grades 1 to 8, inclusive, or is



Supt. Davies-Hughes  
Hon. Board of Trustees, Maple Creek  
Hon. Board of Trustees, Kneeland  
September 7, 2023  
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less than 11 in grades 9 to 12, inclusive. The county board of education may defer the lapsation of the school district for one year upon adoption of a resolution approved by a majority of the members of the governing board of the school district and written concurrence of the county superintendent of schools.

(b) For a new district that has been unable to provide the school facilities necessary for instructional services by employees of the school district to all of the pupils who are residents of the school district after five years from the date that the reorganization became effective, the county committee on school district organization, upon direction from the state board, shall initiate lapsation procedures pursuant to Section 35783 or revert the reorganized district to its original status.

(c) A school district may also be lapsed when there are no school facilities or sites on which to maintain any school in the school district.

(d) A school district may also be lapsed upon adoption of a resolution approved by a majority of the members of the governing board of the school district and written concurrence of the county superintendent of schools.

That last subdivision, whereby a district can be lapsed essentially upon request, and with the concurrence of the county superintendent, was just added by the Legislature in 2022—essentially to permit an expedited process without waiting for lapsation at the end of the school year by the County Committee as provided elsewhere in the statutes.

#### The Lapsation Process

The process for lapsation is set forth in Education Code §§ 35782-35787, as follows:

1. County Committee Hearing: When a district falls below either the average daily attendance or district population thresholds under the statute, the county committee on school district organization conducts a public hearing within 45 days of the end of the school year.
2. Notice of Hearing: Notice of the hearing must be provided to each member of the lapsed district's governing board at least 10 days in advance of the hearing. Notice must also be given to the governing boards of the districts that adjoin the lapsed district and the high school district that serves a lapsed elementary district. The Education Code does not specify a location for the hearing nor a format or formal findings to be used in the proceeding.
3. No Discretion Not to Lapse: If a district falls below the minimum numbers listed in § 35780 (fewer than 6 students in grades 1-8, fewer than 11 students in grades 9-12), the county committee has no discretion whether to dissolve the district; barring another waiver from the State Board, lapsation at that point is mandatory. It does have discretion



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over how the territory and property of the lapsed district is distributed between the adjoining districts.

4. County Committee Annexation Decision: After the hearing, and at least 30 days before the end of the school year, the county committee shall order the annexation of the lapsed district territory to one or more of the adjoining districts. The county committee makes this determination "as seems . . . to be in the best interests of the adjoining districts and the residents of the lapsed district." (Education Code § 35783.)

5. County Committee Division of Assets: If the county committee orders the annexation of the lapsed district's territory to be divided among more than one adjoining district, the county committee may provide for the division of the lapsed district's funds, properties, and obligations amongst those districts as it deems "most equitable in the circumstances." If all territory is annexed to one district, then all assets would go to that district. (Education Code § 35784.)

a. Committee Failure to Act: If the county committee fails to act, the division of assets and liabilities of the lapsed district follows the Reorganization of School Districts chapter of Education Code § 35560 et. seq., which gives real property and personal property to the district where the real property is located, and all other property, funds, or obligations are divided proportionally among the districts in which the lapsed district is included.

b. Best practice: In preparation for the county committee review, a list of assets, property, funds, and obligations should be compiled by the lapsing district.

6. Notice to the County and State: Once the county committee makes its order to dissolve the district, the county superintendent must give notice to the county board of supervisors and the State Board of Education. (Education Code § 35785.)

7. Effective Date: The transfer of territory becomes effective on July 1 after the date of the county committee's order. (Education Code § 35786.) The governing board of the lapsed district continues to function with all of its powers and duties until the reorganization is "complete" and "effective." (Education Code § 35533.)

8. Employment Issues: Education Code §§ 35555-35559 addresses employment *issues of individuals* employed in the district to be lapsed. Rights of employees are different depending on the employment status (probationary; certificated, classified) for the relevant staff and job duties. In general, though, when a district is reorganized through any process (unification, de-unification, etc.) the legislative policy appears to be that, at least for permanent employees, the transition should be as seamless as possible from the employees' point of view.



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### Waiver Option

Despite the mandatory language of Education Code § 35780, a district near lapsation may seek a waiver from the lapsation provisions of the Education Code from the State Board of Education. As noted above, Maple Creek is currently operating under such a waiver, which runs through the current school years. The typical basis cited in seeking a waiver is that the district anticipates having six or more students in future years based on the number of pre-TK or kindergarten-age students living in the district. Geographical hardship or uniqueness is another basis to seek a waiver.

### Differing High School Districts

One final issue is that, if the practical effect of lapsation would be to combine the territory of the Kneeland and Maple Creek Elementary Districts, this could potentially create a problem under Education Code §§ 35540 and 35541. Those two statutes provide as follows:

Sec. 35540: The boundaries of each high school district and unified school district shall be coextensive with the boundaries of the component districts, as defined in Section 35515, included within it.

Sec. 35541: When the boundaries of a district which is a component of a high school district or a unified school district, as defined in Section 35515, are for any cause changed to include territory in, or to exclude from, the district, the territory added to, or removed from, the district shall, at the same time, be included in, or excluded from, the high school district or unified school district.

These two statutes apply to “regular” reorganizations, including voluntary district consolidation and territory transfers. Combining the two elementary districts here, at least initially, presents a problem because Kneeland is within the territory of the Eureka City Schools, while Maple Creek is within the territory of Northern Humboldt Union High School District. Neither of those districts will want to lose territory as a result of either the reorganization of the two districts, nor of the lapsation of Maple Creek.

Nevertheless, given the inflexibility of the lapsation statutes, lapsation of the two districts, would appear to avoid those statutes and permit annexation of Maple Creek District into Kneeland (if that is the County Committee’s decision) despite §§ 35540 and 35541. The lapsation process would effect a de facto territory transfer of the affected high school district’s territory as well.

I will be present (virtually) at the September 11 meeting to respond to any questions.

FZ: