

**Eureka City Schools | Board of Education**  
District Office - 2100 J Street - Eureka, CA 95501  
(Room 116)

**Regular Meeting**  
6:30 PM  
**November 18, 2021**  
**MINUTES**

**A. CALL TO ORDER OF OPEN SESSION**

President Ollivier called the open session to order at 5:16 p.m.

Members Present: Ollivier, Fernandez, Duncan, Taplin

Members Absent: Johnson

Staff Present: Van Vleck, Will, Leonard, Storts, Harris

**B. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

Byron Zinselmeir provided public comment to the Board and made a proposal for future bargaining sessions. For future negotiations, he asked the District to sideline the District's lawyer, as the lawyer does not have a vested commitment in the schools and community. The next bargaining cycle is only two years away and ETA would like to make this proposal early, in order to move negotiations in a positive direction.

**C. CLOSED SESSION (Closed to Public) (Room 118)**

President Ollivier moved the meeting to closed session to discuss closed session Items C(1) through C(6).

- (1) Employee Discipline, Dismissal, Release, Accept the Resignation of a Public Employee (GC § 54957)
- (2) Public Employee Performance Evaluation (Gov. Code §54957) Title: Superintendent
- (3) Public Employee Appointment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. K(16)
- (4) Public Employment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. K(16)
- (5) Public Employee Performance Evaluation (Gov. Code §54957) Title: Superintendent
- (6) Conference with Labor Negotiator Superintendent Van Vleck Regarding Eureka Teachers Association, Classified White and Blue Collar Units, and/or Unrepresented Employees (Confidential and Classified and Certificated Management) (GC § 54957.6)

**D. RECONVENING OF OPEN SESSION (Room 116)**

President Ollivier reconvened the meeting at 6:30 p.m.

Members Present: Ollivier, Fernandez, Duncan, Taplin, Watson

Members Absent: Johnson

Staff Present: Van Vleck, Will, Leonard, Storts, Harris

**E. REPORT OUT FROM CLOSED SESSION**

During Closed Session the Board took action to approve the Shared Services Agreement between ECS and South Bay USD. Governing Board: yes 4, noes 0, absent 1 (Johnson). Motion carried. The Shared Services Agreement will be attached to the final Board meeting minutes.

**F. PLEDGE OF ALLEGIANCE TO THE FLAG – Zane Middle School**

Leadership students and ASB Officers from Zane Middle School led the Board in the pledge of allegiance and presented on site activities.

**G. ADJUSTMENTS TO THE AGENDA**

(7) Approval of the Agenda

No adjustments to the Agenda.

It was M/S by Duncan/Taplin to approve the Agenda. Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 4, noes 0, absent 1 (Johnson). Motion carried.

**H. INFORMATION**

(8) Student Reports – No student reports.

(9) Superintendent's Report – Van Vleck introduced Gary Storts, the new Assistant Superintendent of Educational Services. He welcomed Gary to the District and provided information on the Shared Services Agreement. Van Vleck will now be acting as the Superintendent for South Bay, which includes Pine Hill, South Bay, and two charter schools. This was not a hostile takeover by ECS and Van Vleck will not be taking on all the duties previously held by Storts, as there is an entire team at ECS.

(10) Board Members' Reports

Watson welcomed Mr. Storts and notes she previously attended South Bay. She is impressed with South Bay and is excited to see the Districts working together. She has been working a lot with the clubs at EHS, revising the sketches, etc.

Taplin welcomed Storts to the team.

Ollivier also welcomed Storts. She recently attended the FFA meeting and there will be a drive-through dinner from 6:00-8:00 pm on December 2<sup>nd</sup>. She urged people to support EHS and the FFA program. She also attended a Delegate Assembly meeting and there are some exciting updates ahead. She reviewed recent legislation involving CSBA.

Fernandez participated in a site visit to Alice Birney and was excited to witness the wonderful work being done. It was great to see the staff and interact with the students. He also enjoyed watching the EHS Play “She Kills Monster” which was done really well. He also attended the Region 1 Meeting with CSBA.

Duncan congratulated Storts on his new position within ECS. He acknowledged the workload being taken on by ECS staff and thanked everyone. He enjoyed watching the girls soccer team win the championship. He also attended the HDNL meeting relating to refs wearing masks and is glad they came to an agreement.

#### **I. PUBLIC COMMENT ON NON-AGENDA ITEMS**

BJ Newton provided public comment to the Board and asked if the District has figured out an alternative to students having to sit outside for the meals. Van Vleck notes John Leonard, Director of Student Services, will contact her to answer any questions.

Danielle Jenkins also expressed concerns regarding students eating outside on the ground. She asked the Board what she can do to address this. Van Vleck notes John Leonard, Director of Student Services, will also contact her about her concerns and provide information on plans.

#### **J. CONSENT CALENDAR**

It was M/S by Taplin/Duncan to approve the following Consent Calendar items:

- (11) Approval of October 2021 Warrants  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (12) Approval of the Memorandum of Understanding (MOU) Between College of the Redwoods and Eureka City Schools  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (13) Approval of Notice of Scheduling of Organizational Meeting on December 9, 2021  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent

- (14) Approval of Field Trip Requests: Various Field Trips - Eureka High School - Winter Sports (2021-22)  
Referred to the Board by:  
Renaë Will, Director of Personnel Services and Public Affairs
- (15) Approval of Policy Updates from CSBA - June 2021  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (16) Approval of Personnel Action Report No. 6  
Referred to the Board by:  
Renaë Will, Director of Personnel Services and Public Affairs
- (17) Approval and Receipt of Grant Award Notice: 2021-22 Agricultural Career Technical Education Incentive Grant  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (18) Acceptance of the Williams Visit Report  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (19) Approval of the Memorandum of Understanding (MOU) Between Humboldt County Office of Education as LEA for the Transition Partnership Program Consortium and ECS  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (20) Approval of the Memorandum of Understanding (MOU) Between Big Brothers Big Sisters of the North Coast and Eureka City Schools  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (21) Approval of Minutes from the Regular Meeting on October 28, 2021  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (22) Approval of the Memorandum of Understanding (MOU) between the Humboldt County Office of Education and Eureka City Schools for Differentiated Assistance Plan  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (23) Approval of Grant Intent to Apply: AB 841 Funding, Indoor Air Quality Engineering Services  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 4, noes 0, absent 1 (Johnson). Motion carried.

**K. DISCUSSION/ACTION**

- (24) Revised Mural Criteria and Parameters for Murals in Eureka City Schools  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent

Van Vleck presented to the Board on the revised mural criteria and parameters for murals within ECS. There is a document attached to the agenda showing what was revised. Van Vleck notes how difficult it is to come up with guidelines on what is acceptable on a mural. He believes this belongs at the Board's level, not at the staff level. The Board has found it very difficult to put into a policy language to guide what is controversial vs not controversial, as such, it is staff's recommendation the District not allow murals.

Naomi Doherty provided public comment to the Board on this item. She notes she is working with Amaya on the mural project at EHS. Naomi was awarded a HAF grant on this project. She notes the goal of the project is to give underrepresented communities in Humboldt an artistic platform representing who they are and what they stand for. Various clubs at EHS are participating in this project. In addition to the HAF, there was also funding through the NAACP Chapter, who raised money for each artist. The project was also awarded funds through the Ink People in Eureka. Van Vleck clarified with Doherty the discussion is about a policy for murals in general, not a decision on one mural.

It was M/S by Duncan/Taplin to not allow new murals in Eureka City Schools.

Student Trustee Watson notes not allowing murals would be a poor decision, as there is more to murals than the controversy. Students put a lot of representation into mural which creates a student atmosphere. She further notes there are murals at Lafayette, Zane, and Alice Birney, those murals did not have to go through a Board approval process. She would like to know if this impacts past mural or future murals.

Trustee Fernandez notes concern with limiting the voice of the students. He is concerned with them not being allowed to express themselves creatively.

Watson states murals positively impact the school campus.

Student Board Representative: aye 0, no 1 (Watson), absent 0. Governing Board: ayes 3, noes 1 (Fernandez), absent 1 (Johnson). Motion carried.

President Ollivier notes she voted to not allow future murals, as it is clear at the last meeting that the Board was not able to come to an agreement. Student Board Member Watson notes frustration, as she feels the questions were answered in the revised proposals. She would like to see the District leave the decision about murals up to the schools.

- (25) Employment Contract for the Assistant Superintendent of Educational Services for 2021-2023  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent

The Board is asked to approve the employment contract for Gary Storts as the new Assistant Superintendent of Educational Services. This the same contract Michael Davies-Hughes was under, with a shorter term, as this is common for new administrators.

It was M/S by Taplin/Duncan to approve the Employment Contract for the Assistant Superintendent of Educational Services for 2021-2023. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 4, noes 0, absent 1 (Johnson). Motion carried.

- (26) Consideration of Interdistrict Attendance Agreement for the 2022-2023 School Year  
Referred to the Board by:  
John Leonard, Director of Student Services

Van Vleck presented to the Board on the interdistrict attendance agreement. This item has been brought to the Board before and the Board opted to take no action. However, open enrollment periods are starting to occur, so the Board needs to make a decision. By entering into the agreement, the Board would continue forward in a path they have taken before to allow students to leave/enter ECS through the agreement.

President Ollivier notes she hopes HCOE will uphold the contract everyone is entering into.

It was M/S by Duncan/Taplin to approve the Interdistrict Attendance Agreement for the 2022-2023 School Year. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 3, noes 1 (Fernandez), absent 1 (Johnson). Motion carried.

## L. **DISCUSSION**

- (27) Educator Effectiveness Block Grant Expenditure Plan  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

Van Vleck provided an update to the Board on the Educator Effectiveness Block Grant. The Board will approve the plan at the next meeting.  
President Ollivier notes these are the types of supports the students need.

**M. CLOSED SESSION**

Closed session did not continue.

**N. RECONVENING OF OPEN SESSION**

Not applicable. Closed session did not continue.

**O. REPORT OUT FROM CLOSED SESSION**

Not applicable. Closed session did not continue.

**P. INFORMATIONAL ONLY ITEMS**

(28) Information Only: December 2021 - Review of CDE Calendar of Events

(29) Review Only: Proposed Board Meeting Dates (2022) - Revised April 2022  
Date

**Q. ADJOURNMENT**

President Ollivier adjourned the meeting at 7:15 p.m.

Respectfully submitted,

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Fred Van Vleck, Ed.D.  
Secretary of the Board of Education

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Micalyn Harris, Recording Secretary

**South Bay Union School District and Eureka City Schools**  
**Agreement for Shared Services-Superintendent**

This Shared Services Agreement (“Agreement”) is made and entered into on November 10, 2021 by and between the Governing Board of South Bay Union School District ("District" or "Board"), Fred Van Vleck, Superintendent of Eureka City Schools (“Superintendent”) and Eureka City Schools, collectively referred to as the “Parties.”

1. **Term**

A period commencing on November 15, 2021 and terminating on June 30, 2022, subject to the terms and conditions set forth below.

2. **Duties**

- A. Superintendent shall serve as Chief Executive Officer and Secretary of the Governing Board pursuant to Education Code section 35031. The Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall perform the duties of District Superintendent as prescribed by the current federal and California laws and regulations, Board Policy, and District Regulations, and shall carry out the directions and policies of the Governing Board.
- B. Superintendent shall have all the powers and duties delegated to Superintendent by the Board and shall execute all powers and duties in accordance with Board policies and District regulations, and federal and California laws and regulations, including the rules and regulations of the State Board of Education.
- C. Superintendent shall be responsible for organizing, reorganizing, and arranging the staff of the District and making recommendations to the Board regarding all personnel matters, including selection, assignment and transfer, and dismissal of employees.
- D. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions brought to the Board's attention to the Superintendent for appropriate consideration and/or action.
- E. The Board and Superintendent shall annually discuss Superintendent-Board relationships. The Parties shall meet to establish District goals and objectives for the ensuing school year. As provided for in this Agreement, the Board shall annually review the performance of the Superintendent as it relates to the goals mutually determined by the Superintendent and the Board.

### 3. Evaluation

- A. The Board will provide a formal evaluation of the Superintendent's performance at least once annually, no later than March 30 of each year. Such evaluation shall be for the prior fiscal year. The Superintendent shall provide written notice to the Board each year regarding the formal evaluation process and its timeline. The Governing Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Governing Board. The Superintendent will be responsible for calendaring these evaluation sessions with the Board.
- B. The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for the annual evaluation. Such goals and objectives shall be established no later than the end of December for the first year and by the end of April each year thereafter. The goals shall be for the upcoming evaluation period. Evaluation criteria shall be provided by the Board and shall be directly related to the Board-adopted superintendent's job description, the position's general scope of responsibilities, and any professional growth needs identified by the Board. The Superintendent shall provide a report to the Board regarding his progress on meeting established goals prior to the end of the evaluation period.
- C. The Board President or his/her appointee shall have the responsibility of summarizing the Board's evaluation in writing and providing a copy thereof to the Superintendent. The Superintendent may provide written comments regarding the evaluation
- D. The failure to provide the Superintendent an annual evaluation prior to March 30 of each year shall thereby deem the performance of the Superintendent as satisfactory. Failure by the Governing Board to participate or to comply with the evaluation process shall not be a material breach of this Agreement.
- E. In the event the Governing Board determines the performance of the Superintendent to be satisfactory, the Governing Board shall so state in writing. An evaluation shall be deemed to be "satisfactory" if a majority of Governing Board members approve the satisfactory performance.
- F. If areas of concern are noted by the Governing Board in the evaluation, and in the event the Governing Board determines the performance of the Superintendent is less than satisfactory, the Governing Board shall describe, in writing, the unsatisfactory performance, including specific instances where appropriate. A proposed plan for improvement shall be provided to the Superintendent with the completed formal annual evaluation document.
- G. The Governing Board shall meet and consult with the Superintendent regarding the proposed plan prior to finalizing it.

- H. In addition to the formal annual evaluation process, the Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement.
- I. Any evaluation by the Board of the Superintendent's performance shall be conducted in closed session in accordance with the Brown Act.

#### 4. **Termination of Agreement**

- A. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the two Boards.
- B. Retirement or Death. This Agreement may be terminated at any time upon the Superintendent's retirement or death.
- C. Non-Renewal of Agreement by the District. Either Board may elect not to renew this Agreement by providing written notice to the other forty-five (45) days in advance of the expiration date of the term as stated in Term above. The Superintendent shall notify each President of the Board, in writing, ninety (90) days before expiration of the term of this Agreement that the Agreement will renew for an additional term if a notice is not given forty-five (45) days before expiration of this Agreement. The Superintendent's failure to provide the above-mentioned notice may be a material breach of a condition of this Agreement.
- D. Termination of this agreement for Cause. The Agreement may be terminated by the Board at any time for, but not limited to, breach of this Agreement, any ground enumerated in the Education Code or Board Policy, the Superintendent's unsatisfactory performance, the Superintendent's failure to perform his responsibilities, or for other conduct which is seriously prejudicial to the District. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the charges has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board in closed session, at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference shall not be conducted as an administrative evidentiary hearing and there shall be no use of witnesses. The Superintendent shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference with the Board shall be the Superintendent's exclusive right to any conference or hearing.
- E. Unilateral Termination. Superintendent may, at his option, unilaterally terminate this Agreement by giving ninety (90) days written notice that he will not fulfill the obligations of this Agreement and that he wishes to

be relieved of his contract for the remainder of the period of the Agreement.

- F. Disability. Upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to perform the essential functions of his position with or without reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon thirty (30) days written notice to the Superintendent.

## 5. General Provisions

- A. Governing Law. This Agreement, and the rights and obligations of the Parties shall be construed and enforced in accordance with the laws of the State of California. The venue for such enforcement shall be 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. Neither Board 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 Parties.
- E. Construction. The Parties shall be deemed to have participated equally in the preparation of this Agreement. The rule of construction that ambiguities are to be construed against the preparer shall not apply.
- F. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.
- 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. Severability. All agreements and covenants contained herein are severable in that in the event any of them shall be held invalid by any competent Court, the remaining portions of the Agreement shall continue in full force and effect.

**APPROVAL OF AGREEMENT**

PARTIES:

  
\_\_\_\_\_  
Gary Quintrell                      Date  
Board President  
South Bay Union School District

  
\_\_\_\_\_  
Fred Van Vleck, Ed.D.              Date  
Superintendent

  
\_\_\_\_\_  
Fred Van Vleck, Ed.D.              Date  
Secretary to the Board  
Eureka City Schools

DATE OF GOVERNING BOARD APPROVAL  
SOUTH BAY UNION SCHOOL DISTRICT: November 10, 2021