

**Eureka City Schools | Board of Education**

District Office - 2100 J Street - Eureka, CA 95501

Frances H. Taplin Board Room

**Regular Meeting**

6:30 PM

**October 6, 2022**

**MINUTES**

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

President Ollivier called the open session to order at 5:37 p.m.

Members Present: Duncan, Johnson, Ollivier, Fernandez, Rebholtz

Members Absent: None

Staff Present: Van Vleck, Ziegler, Storts, Will, Claussen, Harris

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

No public comment on closed session Items C(1) through C(6).

**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 Employment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. J(11)
- (3) Public Employee Appointment (Gov. Code §54957) - See Personnel Action Report Consent Agenda Item No. J(11)
- (4) 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)
- (5) Public Employee Performance Evaluation (Gov. Code §54957) Title: Superintendent
- (6) Consideration of Student Expulsion (EC Sec 48918(c) or 760030) [Student #22-23-018; Resolution #22-23-006]

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

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

Members Present: Duncan, Johnson, Ollivier, Fernandez, Rebholtz, Smith

Members Absent: None

Staff Present: Van Vleck, Ziegler, Storts, Will, Claussen, Harris

**E. REPORT OUT FROM CLOSED SESSION**

There was no action to report on closed session Items C(1) through C(6).

**F. PLEDGE OF ALLEGIANCE TO THE FLAG – Eureka High School**

Students from Eureka High School FFA led the Board in the pledge of allegiance. Officers introduced themselves to the Board and introduced the two new agriculture teachers at EHS. Each of the officers provided an update to the Board on the recent events at EHS.

**G. ADJUSTMENTS TO THE AGENDA**

(7) Approval of the Agenda

Trustee Fernandez made a motion to add a Discussion/Action item as Item 19.5 pursuant to Government Code Section 54954.2(b)(2). He notes that after the agenda was posted for this meeting, the District was contacted by the City with a request to present information regarding the proposed Dolbeer/W Street one-way couplet plan. Based on the timing of the request from the City, the Board's regular meeting schedule, and the possibility that this item may return to the City Council before the next District Board meeting, there is an immediate need to consider and take action on this item.

It was M/S by Fernandez/Duncan to add the additional conversation with the City of Eureka as D/A Item 19.5. Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 5, noes 0, absent 0. Motion carried.

It was M/S by Fernandez/Duncan to approve the Agenda, adding the additional conversation with the City of Eureka as D/A Item 19.5. Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 5, noes 0, absent 0. Motion carried.

**H. INFORMATION**

(8) Student Reports – No student report.

(9) Superintendent's Report – Van Vleck meets with all new employees and has enjoyed the meet and greets this year. It is fun and interesting to talk to the new staff at ECS.

(10) Board Members' Reports

Smith provided an update to the Board on Breast Cancer Awareness month. Clubs are raising money to help fight breast cancer and support athletics. She also reviewed upcoming events with clubs, including the multicultural night, and themed days for Homecoming Week.



Johnson attended the visit with Senator McGuire and enjoyed watching FFA students ask questions and provide information about the CTE program at EHS. She also attended the two recent City Council meetings.

Rebholtz attended the back to school night at Zoe and Grant. She also attended the ELA meeting, which was very informative. She asked that staff add an item to the next Board meeting to discuss how ECS handles bullying.

Ollivier also attended the visit with Senator McGuire and it was a great visit. The Senator was impressed with the CTE facilities and the educational opportunities being provided. She also attended the Student Services Special Meeting and participated in a tour of Central Kitchen.

Fernandez has been busy at work and is glad to be at the meeting. He notes he was able to help resolve an issue with the golf team, which was good.

Duncan recently did a walkthrough of the gym and has been enjoying football. He also attended one of the City Council meetings. There is a lot of concern and unhappiness with the City's proposed couplet near Washington Elementary School.

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

Terra Pennsy, a math teacher at Zane, addressed the Board on behalf of another teacher, Scott Grant. Grant joined the Zane team in the middle of a chaotic year last year and has done a lot to serve the students. He was disappointed to learn he had to work 75% of the year to receive permanent status. He is short half a day of the 75% time. He had done a lot of work unpaid, on his own time. Pennsy understands this is a contract language issues but believes there should be a good will offer on behalf of the District. She believes the District can make this right and change this for the positive.

Jocelyn Gibbons, a parent of a student at Grant Elementary, addressed the Board regarding clubs at the elementary schools. She requests the Board add an item to the next Board meeting agenda to discuss adding clubs at the elementary schools. Teachers could receive a stipend for assisting with the clubs. Afterschool clubs provide an opportunity for growth and enrichment. She would like to see the students at ECS get the same club opportunities as other local schools.

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

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

- (11) Approval of Personnel Action Report No. 4  
Referred to the Board by:  
Renae Will, Executive Director of Personnel Services of Public Affairs

- (12) Approval of Minutes from the Regular Meeting on September 15, 2022 and the Special Meetings on September 16, 2022 and September 19, 2022  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent
- (13) Approval of 2022-23 Transportation Services Agreement between Northern Humboldt Union High School District (NHUHSD) and Eureka City Schools (ECS)  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (14) Approval and Receipt of Grant Award Notice: Strengthening Career and Technical Education for the 21st Century Act  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services
- (15) Approval of Intent to Apply for the School Health Demonstration Project  
Referred to the Board by:  
Lisa Claussen, Director of Student Services
- (16) Approval of Grant Agreement Between County of Humboldt (Department of Health & Human Services) and Eureka City Schools (Family Resource Center)  
Referred to the Board by:  
Lisa Claussen, Director of Student Services
- (17) Approval of Amended Memorandum of Understanding Between County of Humboldt and Eureka City Schools Humboldt Bridges to Success Program  
Referred to the Board by:  
Lisa Claussen, Director of Student Services
- (18) Approval of Memorandum of Understanding (MOU) between the County of Humboldt and Eureka City Schools for Measure Z Funding for 2022-2023 (School Resource Officer)  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent

Student Board Representative: yes 1, no 0, absent 0. Governing Board: yes 5, noes 0, absent 0. Motion carried.

**K. DISCUSSION/ACTION**

- (19) Consideration of Student Expulsion (EC Sec 48918(c) or 760030) [Student #22-23-018; Resolution#22-23-006]  
Referred to the Board by:  
Lisa Claussen, Director of Student Services



It was M/S by Johnson/Duncan to approve the Student Expulsion (EC Sec 48918(c) or 760030) [Student #22-23-018; Resolution#22-23-006].  
Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

- (19.5) Presentation by City of Eureka Staff on One-Way Streets Surrounding Washington Elementary School  
Referred to the Board by:  
Lisa Ollivier, President  
*Item added pursuant to Government Code Section 54954.2(b)(2)*

President Ollivier notes SCLS Attorney Erin Staff is listening and representing the District on this matter.

Superintendent Van Vleck provided an overview to the Board on the Dolbeer/W Street Couplet and notes the next item on the agenda relates to a resolution thanking the City Council for failing a recent resolution to turn the streets around Washington Elementary School to one-way. He provided an overview of recent City Council meetings, which occurred on September 20<sup>th</sup> and September 27<sup>th</sup>. The resolution was prepared after the September 27<sup>th</sup> meeting and the agenda was posted last week. This week, on October 4<sup>th</sup>, the City Council had another meeting, and will be reconsidering the vote made on September 27<sup>th</sup> at a meeting next week.

The District is concerned with safety and notes if the City Council passed this action, many students would be dropped off on the traffic side of the street, when exiting a parent's vehicle. The school district does not want to make students less safe and the most dangerous times of the day is during student drop-off and pick-up times. The District moved forward with the new student drop off on Chester, in order to address safety concerns. When the City did the pilot over the summer, Chester was planned to be a two-way street, and the District did not know the City planned to move Chester to a one-way street until the City Council meeting on September 27<sup>th</sup>. Another concern is the increase in traffic flow, as there will be more than a 300% increase of traffic on Chester and more than 150% increase on Dolbeer.

The District brought these concerns to the City and City Manager Miles Slattery is at the ECS Board meeting to present to the Board. Slattery reviewed information presented at the recent City Council meetings. The City Council asked Slattery to bring proposed solutions to the bus drop-off to the ECS Board. He presented three options to the Board.

The Board notes concern that all three options presented require students to be dropped off on the traffic side of the street. Additional concerns include rubber barriers vs. cement buffers and students having to walk in front of the bus in order to get to the sidewalk. Concerns are noted,



specifically, for transitional kindergarten-aged children being required to walk across the street.

### **Public Comment**

Jocelyn Gibbons addressed the Board and notes all the options the City presented are terrible.

Patty Callison addressed the Board and conveyed all the City's options are embarrassing and she is appalled. She would like the City to acknowledge the survey results, where everyone said "no".

Rex Bohn addressed the Board and states he is familiar with the area being discussed. He believes there needs to be a 4<sup>th</sup> option, which would be to leave the streets the way they are. He appreciates what the City is trying to do but is very concerned about the liability component. The safety of the students should be considered first and foremost. He provided information on a process he participated in involving a light at Oak and F, which involved a lot of community outreach. The City process regarding this project needed to have involved lot more outreach. Community members and bike riders can utilize the trails through the park.

Connley Brown, a community member, addressed the Board. The study the City did occurred when the school was not in session, which is very concerning. There are many issues with the project and the study.

Michelle Constantine addressed the Board and believes the options presented by the City are disgusting and embarrassing. All the options are bad and the children's safety should matter more than a project.

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A Trustee notes the report the City provided is dated September 29<sup>th</sup>, which is after both of the City Council's meeting where they considered this item. There are concerns the City's study is providing recommendations the City is not following, such as the barriers, recommendations on community/staff communication/agreements, traffic lights for visibility on Harris Street, and an acknowledgement that projects requested by the community are the most successful. Slattery notes this project has been in discussion for well over 20 years and this relates to the City's strategic visioning. The City Council chose to have a complete street vision as part of the Strategic Plan. Trustees note the polls have shown that more than 80% of the respondents are not in support of the one-way project.

A Trustee asked what Slattery and the City are going to do to keep the students safe, if this passes. Slattery notes the safety will relate to educating the parents. Trustees note concerns with how rushed this one-way project seems. The District has done a lot of work on sites and have



communicated and discussed these items with the City in 2/2 meetings. The one-way proposal was never provided to the ECS Board President or Clerk in any of the 2/2 regular meetings.

Another trustee notes on pg. 2, figure 21, the study gave another alternative, which would help address some (but not all) of the District's concerns. Slattery notes this is not the preferred option by the City Council.

Trustees note the three options brought to the ECS Board were not included or reviewed in any study. There are lot of people being put at risk when a process like this is rushed. A Trustee believes this is an overreach of the City Council, as this project is funneling all the traffic around the school, creating an unsafe environment.

Trustees note concern with an inability to use the newly construction drop-off/pickup zone at Washington School if the City moves forward with the one-way streets. Slattery believes the current drop-off location is usable but would require a parent to do a circular motion back onto the one-way on Chester. The Board notes a concern with a gridlock of traffic as families try to enter/exit the current drop-off one-way.

The study, dated September 29<sup>th</sup>, was conducted in the Summer of 2022, when there were no students on campus. Slattery notes the three options proposed to the ECS Board regarding the buses are not the only three options but these are the options City staff were asked to bring to the Board.

A Trustee notes a current concern, as the streets around Washington School are not currently marked, which is very unsafe for families and students.

Slattery conveyed this item will come back to the City Council for consideration on October 18<sup>th</sup> at 5:00 p.m. Superintendent Van Vleck asked if the City Council would like to have a joint meeting between the City Council and ECS Board regarding this issue. Slattery will ask City Council but doubted it could happen.

Trustees suggested Slattery ask the Council to considering redoing the study with students in school.

In response to a question from Van Vleck on timing, Slattery conveyed that if the City Council moves forward with approving the one-way streets on October 18<sup>th</sup>, the striping could happen as soon as the following day. Van Vleck notes the City's timeline is concerning, as educating the community on the one-way streets is part of how the City plans to keep students safe. The City and the District cannot educate the community/families overnight

In response to a question by Van Vleck, Slattery confirmed the three proposals brought to the ECS Board have been reviewed by City engineers, not the group who conducted the original study. The Board feels the City is disregarding the results of the various polls, which clearly show concern and a lack of support for the project.

It was M/S by Duncan/Olliver to affirm the following: Eureka City Schools is adamantly opposed to this Dolbeer Couplet Project due to the lack of consideration for student safety.

Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

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Trustees note there are concerns the study was not conducted when school was not in session and students were not present. There is concern with trust, as many people have voiced concern over this project and are not being heard. Furthermore, a City engineer has a vested interest in doing what the City wants, and the options presented to the ECS Board were not reviewed by a third-party. A third-party has a duty to do a study and conduct findings.

- (20) Discussion and Possible Adoption of Resolution 22-23-007 - Thanking the Eureka City Council and Acknowledging Official Position on One-Way Streets Surrounding Washington Elementary School  
Referred to the Board by:  
Fred Van Vleck, Ed.D., Superintendent

**Item failed due to lack of motion or discussion.**

- (21) Approval of 2022-2023 Strategic Plan  
Referred to the Board by:  
Gary Storts, Assistant Superintendent of Educational Services

Storts provided information to the Governing Board on the 2022-2023 Strategic Plan. He notes an appreciation for the ECS staff who helped with this project. It is exciting to have a plan in place to help support the goals of the Board and student achievement.

It was M/S by Fernandez/Duncan to approve the 2022-2023 Strategic Plan. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

- (22) Approval of Low Bid for the EHS Science Building Project  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services



The District only received one bid on this project but is comfortable recommending approval of the bid from Adams Construction, as the District can reference the previous bid from Dinsmore Construction.

It was M/S by Johnson/Duncan to approve the Low Bid for the EHS Science Building Project from Adams Construction in the amount of \$9,979,680. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

- (23) Approval of Additive Alternates for the EHS Science Building Project  
Referred to the Board by:  
Paul Ziegler, Assistant Superintendent of Business Services

The additives alternatives cover costs that arrive over the course of construction, including change orders.

It was M/S by Johnson/Duncan to approve the Additive Alternates for the EHS Science Building Project. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

- (24) Oral Recommendation Regarding Salary and/or Fringe Benefits and Consideration of Ratification of Superintendent's Employment Agreement  
Referred to the Board by:  
Lisa Ollivier, Trustee

This item is to approve an amended employment contract for the Superintendent. The term of the contract is from July 2023 to June 2027. The compensation proposed to be awarded includes: a base salary of \$232,201 plus a 6% increase for a doctoral degree, with annual cost of living adjustments, vacation pay of up to 40 days maximum accrued leave and the option to cash out 10 days of vacation, \$3,600 per year in contributions to a retirement account, and health and welfare benefits, as provided to all management employees.

Trustee Duncan notes he appreciates what the Superintendent does for the District and that he leads with integrity. Trustee Ollivier conveyed the Superintendent has gone about and beyond and the schools are reflecting a good morale.

It was M/S by Johnson/Duncan to approve the Superintendent's Employment Agreement for Fred Van Vleck, Ed.D., for 2023-2027. Student Board Representative: aye 1, no 0, absent 0. Governing Board: ayes 5, noes 0, absent 0. Motion carried.

## **L. DISCUSSION**

- (25) Preliminary Pupil Summary Results for the 2021-22 Administration of the California Assessment of Student Performance and Progress (CAASPP) for English Language Arts and Math

Referred to the Board by:

Gary Storts, Assistant Superintendent of Educational Services

Storts provided an update to the Board on the 2022 CAASPP results. He reviewed the CAASPP Achievement Levels by specific grade levels and matched cohorts. Storts notes all growth and achievement should be celebrated. Currently the data is showing at or above grade level in ELA. It is noted teachers have the greatest impact on learning and these results are due to the hard work of teachers and students.

- (26) Update to the Governing Board on the District's Approach to Strategic Priority Area 3: Mental Health, Socio-Emotional Wellness, and Family Engagement

Referred to the Board by:

Lisa Claussen, Director of Student Services

Claussen provided a review of the District-wide social-emotional and mental health supports available. ECS is one of 25 school districts in the County to support and train social workers in schools through the Mental Health Demonstration Grant. The District also provides support to students through the Community Schools Implementation Grant, Bridges to Success, Wellness Center, Marshall Family Resource Center, etc. Claussen provided information to the Board on job titles and functions, and how the positions work together to provide support to students and families. There are many supports available and the District is going to work on spreading the word on the work being done, services provided, etc.

**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**

- (27) Information Only: November 2022 - Review of CDE Calendar of Events

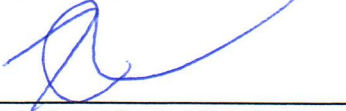
**Q. ADJOURNMENT**

President Ollivier adjourned the meeting at 8:37 p.m.

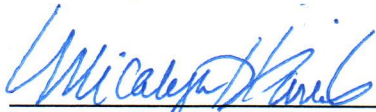
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Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'Fred Van Vleck', written above a horizontal line.

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

A handwritten signature in blue ink, appearing to be 'Micalyn Harris', written above a horizontal line.

Micalyn Harris, Recording Secretary

**EMPLOYMENT AGREEMENT  
BETWEEN  
EUREKA CITY SCHOOLS AND FRED VAN VLECK, Ed.D.**

This Agreement is made this 6<sup>th</sup> day of October, 2022, by and between the Governing Board of Eureka City Schools, a Unified School District ("Board", "Governing Board", or District") and Fred Van Vleck, Ed.D. ("Superintendent") hereinafter together referred to as "the Parties." The Parties, for the consideration specified in this Agreement, agree as follows:

**I. TERM**

The Governing Board hereby employs Superintendent for a term of four years, commencing July 1, 2023 and terminating on June 30, 2027, subject to the terms and conditions set forth in this Agreement. The District and Superintendent agree the existing employment agreement entered into on February 6, 2020 between the Parties hereto is cancelled and terminated effective as of midnight June 30, 2023.

**II. SUPERINTENDENT AND BOARD RESPONSIBILITIES**

- 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 Section X of 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.

### III. SALARY

- A. Annual Salary. The annual salary shall be payable in twelve (12) equal monthly payments. When only a portion of any year or month is served, the Superintendent's salary shall be prorated to reflect such service. For each year of this Agreement, commencing with the 2023-2024 school year, the annual salary shall be adjusted as follows, based on a 2022-23 salary of \$232,201 :
1. The annual salary of the Superintendent shall be increased pursuant to the following two factors:
    - a. Factor 1: The current year's funded Cost of Living Adjustment (COLA) approved by the State of California in its annual Public Education budget, retroactive to July 1 of the current year, shall be applied to Superintendent's prior year salary. This adjustment shall be made by operation of contract and confirming correspondence between the Superintendent and the Board President typically no later than September 30 of each year.
    - b. Factor 2: Subsequent to any COLA adjustment, as referenced above, the Superintendent's salary shall be compared to the median (middle) of the salaries of superintendents in unified school districts within California, having an Average Daily Attendance (ADA) between 2,500-5,500 students. The Parties agree that the median salaries of superintendents shall be established, based upon the J-90 comparison report of superintendents' salaries for the previous year, as reported by School Services of California in November/December of the current year. Based on that comparison, the Superintendent's salary shall be further adjusted upwards if it is below the median point to be at the median point except as provided below in subsection III.A.3 below.
    - c. Should the factors in Sections III.A.1.a and b. above, either individually or collectively result in an increase that exceeds the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations, the increase in excess of this amount shall not take effect until action is taken by a majority of the Board to increase the salary in a public session at a regularly scheduled meeting of the Governing Board, in accordance with the Brown Act.
  2. The Governing Board reserves the right to increase the Superintendent's salary, with mutual consent of the Superintendent and ratification by the Governing Board. It is further provided, however, that by so doing, it shall

not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended. Any increase shall be subject to the conditions set forth in Section III.A.1.c above.

3. In no case shall the application of the above-mentioned factors in Section III.A.1 result in a reduction of the Superintendent's salary from that which he received in the previous year.
4. The above salary terms take into consideration the concept of "step and column" salary increases and the commitment of the Board to maintain competitive salaries.

#### **IV. HEALTH, WELFARE AND LEAVE BENEFITS**

- A. Management Employee's Health and Welfare Benefits. Superintendent shall receive all health and welfare benefits of employment enjoyed by other certificated administrators /management employees of the District.
- B. Sick Leave. Superintendent shall be entitled to twelve (12) working days of sick leave each contract year which may be accumulated from year to year in accordance with relevant statutes set forth in the California Education Code.

#### **V. DUTY STATUS**

- A. Regular Service. Superintendent shall be required to render 212 days (which shall not include vacation days and holidays) of full and regular service to the District during each annual period covered by this Agreement.

Notwithstanding the foregoing, Superintendent shall be on call to perform his duties 24 hours a day, seven days a week. Superintendent acknowledges that as a 24/7 employee, District affairs may call upon him to devote other than work days as the Chief Executive Officer of the District. Accordingly, the Superintendent's compensation takes into account his status as a 24/7 employee.

- B. Independent Contractor Activities. Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, with or without compensation, provided such activities do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement. All such service or engagements shall occur on Superintendent's own time and shall not conflict with any duties or obligations to Eureka City Schools. Superintendent acknowledges that the demands upon the Superintendent's time may limit such outside employment. On all outside employment or activities, Superintendent shall be an independent contractor and not an employee of the District. Nothing herein shall prevent the Superintendent from identifying himself as the Superintendent of Eureka City Schools.



- C. Annual Vacation. Superintendent shall be entitled to thirty (30) days of annual vacation with pay, exclusive of holidays defined in Education Code sections 37220 and 37222. Vacation for each school year is accrued upon commencement of services for that school year.

As recognized under California law, vacation is a form of compensation and cannot be lost if vacation is not taken although the amount of vacation accrued may be limited. The total number of available/accrued vacation days may not exceed forty (40) days during the term of this Agreement. In recognition that the Superintendent may not, due to the needs of the District, take vacation on a regular basis, and taking into account the budgetary constraints of the District, the Superintendent may elect to be paid compensation equal to a maximum of ten (10) days of unused vacation in any fiscal year or carry over a maximum of ten (10) days, provided that such carry over shall not exceed the forty (40) days accrual maximum. Such payment shall be computed according to the daily rate of salary in effect on the date of the Superintendent's election to exercise this right. The daily rate shall be computed as set forth below. The District Board does, however, reserve the right to direct the Superintendent to use unused accrued vacation during the course of the year or in advance of retirement or termination.

In the event of retirement from the District, or termination of this Agreement, Superintendent shall be entitled to compensation for all unused vacation days at the current salary rate. The salary rate shall be calculated as the annual salary plus the Doctoral Stipend described in Section VIII.C below, divided by two hundred twelve (212).

## **VI. TRAVEL AND REIMBURSEMENT**

- A. Vehicle Allowance. Superintendent shall be on call to perform his duties twenty-four (24) hours a day and is expected to have a vehicle available at all times to perform his duties including attendance at necessary evening and weekend meetings. Accordingly, District shall pay Superintendent Six Hundred Dollars (\$600) per month to assist in defraying the cost to insure, maintain and pay all operating costs and expenses of his automobile. Any expenses in excess of this amount shall be the responsibility of the Superintendent.
- B. Expense Reimbursement. District shall reimburse the Superintendent for reasonable, actual and necessary expenses (e.g. meals, registration fees, travel and for mileage reimbursement outside Humboldt County) for attendance at meetings and workshops, school related activities, and other functions which directly contribute to the addressing of the District's mission and goals.
1. Data/Cell Phone. With the understanding the Superintendent is expected to be available 24/7 by email and phone, the District shall provide a monthly payment of One Hundred Twenty Dollars (\$120) to help offset such expenses.

2. Computer. Understanding that much of the work of a Superintendent is after normal office hours, the District shall provide a monthly payment of Two Hundred Dollars (\$200) to help offset such expenses.
3. The Superintendent shall have access to and receive reimbursement from a Community Outreach/Good Will fund established by the Board on an annual school year basis. The amount shall be Four Thousand Dollars (\$4,000) per year. From this fund, the Superintendent shall be directly reimbursed for community service activities such as participation in local organizations, purchase of meals, participation in local events, fundraisers, and providing staff recognition and communication in the form of flowers or other means as he deems appropriate. The Superintendent shall provide an annual accounting to the Board of his use of this fund.

## **VII. PROFESSIONAL GROWTH TRAINING AND RECRUITMENT ACTIVITIES**

The Parties agree that the leadership of the Superintendent is necessary to meet the educational goals of the District, which will require continuing professional growth of the Superintendent and the Superintendent's time devoted to recruitment and training. Accordingly, the District agrees to pay the following costs:

- A. Membership and Dues. The District shall pay the annual dues for Superintendent in three (3) professional organizations selected by the Superintendent. The District shall pay the fees associated with receiving the professional development support of an executive coach, which may be approved by the Governing Board in the annual budget.
- B. Recruitment and Training. In order to maintain and improve upon the educational goals established by the District, Superintendent may from time to time be called upon to recruit certificated and other staff and to attend training sessions which may or may not include other staff. The Superintendent, in accordance with Board Policy, shall be reimbursed, or advanced costs as the case may be, in accordance with Board Policy procedures. Costs shall be reasonably incurred in connection with such activities.

## **VIII. SUPERINTENDENT RETENTION INCENTIVE**

The Parties agree that continuity in leadership, stability in administration, and a clear vision for the District are each paramount to the effective education of students in the District. The Parties further recognize that the direct costs of searching for a new superintendent and indirect costs in lack of continuity and stability justify employment incentives for the Superintendent. Accordingly, the Parties agree as follows:

- A. Tax Sheltered Annuity Contribution. The District agrees to pay \$300 on a monthly basis, to a tax-sheltered annuity of the Superintendent's choice.



- B. Term Life Insurance. At the Superintendent's request, District agrees to provide a benefit in an amount not to exceed One Hundred Dollars (\$100) monthly to enable the Superintendent to purchase a term life insurance policy wherein the Superintendent shall designate the District as a Twenty-five Thousand Dollars (\$25,000) beneficiary. The funds provided to the District will be applied to the costs associated with recruiting a new superintendent.
- C. Doctoral Stipend. In recognition of an earned applicable doctorate, a six percent (.06) factor shall be applied to the base salary.

#### **IX. MEDICAL EXAMS**

Upon request of the Governing Board, and if permitted by law, a written notification of good health regarding the Superintendent's physical ability to perform his duties shall be sent by the Superintendent's physician to the President of the Governing Board. Superintendent shall consent to the disclosure of information consistent with this paragraph, and agrees to execute all necessary releases of information relative and necessary to perform the duties of his office. The District shall pay for the all costs related to the comprehensive physical examination and any services performed pursuant to this section that may be incurred by Superintendent and that are not covered by the District-provided health coverage plan.

#### **X. EVALUATION**

- A. The Board will provide a formal evaluation of the Superintendent's performance at least once annually, no later than November 1st of each year. Such evaluation shall be for the prior 12-months. 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 March for the calendar year. 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 by the end of June and a final report in October.
- 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. A second copy of the evaluation shall be placed in the Superintendent's personnel file. The Superintendent may provide written comments regarding the evaluation and if so, they shall be filed with the evaluation in a sealed envelope in the Superintendent's personnel file and marked "Confidential: To be Opened by Authorized Personnel Only."

- D. The failure to provide the Superintendent an annual evaluation prior to November 1st 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. The failure of the Superintendent to provide the above-described progress reports in September and/or in December shall relieve the Board of its obligation to do an annual evaluation and there shall be no conclusion deemed from such as to the performance of the Superintendent.
- 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. If, as part of such an evaluation, the Board determines that the Superintendent's performance is less than satisfactory, it shall comply with Subsections C and F of this Section.
- I. Any evaluation by the Board of the Superintendent's performance shall be conducted in closed session in accordance with the Brown Act.

## **XI. TERMINATION OF EMPLOYMENT CONTRACT**

- A. Credential. This Agreement may be terminated for Superintendent's failure to maintain a valid California Administrative Credential.
- B. Mutual Agreement. This Agreement may be terminated by mutual consent of the



Parties hereto, provided, however, that the party seeking termination shall provide no less than sixty (60) days' written notice to the other party.

- C. Disability or Incapacity. If the Superintendent is unable to perform the essential functions of his position, with reasonable accommodation as a result of a physical or mental disability, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent. To assist the Board in making such a determination, the Board shall have the right to consult with medical healthcare professionals in assessing the disability of the Superintendent. The Superintendent agrees to fully cooperate and to execute medical waivers as necessary to facilitate the assessment process including undergoing such examinations as may be necessary to determine such disability or incapacity.
- D. Retirement or Death of Superintendent. This Agreement is automatically terminated upon the retirement or death of the Superintendent.
- E. Termination for Cause. The Superintendent may be terminated by the Board at any time for cause. The term "for cause" shall be limited to mean immoral conduct, theft, fraud, embezzlement, or other conduct constituting moral turpitude; breach of contract; any ground enumerated in the Education Code; or the Superintendent's failure to perform his responsibilities as set forth in this Agreement. The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent, and his representative, if one is selected by the Superintendent, shall be given a reasonable opportunity to address the Board regarding the proposed cause for termination. This conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

In the event Superintendent's employment is terminated for cause, no further payment shall be made to Superintendent under this Agreement which shall be deemed terminated.

- F. Early Termination.
  - 1. The Board may, at any time and without cause or a hearing, terminate this Agreement. In consideration for exercise of this right, the District shall pay to Superintendent for the remainder of the unexpired term of this Agreement, or twelve (12) months, whichever is less, a sum equal to the salary in effect at the time of such exercise. The Superintendent may elect to take the lump sum payment or monthly installments, which election shall be made in writing within ten (10) business days of such termination. Otherwise, the payment shall be a lump sum payment. The term "salary" shall mean a salary as defined in Section III. The District makes no representation as to the application of STRS service credit and/or creditable compensation related to payment under this section.

2. In addition to Section XI.F.1, and pursuant and subject to Government Code section 53261 in effect at the time of this Agreement, District agrees to provide a non-cash health benefit, equal to the benefit given to certificated management employees at the time, which shall be continued for the same duration of time as payment is made under Section XI.F.1 or until the Superintendent finds other employment which provides health benefits, whichever occurs first. If the Superintendent elects a lump sum payment, no such health benefits shall be provided except as otherwise may be required under state or federal law independent of this Agreement and Government Code section 53261.
  3. The Parties agree that damages to the Superintendent which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the damage payment made pursuant to this early termination clause constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. The Parties agree that this provision is intended to meet the requirements governing cash settlements as set forth in Government Code section 53260 et seq.
  4. Superintendent may, at his option, unilaterally terminate this Agreement by giving sixty (60) days' written notice that he will not fulfill the obligations of this Agreement and that he wishes to be relieved of this Agreement for the remainder of the period of the Agreement.
- G. Nonrenewal. The Governing Board may elect not to renew this Agreement for any reason and shall provide Superintendent with written notice of this fact no later than forty-five (45) days prior to the expiration of this Agreement, in accordance with Education Code section 35031. Superintendent shall inform the Governing Board of this notice requirement, in writing, no later than March 1, 2027. Superintendent agrees that failure to provide the Governing Board with such written notice shall conclusively constitute a material breach of this Agreement. Notwithstanding any contrary term contained in this Agreement, the Governing Board may, upon majority vote, immediately terminate this Agreement based on Superintendent's failure to provide the written notification and Superintendent shall not be entitled to any further payment or benefits under this Agreement.
- H. District Rights. Upon termination of this Agreement for any reason other than Section XI.E (Termination for Cause), the Superintendent may elect at his discretion to retire from the District through the State Teacher's Retirement System ("STRS") and the District shall provide health benefit coverage at the



level and on the same conditions and terms as is made available to then current management employees, if he meets the qualifications then in effect. The Superintendent, by way of signature on this Agreement, understands and agrees that in consideration for the provisions of Section III.F.1 above that provides for a possible 12 months of severance pay, he shall have no option to be reassigned to any other position in the District and all employment rights shall terminate by Board Action on Section III.F.1 above.

- I. Seeking Other Employment. Should the Superintendent seek other employment during the term of this Agreement, or any extension thereof, Superintendent shall notify the Board of his intentions to seek other employment no later than the date an appointment for an oral interview is set. Failure to provide the Board with such notice shall constitute a material breach of this Agreement. If at any time the Superintendent fails to perform his duties and obligations to District to the satisfaction of the majority of the Board during Superintendent's search for other employment, such failure shall constitute a material breach of this Agreement, and the Board may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, Superintendent hereby agrees to withdraw any pending written applications or appointments for oral interviews and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.
- J. Required Provisions. This Agreement is subject to the provisions of Government Code sections 53243-53243.4 and 53260(b). If this Agreement is terminated, Superintendent shall reimburse District in full for any cash settlement related to the termination if the Superintendent is convicted of a crime involving an abuse of his office or position. If the Superintendent is placed on paid leave pending an investigation and is convicted of a crime involving an abuse of his office or position, the Superintendent shall fully reimburse the District for any salary and health and welfare benefits paid to or for him during the leave period. If the District provides funds for the legal criminal defense of the Superintendent and the Superintendent is convicted of a crime involving an abuse of his office or position, the Superintendent shall fully reimburse the District for all funds paid for the Superintendent's criminal defense. For purposes of this paragraph, "abuse of office or position" is as defined in Government Code Section 53243.4. If Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board shall immediately terminate the Superintendent upon written notice (to be subsequently confirmed by independent audit), and if so confirmed then the Superintendent shall not be entitled to any compensation of any nature.

## **XII. GENERAL PROVISIONS**

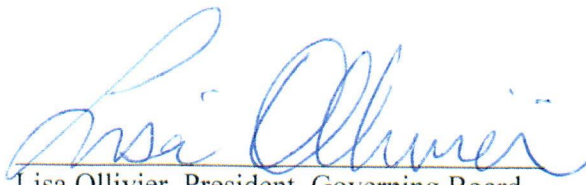
- A. Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of

California. This Agreement is subject to all applicable federal and state laws and regulations and to the lawful policies, rules and regulations of the District. Those laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though fully set forth in it. Notwithstanding, and to the extent the law will permit, the specific provisions of this Agreement shall prevail over any and all other laws, policies, rules, and regulations. Venue shall be in the Superior Court of the State of California in and for the County of Humboldt, and no other place.

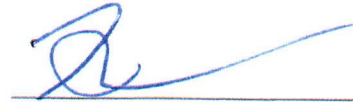
- B. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. It supersedes and replaces any prior agreement between the Parties. Furthermore, there are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- C. Amendment. This Agreement may be amended at any time during the term of the Agreement. However, such amendment shall be in writing and is only effective with the mutual consent of the Superintendent and ratification by the Governing Board.
- D. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- E. Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.
- F. Delivery of Notices. All notices permitted or required under this Agreement may be given personally or by U.S. Certified Mail addressed to Superintendent at the current address on file with personnel. Such notices shall be deemed received when personally delivered or when mail certification is signed.
- G. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
- H. Attorney's Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the parties shall be responsible for their own attorney's fees and costs regardless of the outcome of the action or proceeding.



Dated: 10-6-22

  
Lisa Ollivier, President, Governing Board

Dated: 10-06-22

  
Fred Van Vleck, Ed.D.

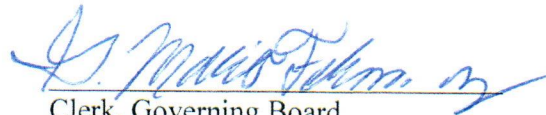
Ratified this 6<sup>th</sup> day of October, 2022, in Eureka, California, by the following vote:

AYES: 5

NOES: 0

ABSTAIN: 0

ABSENT: 0

  
Clerk, Governing Board