

Oak Run Elementary School

Board of Trustees Regular Meeting Agenda

Open Session

Thursday, January 9, 2025 @ 4:30pm

Oak Run School 27635 Oak Run to Fern Rd. Oak Run CA 96069

Meeting Room, Cafeteria

Learning for all- No Limits, No Excuses and Unlimited Possibilities!

Governance Team: Shawn Hill, Board President. Shauna Kittrell, Clerk. Dede Masala, Member
Candace Maurer, Member. Mark Telles, Interim Superintendent.

1. OPENING BUSINESS

- 1.1 Call to Order
- 1.2 Roll Call / Establish Quorum
- 1.3 Pledge of Allegiance
- 1.4. Approval of Agenda

___ Shawn Hill

___ Dede Masala

___ Mark Telles

___ Shauna Kittrell

___ Candace Maurer

2. PUBLIC COMMENT

Agenda Items: The public may address agenda items, during Public Comment, in the Action, Non-Action, and Reports/Comments portions of the meeting, before board discussion on the topic, when recognized by the chairperson. Speakers are asked to identify themselves before they begin their comments and are allowed to speak one time per agenda item for up to three minutes.

Non -Agenda Items: The Board will listen to public comment on any item of interest not on the agenda that is within their jurisdiction. The Board may limit public comments to no more than 3 minutes pursuant to Board policy. The Board may not respond to public comments on an item not on the agenda. Questions, concerns and requests directed to the board will usually be deferred pending administrative and board consideration at a later time.

3. CONSENT ITEMS

Items listed under the Consent Calendar are considered to be routine and it is understood that the Administration recommends approval on all consent items. The Board of Trustees in one-motion takes action on consent items. There is no discussion of these items before the Board votes unless a Trustee, staff member, or public citizen requests specific items be discussed and/or removed from the Consent Calendar. Each item on the Consent Calendar that is approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

- 3.1 Minutes from Regular Board Meeting December 11, 2024 and Special Meeting December 18, 2024

- 3.2 Approve Warrants

4. CELEBRATION

4.1 Recognition:

Andrea Sellers has been an exemplary employee. She has worked here for four years and is very professional in her interactions with other employees. Andrea models compassion for the students who in turn seem to appreciate and reciprocate positivity. She exhibits an understanding and acceptance of all learning styles when working with the children. We are grateful to have Andrea on staff at Oak Run Elementary School. Thank you Andrea Sellers!

5. ACTION ITEMS

- | | | |
|-----|---|---|
| 5.1 | Action/ Discussion Item:
<i>Recommendation</i> | 2 nd Quarter William's Act Report
<i>Approve</i> |
| 5.2 | Action/ Discussion Item:
<i>Recommendation</i> | SARC (2 nd Read)
<i>Approve</i> |
| 5.3 | Action/ Discussion Item
<i>Recommendation</i> | Signature Cards (2 wet copies required)
<i>Approve</i> |
| 5.4 | Action/Discussion Item

<i>Recommendation</i> | Approval/ratification of employment agreement with Interim Superintendent

<i>Approve</i> |

6. NON-ACTION ITEMS

- | | | |
|-----|-------------------|----------------------|
| 6.1 | Report: | 2025-2025 Enrollment |
| | | TK-2 -4 |
| | | TK-2(IS) -1 |
| | | 3-5 -10 |
| | | 3-5(IS) -1 |
| | | 6-8 -6 |
| | | 6-8(IS) -1 |
| | | Total -23 |
| 6.2 | Report/Discussion | Mr. Rick Fauss |

7. Other Reports / Comments

7.1 Information: District Leadership/District Advisory Committee/SCC

7.2 Comments: Classified / Confidential / Certificate

7.3 Comments: Director / Superintendent

7.4 Comments: Board Members

8. Next Meeting

8.1 Regular Board Meeting – Thursday February 13, 2025 @4:30pm

PUBLIC COMMENTS ON CLOSED SESSION ITEM(S)

Persons wishing to address the Board on a Closed Session item will be allowed three (3) minutes to address the Board.

9. ADJOURN TO CLOSED SESSION

9.1 Government code section 54957
Public Employee Discipline / Dismissal / Release / Complaint

10. REPORT OUT OF CLOSED SESSION

11. ADJOURN

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

(cf. 9322 – Agenda/Meeting Materials)

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

(cf. 9121 – President)

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 6:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

(cf. 9320 – Meetings and Notices)

The Board shall act by majority vote of all of the membership constituting the Board.

(Education Code 35164)

(cf. 9323.2 Actions by the Board)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, his/her abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

(cf. 9270 – Conflict of Interest)

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So is not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Ed Code 25145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Ed Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board or staff member may ask a question for clarification, make a brief announcement, or make a brief report on his/her own activities (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the

committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

Individual speakers shall be allowed three minutes to address the Board on each agenda or non agenda item. The Board shall limit the total time for public input on each item to 20 minutes.

With Board consent, the Board president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The board shall not prohibit public criticism of its policies, procedures, programs, services acts, or omissions (Government Code 54954.3)
 - c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complaint of the appropriate complaint procedure.

(cf. 1312.1 – Complaints Concerning District Employees)
(cf. 9321 – Closed Session Purposes and Agendas)

7. The Board president shall not permit any disturbance or willful interruption of Board meetings. Persistent disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board.

The Board may remove disruptive individuals and order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

(cf. 9324 – "Board Minutes and Recordings")

Regular Board Minutes

Wednesday, December 11, 2024

4:00 PM

Oak Run School

27635 Oak Run to Fern Rd.

Oak Run, CA 96069

Open session

4:00pm

Governance Team

Shawn Hill, Board President
Dede Masala, Clerk
Candace Maurer, Member
Vacant, Member
Shauna Kittrell, Board Memembr
Misti Livingston,
Superintendent

*Learning for all – no
limits, no excuses,
and unlimited
possibilities!*

1. OPENING BUSINESS

1.1. Call to Order Approximately 4:00 pm

1.2. Roll Call / Establish Quorum

Shawn Hill, President

Shaunna Kittrell, Member

Misti Livingston, Superintendent/
Secretary

Dede Masala, Clerk

Candace Maurer, Member

Vacant, Member

Staff & Public in

Attendance

1.3. Pledge of Allegiance

1.4. Approval of Agenda

Motion to Approve 1.4

made by Candy Maurer,

2nd by Dede Masala 4 to

0 in favor

2.1 Approval of Consent Items

a. Minutes from Regular Board Meeting October 9, 2024

b. Approve Warrants

motion to approve 2.1 made by Dede Masala 2nd by
Candy Maurer. Vote 4to0 to Approve

3. CELEBRATION

3.1

Recognition: Thank you to our amazing TK-3rd grade Teacher, Ms. Hanna! She is teaching our kids like they've never been taught before!! We appreciate you!!!

4. PUBLIC COMMENT

Question was asked about the November minutes not being posted, with a response they need to be Approved at the next meeting and will be posted then. Comment was made regarding being blocked from the school Facebook page.

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Oak Run Elementary School District
Board of Trustees

Regular Board Agenda

Wednesday, December 11, 2024

4:00 PM

Oak Run School
27635 Oak Run to Fern Rd.
Oak Run, CA 96069

Governance Team

Shawn Hill, Board President
Dede Masala, Clerk
Candace Maurer, Member
Vacant, Member
Shauna Kittrell, Board Memembr
Misti Livingston,
Superintendent

5. ACTION ITEMS

- | | | |
|-----|---|---|
| 5.1 | Action/ Discussion Item:
<i>Recommendation:</i> | First Interim Budget
Approve (motion to approve made by Candy Maurer 2nd by 2nd by Dede masala 4 to 0 in favor) |
| 5.2 | Action/ Discussion Item:
<i>Recommendation:</i> | Facility Inspection Tool (FIT) Report
Approve (motion to approve by Dede masala 2nd Candy Maurer 4to 0 in favor) |
| 5.3 | Action/ Discussion Item:
<i>Recommendation:</i> | Annual Organization Meeting of the Board
Approve (Tabled) |
| 5.4 | Action/ Discussion Item:
<i>Recommendation:</i> | Resolution establishing the time, dates, hours, and place for Regular Meeting of the Board of Trustees
Approve (Tabled) |
| 5.5 | Action/ Discussion Item:
<i>Recommendation:</i> | Signature Cards (2 wet copies required)
Approve (Tabled) |
| 5.6 | Action/ Discussion Item:
<i>Recommendation:</i> | Safe School Plan Update
Approve (motion to approve made byDede masala 2nd Candy Maurer. 4 to 0 in favor) |
| 5.7 | Action/ Discussion Item:
<i>Recommendation:</i> | District Goals
Approve (motion to approve made by Dede masala 2nd by Shauna 4 to 0 in favor) |

6. NON-ACTION ITEMS:

6.1 **Report:**

2024-25 Enrollment (in favor)

TK-2	-	4
TK-2 (IS)	-	1
3-5	-	10
3-5 (IS)	-	1
6-8	-	6
6-8 (IS)	-	1

Total – 23

6.2

Report/Discussion: Mr. Rick Fauss

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Oak Run Elementary School District
Board of Trustees
Regular Board Agenda
Wednesday, December 11, 2024
4:00 PM
Oak Run School
27635 Oak Run to Fern Rd.
Oak Run, CA 96069

Governance Team
Shawn Hill, Board President
Dede Masala, Clerk
Candace Maurer, Member
Vacant, Member
Shauna Kittrell, Board Memembr
Misti Livingston,
Superintendent

6.3 Report/Discussion: SARC (1st Read)

6.4 Report/Discussion: 3-Year Enrollment Projection 2025-2028

2025-2026	-	25
2026-2027	-	30
2027-2028	-	33

6.5 Report/Discussion: Oak Run Elementary Staffing 2025-2026
No staffing reductions needed

7. OTHER REPORTS / COMMENTS

7.1 Information: District Leadership/District Advisory Committee / SSC

7.2 Comments: Classified / Confidential / Certificate

7.3 Comments: Director / Superintendent

7.4 Comments: Board Members

8. NEXT MEETING

8.1 Regular Board Meeting – Wednesday January 9, 2024 @ 4:30 pm

9. ADJOURN TO CLOSED SESSION

9.1 54957 (b)(1) Personnel – To discuss the appointment, employment, performance, evaluation, discipline, complaints about of dismissal of specific employee or potential employee.

10. REPORT OUT OF CLOSED SESSION

**Discussion to continue Superintendent
on Administrative Leave.**

11. ADJOURN

5:40pm

Oak Run Elementary School District

Board of Trustees
Special Meeting Board Agenda

Minutes

Wednesday, December 18, 2024
3:30 PM
Oak Run School
27635 Oak Run to Fern Rd.
Oak Run, CA 96069

Open Session

3:30 PM

1. Opening Business

1.1 Call to Order Approximately 3:30pm

1.2 Roll Call/Establish Quorum

Shawn Hill, President

Shauna Kittrell, Clerk

Vacant, Member

Dede Masala, Member

Candace Maurer, Member

Staff & Public in

2. Public Comment

Attendance

Agenda Items: The public may address agenda items, during Public Comment, in the Action, Non-Action, and Reports/Comments portions of the meeting, before board discussion on the topic, when recognized by the chairperson. Speakers are asked to identify themselves before they begin their comments and are allowed to speak one time per agenda item for up to three minutes.

Dolores Lucero commented on the need to report out of closed session.

3. Action Items

3.1 **Action/Discussion Item:** Annual Organization Meeting of the Board

The board shall elect a president and a clerk to serve from December 2024-November 2025
Shawn Hill was nominated for Board President with a unanimous vote in favor. Mr Hill
Accepted nomination. Shauna Kittrell was nominated for Board Clerk with a unanimous vote
in favor. Ms Kittrell Accepted nomination.

3.2 Action/Discussion Item: Resolution establishing the time, dates, hours, and place for Regular Meetings of the Board of Trustees
The Board voted unanimously to move regular meetings to the second Thursday of each month at 4:30pm to be held at the Oak Run Elementary School

4. Adjourn to Closed Session Approximately 3:50pm

4.1 a. *Government Code section 54957
Public employee appointment/employment
Title: Interim Superintendent/Principal*

b. *Government Code section 54957
Public Employee Discipline / Dismissal / Release*

*Report out of closed session 4:25pm
No Action Taken. Interim Superintendent
Interview.*

Academic School Year 2024-2025
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186]

District: Oak Run Elementary

Form Completed By: Mark D. Telles Title: Interim Superintendent

Quarterly Report Submission Date: October 2024 April 2025
 (Please check one) January 2025 July 2025

Date for information to be reported publicly at governing board meeting: January 9, 2025

Please check the box that applies:

No complaints were filed with any school in the district during the quarter indicated above.

Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Mark D. Telles

 Print Name of District Superintendent

 Signature of District Superintendent

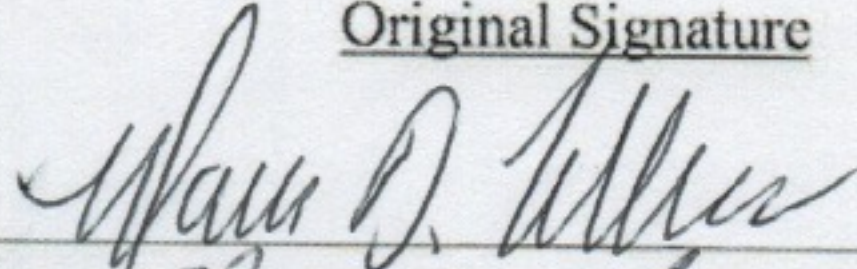
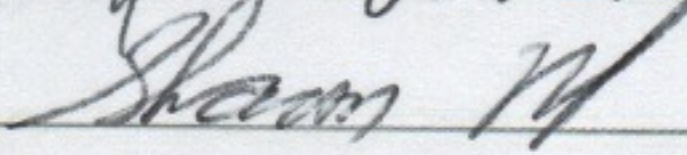
 Date

Submit by the 15th of the month to: Barbara Erlei at berlei@shastacoe.org

**SHASTA COUNTY OFFICE OF EDUCATION
SCHOOL DISTRICT
WARRANT SIGNATURE CARD**

School District: Oak Run Elementary **Org #:** _____

In accordance with Education Code Sections *42631, 42632, and 42633, the Board of Trustees of the School District authorizes the following persons to sign for approval of warrants and fund transfers of the above-named district:

<u>Typed/Printed Name</u>	<u>Original Signature</u>
Mark D. Telles	
Shawn Hill	

Allow Electronic Authorization and/or Signature for Warrant Approval (check one): YES NO

Passed and adopted this _____ day of _____, 20____

By _____
Clerk of the Board

*Return to Shasta County Office of Education
Attn: Superintendent's Office*

Education Code Section 42631: All payments from the funds of a school district shall be made by written order of the governing board of the district. Orders shall be on forms prescribed by the county superintendent of schools unless the warrants are processed by an on-line data processing system. Forms may be printed and furnished by the board of supervisors or the county superintendent of schools.

Education Code Section 42632: Each order drawn on the funds of a school district shall be signed by at least a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign orders in its name. No persons other than an officer or employee of the district shall be authorized to sign orders.

Education Code Section 42633: The governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of school unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order.

OAK RUN ELEMENTARY SCHOOL DISTRICT

INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT

The following is an employment agreement ("Agreement") between the Oak Run Elementary School District ("Board" or "District") and Mark Telles ("Interim Superintendent").

1. **Term:** The Board employs Interim Superintendent subject to the terms and conditions set forth below. This Agreement shall commence on the date signed by both parties and Interim Superintendent shall be employed thereafter on a day-to-day basis. In no event shall this agreement extend beyond June 30, 2025, unless the parties agree otherwise in a writing signed by both parties.

2. **Interim Superintendent's Duties:**

General. The Interim Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California and his job description. The Interim Superintendent shall have primary responsibility for execution of Board Policy and the duties prescribed by Education Code section 35035. The Interim Superintendent shall be the Board's chief administrative officer. The Interim Superintendent shall also serve as Principal of the District's school site(s).

Personnel Matters. The Interim Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters.

Administrative Functions. The Interim Superintendent shall: (1) review all policies adopted by the Board and make appropriate recommendations; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) perform duties specified in Education Code section 35250; (5) maintain and improve his or her professional competence; (6) establish and maintain positive staff and Board relations; (7) establish and maintain positive community relations by participating in and attending community events and activities; (8) serve as liaison to the Board with respect to all employer-employee relations matters; (9) recommend District goals and objectives to the Board; (10) unless unavoidably detained, attend all regular and special meetings of the Board; (11) serve as secretary to the Board; (12) ensure that the Board is informed at regular intervals of the economic status of the District and ensure that the District's expenditures in any school year do not exceed its income in any school year unless approved in advance by the Board; (13) serve as the District's negotiator for negotiations under the EERA (Government Code section 3540 et seq.); (14) properly classify all classified and certificated employees as required by the applicable provisions of California law; and (15) perform such other duties as may be assigned by the Board.

3. **Salary / Duty Days:** The Interim Superintendent shall be paid at the daily rate of \$550 per full day of service provided, less applicable taxes and withholdings. Interim Superintendent

will work at least 25 days, up to a maximum of 90 days. Interim Superintendent and the Board shall work cooperatively to select a mutually agreeable schedule of duty days. Interim Superintendent shall attend all Board meetings. The Board reserves the right to set Interim Superintendent's duty days at the level the Board determines is consistent with the District's needs, up to a maximum of 90 days, although the parties can mutually agree in writing to more workdays. Interim Superintendent agrees that a variable schedule is acceptable.

4. **Benefits / Sick Leave:** The Interim Superintendent will not receive fringe benefits such as health benefits or any other allowances from the District. The Interim Superintendent shall receive sick days, prorated for part-time status, per Education Code section 44978.

5. **Expense Reimbursement:** The District shall reimburse the Interim Superintendent for the actual and necessary expenses incurred by the Interim Superintendent within the course and scope of his or her employment. For reimbursement, the Interim Superintendent shall complete and submit expense claims in writing in accordance with the District's policies, rules and regulations and shall provide the Board with copies of the Interim Superintendent's monthly expense reports. The Interim Superintendent's expense claims shall be supported by appropriate documentation prior to and as a condition of reimbursement. Advance Board approval shall be required for any out-of-county travel other than day trips that do not necessitate lodging.

6. **CalSTRS Post-Retirement Employment Notice.** The parties acknowledge that the Interim Superintendent is a CalSTRS retiree and is subject to post-retirement employment restrictions set forth in Education Code section 22714, 24214 and 24214.5 and other applicable laws. Interim Superintendent is subject to the annual earnings limitation set by CalSTRS, as that limit may change from time to time. The Interim Superintendent agrees that this paragraph satisfies all notice requirements imposed by law and agrees he or she shall be solely responsible for monitoring his or her annual compensation to ensure compliance with the earnings limitation. If the Interim Superintendent exceeds the annual earnings limitation set by CalSTRS, he or she shall be solely liable for any penalties or re-payments imposed by CalSTRS.

7. **Applicable Laws:** This agreement is subject to all applicable laws, policies, and regulations of the State of California or District. Such laws, policies, and regulations as now enacted or as enacted in the future are made a part of this agreement as fully as though set forth herein.

8. **Termination of Agreement:**

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Interim Superintendent.
- b. **Resignation.** The Interim Superintendent may resign and terminate this Agreement by providing the Board with at least fifteen (15) calendar days advance written notice, unless the Parties agree otherwise.
- c. **Automatic Termination.** This agreement shall automatically terminate without further action by the Board if the District hires a permanent

Superintendent, or on June 30, 2025, whichever comes first, and shall not renew. To the extent that notice of termination to either party is required by law, the parties agree that this provision satisfies all required legal notice provisions.

d. Unilateral Termination by Board. The Board may terminate this Agreement without cause or a hearing, in the Board's absolute discretion, by giving Interim Superintendent thirty (30) calendar days advance written notice of termination. All payments made pursuant to this termination by Board provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. The parties agree that any damages to the Interim Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination by Board provision constitutes reasonable liquidated damages for the Interim Superintendent, fully compensates the Interim Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Interim Superintendent's sole remedy to the fullest extent provided by law.

9. Holidays. The Interim Superintendent shall receive all holidays granted to the District's certificated management employees, but without additional compensation; pay for holidays is included in the Interim Superintendent's compensation as described above.

10. Vacation. The Interim Superintendent shall not accrue vacation days nor any entitlement to paid vacation.

11. Tax/Retirement Liability. Notwithstanding any other provision of this Agreement, the District makes no representations regarding the retirement or state/federal tax consequences of this Agreement. The Interim Superintendent shall assume sole responsibility and liability for all state and federal tax consequences of this Agreement and all related payroll and retirement consequences.

12. Abuse of Office Provisions. In accordance with Government Code section 53243, *et seq.*, and as a separate contractual obligation, should the Interim Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Interim Superintendent if the Interim Superintendent is convicted of a crime involving an abuse of the Interim Superintendent's office or position. In addition, if the District funds the criminal defense of the Interim Superintendent against charges involving abuse of office or position and the Interim Superintendent is then convicted of such charges, the Interim Superintendent shall fully reimburse the District all funds expended for his or her criminal defense to implement the requirements of Government Code section 53260, subdivision (b).

13. General Provisions.

a. Entire Agreement / Modification. 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. This Agreement shall supersede all prior oral or written contracts or agreements between the parties executed prior to this date. This Agreement may be modified or superseded only by a written instrument signed by both parties and approved by the Board.

b. No Assignment. The Interim Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

c. Exclusivity. To the extent permitted by law, the parties agree that the employment relationship between the District and Interim Superintendent shall be governed exclusively by the provisions of this Agreement, and not by Board policies, administrative regulations, management handbooks, or other documents.

d. Management Hours. The parties recognize that the demands of the position may require Interim Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that Interim Superintendent shall not be entitled to overtime compensation.

e. Independent Review. The parties have had the opportunity to obtain independent legal or other professional advice with regard to this Agreement. The parties have relied upon the advice only of their own attorneys or other representatives.

f. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy, facsimile, electronic copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original.

g. Savings Clause/Severability. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

h. Waiver. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

i. Indemnity. As provided by Government Code sections 825 and 995, the District shall defend the Interim Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Interim Superintendent in the Interim Superintendent's individual or official capacity as an agent and employee of the District.

j. Optional and Discretionary Evaluation. The Board may evaluate the Interim Superintendent in its discretion.

k. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board in open session of a regular board meeting as required by law.

Oak Run Elementary School District

Shawn Hill, Board President

DATED: _____, 2024

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed. I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that would in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials, each of which is or will be recorded in the Shasta County Office of Education before receipt of my first payroll warrant and I agree to maintain in full force all of my credentials throughout the term of this Agreement.

Dated: _____, 2024

Mark Telles
Interim Superintendent