

**EMPLOYMENT AGREEMENT
BETWEEN
ANGELA GOUKER
AND THE BOARD OF TRUSTEES
OF THE
WHEATLAND ELEMENTARY SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA**

This Employment Agreement (“Agreement”) is made and entered into effective as of July 1, 2026 by and between the Wheatland Elementary School District, a public agency of the State of California, hereafter referred to as “Board” or “District” and Angela Gouker, hereafter referred to as “Superintendent”.

NOW THEREFORE, District and Superintendent, for the consideration herein specified, agree as follows:

I. TERM

- A. The term of this Agreement shall commence on July 1, 2026, and terminate on June 30, 2027, unless terminated earlier pursuant to the provisions of this Agreement. A satisfactory evaluation of the Superintendent shall extend the contract one additional year as set forth in Article X of this Agreement, for up to a total of three (3) years.
- B. If the Board determines to not extend this Agreement beyond June 30, 2027, Superintendent shall have the right to return to the Principal Position held immediately before this Agreement.
 - 1. Superintendent does not have return rights if this Agreement is terminated pursuant to Article X.
 - 2. Superintendent’s return rights shall expire on July 1, 2027.
- C. In the event the Board determines not to reemploy the Superintendent during the initial term of this Agreement or any extension thereof, the Board shall provide written notice to the Superintendent at least forty-five (45) days in advance of the expiration of the term of the Agreement pursuant to Education Code section 35031.

II. COMPENSATION

- A. **Base Salary.** District shall pay Superintendent an annual base salary as reflected in Exhibit A to this Contract, in the amount of Two Hundred Twenty-Nine Thousand Six Hundred Eighty-Seven Dollars and Ninety Cents (\$229,678.90). Superintendent’s daily rate of pay shall be calculated by dividing the annual salary by 225.

- B. Superintendent shall be entitled to a Master's stipend in the amount of Two Thousand One Hundred One Dollars annually. The stipend shall be paid in installments of one-twelfth (1/12), together with the Base Salary.
- C. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.
- D. The Base Salary may be adjusted with the mutual consent of Superintendent and District, in accordance with Paragraph G. of Article VI of this Contract.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES

- A. Superintendent shall be the Chief Executive Officer of the Board as permitted by Education Code section 35035. As Chief Executive Officer, Superintendent shall have primary responsibility for the execution of District/Board Policy. Primary responsibility for the formulation of District/Board Policy is retained by the Board.
- B. Superintendent may serve as Secretary to the Board and shall attend all Board Meetings, except those that the Board does not request their attendance (e.g. evaluation, employment contract discussion)
- C. In addition to the powers and duties set forth in Education Code section 35035, Superintendent shall have such other powers and duties which have been delegated to Superintendent in adopted Board Policy or other actions of the Board referenced in official minutes of Board meetings.
- D. Superintendent shall make timely and appropriate recommendations to the Board regarding the employment of personnel. If the Board rejects a person recommended for employment, Superintendent shall nominate a replacement. All candidates for employment shall be recommended by Superintendent.
- E. When appropriate, Superintendent shall recommend the termination of employees.
- F. Superintendent shall perform all the duties set forth above and shall carry out all lawful directions of the Board.
- G. To assist Superintendent in their success, the Board shall endeavor to promptly refer criticisms and suggestions to Superintendent for study and appropriate action or recommendation.

IV. WORK DAYS AND LEAVE BENEFITS

- A. Work-Days

1. Superintendent is required to render twelve (12) months of full and regular service to District each year except when on vacation, District approved holidays, and approved leaves as set forth in this Contract. Full and regular twelve-month service shall consist of two hundred and twenty-five (225) work-days.
2. Superintendent, as the Chief Executive Officer of District, acknowledges that District affairs require Superintendent to devote time to District on any day. Superintendent's compensation takes into account Superintendent's status as a 24/7 employee.

B. Vacation Days as Superintendent

1. Superintendent shall receive twenty-one (21) days of vacation annually. The Superintendent may not carry over more than twenty-one (21) days of unused vacation from one year to the next.
2. Vacation shall be scheduled as follows:
 - a. Vacation during the instructional year of more than one (1) day must be scheduled in advance and approved by the Board President.
 - b. Vacation during the non-instructional year of more than ten (10) days, must be scheduled in advance and approved by the Board President.
3. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for all unused, earned and accrued vacation days at their current daily rate of pay, up to a maximum of twenty-one (21) vacation days. The Board encourages Superintendent to take vacation during each year.

C. Holidays

Superintendent shall receive Board-approved holidays.

D. Illness Leave

Superintendent shall receive eighteen days of illness leave at the rate of one and a half (1.5) days per month per Contract year. This leave may accumulate without limit. Accrued and unused illness leave shall not be compensable upon separation.

E. Other Leaves

District shall provide Superintendent with such other leaves as are provided to other certificated employees of District.

V. GOALS AND OBJECTIVES

- A. On or before September 1, 2026, Superintendent and the Board shall establish written District goals and objectives for the 2026/2027 school year.
- B. Not later than May 1, 2027, and each subsequent May 1 of this Agreement, Superintendent and the Board shall establish written District goals and objectives for the coming school year.
- C. The above goals and objectives shall be among the criteria by which Superintendent is evaluated as hereafter provided.

VI. EVALUATION

- A. The Board shall evaluate, in writing, the performance of Superintendent.
- B. The evaluation shall be related to the duties and responsibilities of Superintendent as set forth in Article III, the goals and objectives established by the Board and Superintendent as set forth in Article V, and applicable law and Governing Board Policy.
- C. The final format, procedures, and goals of Superintendent's evaluation shall be established by the Board and may include Superintendent's self-evaluation. The Board may, in its discretion, revise the format and procedure of Superintendent's evaluation but such revision shall first be preceded by reasonable notice to Superintendent.
- D.
 - 1. The evaluation format shall be reasonably objective and shall contain at least the following evaluation areas:
 - relationship with the Governing Board
 - relationship with the community
 - curriculum and instruction leadership
 - business and operations services leadership
 - staff and personnel relationships
 - personal qualities and development
 - educational results
 - overall educational leadership.
 - 2. The evaluation format shall provide for a rating system such that the Board, individually and collectively, may indicate whether the performance of Superintendent is:
 - outstanding
 - successfully completed

- progressing acceptably
 - making little progress
 - unsatisfactory
- 3. The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format.
- E.
 1. The Board shall meet with Superintendent to provide oral feedback regarding Superintendent's performance not less than once every six (6) months.
 2. A meeting shall be held between Superintendent and the Board to discuss Superintendent's written annual evaluation on or before June 30 of each school year of this Contract. Superintendent, in conjunction with the Board President, shall schedule closed session meetings for these purposes. Superintendent shall have the right to make a written response to the evaluation. Such response shall become a permanent attachment to the evaluation.
 3. Additional evaluations may be performed by the Board at a time deemed appropriate by the Board and Superintendent.
- F. If a majority of the Board determines that the performance of Superintendent is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where the Board deems performance to be unsatisfactory and may be included in other instances where the Board deems such to be appropriate.
- G. If the Board evaluates the performance of Superintendent as "Progressing Acceptably" (or better) for any year of this Contract, the Board may, in its sole discretion, award Superintendent a merit pay increase for exemplary achievement or service. This merit pay may be an increase to Superintendent's base pay, or it may be a one-time bonus.

VII. PROFESSIONAL GROWTH OF SUPERINTENDENT

District encourages the continuing professional growth of Superintendent through Superintendent's participation in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school board associations;
- B. Seminars and courses offered by public or private educational institutions; and

- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for District.

VIII. EXPENSES AND OTHER BENEFITS

A. General Expenses

1. Except as otherwise provided in this Contract, District shall reimburse Superintendent for all actual and necessary expenses incurred within the scope of employment. In accordance with prudent business practices, payment shall be made in accordance with Board policy.
2. District shall provide Superintendent with a credit card to facilitate the payment of actual and necessary expenses.

B. Mileage Stipend

Superintendent shall receive \$300 per month to use for the purpose of using their personal car for District Business.

C. Professional Organizations

1. District shall pay Superintendent's annual membership charges to the Association of California School Administrators and to the Association of American School Administrators.
2. District shall pay membership fees for Superintendent in various other professional organizations and committees, subject to prior approval by the Board. Superintendent shall be encouraged to participate in such activities.

D. Health and Welfare Benefits

During open enrollment, or upon any event that allows for Health and Welfare Benefit Coverage modification:

1. District shall offer Superintendent with medical, dental, and vision insurance ("Benefits"). The District's contribution towards benefits shall be One Thousand Five Hundred Thirteen Dollars and Sixty-Six Cents (\$1,513.66) per month. Should the plan selected by Superintendent cost less than the District's contribution, the Superintendent shall receive the difference in their monthly paycheck. This difference will be paid to the employee equally over a 12-month period. Should the plan selected by the

Superintendent cost more than the District's contribution, the Superintendent will pay the difference monthly.

2. In the event that Superintendent opts out of the District's offered benefits, Superintendent shall receive a monthly in-lieu payment of One Thousand One Thousand Five Hundred Thirteen Dollars and Sixty-Six Cents (\$1,513.66) per month.

E. Retiree Benefits

OPTION 1:

1. Superintendent shall be entitled to receive District-paid insurance premiums after retirement in the same amount received at the time of retirement, if the following conditions are met:
 - a. Superintendent retires and begins to receive annuitant benefits from STRS.
 - b. Superintendent remained an employee of District at the time of retirement.
2. Premiums shall be paid by the District for Superintendent up to the same amount received at the time of retirement. Should the Superintendent's selected plan exceed the District's contribution, the Superintendent shall make arrangements to pay the difference in advance on a quarterly basis to the District. Failure to pay the difference shall result in cancellation of the insurance.
3. Superintendent may select a plan from among those available to other eligible active certificated employees.
4. These benefits terminate after sixty (60) months, or the death of the retirees or at the end of the month in which the Superintendent reaches the age of sixty-five (65), whichever comes first.

OPTION 2:

1. The Superintendent shall receive a District contribution to their Retirement Plan equal to twenty-five percent (25%) of their last years' base salary- i.e. 403(b) or 457(b).

F. Technology

District shall provide Superintendent with a laptop computer for both professional and personal use. Superintendent shall maintain a personal account for mobile

telephone service and shall not open an account in the name of District. Superintendent shall have total responsibility for payment of such personal account and District shall have no obligation or responsibility related to said mobile telephone account. Superintendent shall receive a stipend in the amount of One Hundred Dollars (\$100).

Superintendent understands that information stored in their cell phone, computer or other device, whether owned by District or Superintendent, is subject to public disclosure if such information is related to the public business of District or to their duties as Superintendent. Notwithstanding the location of personal data on the cell phone, computer or other device, whether owned by District or Superintendent, the parties agree that any personal or private information of Superintendent contained on such devices containing such data or information shall be deemed private and Superintendent's sole property; provided it shall be the responsibility of Superintendent to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

IX. MEDICAL EXAMINATION

- A. Superintendent shall annually complete a medical examination to assess Superintendent's physical fitness to perform the duties contemplated by this Contract by December 31st of each year. The results of the physical examination shall certify that Superintendent is fit for duty as a condition of employment. The medical report shall be confidential. If not covered by Superintendent's medical insurance, District shall pay the cost of this medical examination. Any comprehensive medical examination that has been conducted during the last calendar year will be acceptable for the purposes of the first year of this Contract.
- B. In light of the unique nature of the professional duties of Superintendent, Superintendent agrees, if requested by the Board, to submit to a complete medical examination on an annual basis. The examination shall be conducted at District's expense by a physician selected and approved by both parties. District shall be advised in writing by the physician of the continued physical fitness of Superintendent to perform Superintendent's duties, and such report shall be confidential.

X. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by:

- A. Mutual agreement of the parties.
- B. Retirement of Superintendent.

- C. Superintendent, six (6) months after providing the Board with notice of termination. A majority of the Board may vote to waive this notice if a timeline that is mutually acceptable can be established.

D. Unable to Perform Duties

If Superintendent has been unable to perform all (or substantially all) of the duties of Superintendent due to illness or other disability for a period of three (3) consecutive months, and it is medically determined that Superintendent is permanently disabled from performing all or substantially all of the duties of Superintendent, Superintendent is deemed "Unable to Perform Duties." The determination that Superintendent is permanently disabled shall be supported by a medical opinion. In making this determination, and in order to assist the Board, the Board may, at any time the Board determines that a question exists as to Superintendent's ability to perform, require that Superintendent undergo a comprehensive medical examination in accordance with the provisions of Section IX.B. of this Contract. Such examination shall occur within two (2) weeks of the date written notice is given to Superintendent that the Board is exercising its right to an examination as provided in this section. If Superintendent wishes to do so, Superintendent may, within one (1) week of said examination, submit a separate report made by a physician chosen by Superintendent and concerning all or part of the matters covered in said comprehensive medical examination.

E. Termination for Cause

1. In the event of termination for cause, which shall include but not be limited to breach of this Contract, neglect of duty or any cause provided in Education Code section 44932, et. seq. Breach shall be defined as any violation by the Superintendent of a material term of this Contract.
2. Should the Board elect to terminate this Contract prior to its expiration pursuant to this section, the Board shall notify Superintendent in writing. Upon request, the Board shall serve upon Superintendent a reasonably detailed statement of the facts upon which the Board has determined that cause exists. Superintendent will be afforded an opportunity for a meeting which shall include the right to be represented by counsel and the right to call witnesses. This meeting shall occur within thirty (30) days after service of the statement of the facts. If Superintendent chooses to be accompanied by legal counsel at such meeting, Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Superintendent shall be provided a written decision describing the results of the meeting.

F. Termination Without Cause

1. The Board may unilaterally terminate this Contract without cause at any time. A minimum of 4 Board members (a supermajority) is required to approve the termination of the Superintendent without cause in the first year of this Contract (2026/2027 school year). If this Contract is terminated, Superintendent shall receive an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of this Contract. If the unexpired term of this Contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of Superintendent multiplied by twelve (12). Payments to Superintendent shall be made on a monthly basis unless the parties agree otherwise. Superintendent's health benefits will be paid for the same duration of time as covered in the settlement, up to twelve (12) months or until Superintendent finds other employment offering health benefit coverage pursuant to Government Code section 53261.
2. The parties have specifically contracted for this "termination without cause" provision in full knowledge that Government Code sections 53260-53261 states that the maximum cash settlement shall be an amount equal to the monthly salary of Superintendent multiplied by twelve (12) with twelve (12) months paid health benefits.
3. The parties agree that any damages to Superintendent that may result from the Board's early termination of this Contract cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this "termination without cause" provision, along with District's agreement to provide health benefits, constitutes reasonable liquidated damages for Superintendent, fully compensates Superintendent for all tort, contract and other damages of any nature whatsoever whether in law or equity, and does not result in a penalty.
4. Superintendent shall be terminated in accordance with Education Code section 41326 upon appointment of a State Administrator by the State Superintendent of Public Instruction. Notwithstanding any other provision of this Contract, in such case Superintendent's final compensation shall be determined in accordance with subdivision (j) of Section 41326.
5. Superintendent shall be terminated in accordance with Government Code section 53260 if the Board believes, and an independent audit subsequently confirms, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices. In such cases, notwithstanding any other provision of this Contract, Superintendent shall not receive a cash or noncash settlement in any amount.

XI. EXTENSION OF EMPLOYMENT CONTRACT

- A. Should the Superintendent receive an evaluation deemed “progressing acceptably” pursuant to this Agreement, this Agreement will be extended, so long as the term of the Agreement does not at any time exceed three (3) years. An amendment for the extension of the term of this Agreement shall be considered at the next regularly scheduled Board Meeting following the Superintendent’s “progressing acceptably” evaluation.
- B. Any extension shall be confirmed publicly by the Board at a regular Board meeting.

XII. GENERAL PROVISIONS

- A. This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors-in-interest to this Contract.
- B. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Governing Board of the Wheatland Elementary School District. Said laws, rules, regulations, and policies, as modified herein, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

- C. Defense and Indemnification

To the extent required by existing law (currently Government Code sections 825 and 995), District shall:

- 1. Defend Superintendent against any civil action or proceeding brought against them in their official or individual capacity, or both, on account of an act or omission occurring within the scope of their employment as an employee of District.
- 2. Indemnify Superintendent against any and all claims or actions against them arising out of any omission occurring within the scope of their employment with District. Such indemnification shall only be provided if:
 - a. A request for defense is made not less than ten (10) days prior to the first day of trial; and
 - b. Superintendent reasonably cooperates in good faith in the defense of the claim.
- 3. Provide indemnification as described in subsection 2. above after Superintendent retires, for any and all claims or actions against them arising out of an act or omission occurring within the scope of their employment

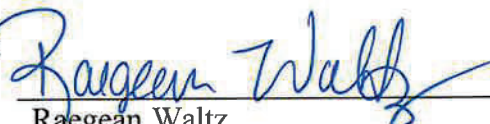
with District. To state differently, this provision shall survive the conclusion of this Contract.

D. AB 1344 Requirements

1. If this Contract is terminated, any such cash settlement related to the termination that Superintendent may receive from District shall be fully reimbursed to District if Superintendent is convicted of a crime involving an abuse of their office or position.
2. If Superintendent is convicted of a crime involving abuse of their office, the following sums paid by District on behalf of Superintendent shall be fully reimbursed to District by Superintendent:
 - a. Paid leave for Superintendent pending an investigation (Government Code section 53243);
 - b. Funds for legal criminal defense of Superintendent (Government Code section 53243.1); or
 - c. Any cash settlement related to Superintendent's termination (Government Code section 53243.2).

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties hereto.

GOVERNING BOARD OF THE
WHEATLAND SCHOOL DISTRICT

By: 
Raegean Waltz
President of the Governing Board

5-21-26
DATE

By: 
Nicole Crabb
Clerk of the Governing Board

5-21-26
DATE

By: 
Austin Bishop
Member of the Governing Board

5/21/26
DATE

By: 
Kristina Stineman
Member of the Governing Board

5/21/26
DATE

By: 
Taylor Zapata
Member of the Governing Board

5-21-26
DATE

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment of Superintendent of the Wheatland Elementary School District.


Angela Gouker

5.21.26
DATE

Exhibit A
To Employment Contract

Superintendent's Base Salary shall be as set forth in the salary schedule below:

	2026/2027
Base Salary (Effective on July 1, 2026)	\$229,687.90