

**CUTTEN ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD MEETING AGENDA
August 10, 2026, 6:00PM**

Ridgewood Commons
2060 Ridgewood Drive Cutten,
Eureka, CA 95503

1.0 CALL TO ORDER/FLAG SALUTE

2.0 CONSENT AGENDA

- 2.1 Approval of Minutes-May 26, 2026; June 22, 2026; June 23, 2026; July 2, 2026; July 22, 2026
- 2.2 Approval of Warrants
- 2.3 Approval of Salary Schedules for 2026-2027
- 2.4 Approval of 2.0 FTE Credentialed Resignations: Ridgewood School Speech Teacher; SPED Director/School Psychologist
- 2.5 Approval of 3.37 FTE Classified Position New Hires
- 2.6 Approval of 2026-27 Consolidated Application for Funding-Certification
- 2.7 Approval of 2026-2027 HCOE MOU for Glen Paul, Special Beginnings, & Transportation
- 2.8 Approval of 2026-27 CESD and HBTA MOU's for Leadership Team, School Climate Team, Drama, Yearbook, and Athletic Director.
- 2.9 Approval Agreement Updated 2026-27 IRS Mileage Reimbursement rate to 76 cents per mile

3.0 VISITOR COMMENTS ON NON-AGENDA ITEMS

The Board reserves the right to limit speakers to 3 minutes only. The Board may comment, but cannot take action at this time. The Board President may refer the matter to the Superintendent for review if appropriate.

4.0 REPORTS

- 4.1 PTA Report
- 4.2 HBTA Report
- 4.3 Enrollment/Staffing Report
- 4.4 LCAP Report
- 4.5 Bond and Construction Report
- 4.6 Superintendent/Principals' Report

5.0 INFORMATION/POSSIBLE ACTION ITEMS

- 5.1 Consider Approval of Annual Evaluation of Conflict of Interest Code *BB 9270*
- 5.2 Discussion/Consider Approval Mold Remediation Phase 1 and Next Steps
- 5.3 Discussion/Consider Approval Upgrade-Quantity 1 Level 2 Charger 12W (ZESBI Grant) and Quantity 2 Level 2 Charger 19.2W Installation (PG&E Grant)

- 5.4 Discussion/Consider Approval .4 FTE Coordinator Position Ridgewood Afterschool Program
- 5.5 Discussion/Consider Approval of the Phase 2 Measure K Ridgewood Project Notice of Completion
- 5.6 Discussion/Consider Approval of Archiving Historical Cutten Elementary School District Documents with the Humboldt County Historical Society.
- 5.7 Discussion/Consider Date for Ribbon Cutting of Ridgewood New Building
- 5.8 Discussion/Consider Date for a Possible Special Board Meeting

6.0 BOARD MEMBER COMMENTS/COMMUNICATION

7.0 PUBLIC COMMENT ON CLOSED SESSION ITEM

8.0 CLOSED SESSION

8.1 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Becky MacQuarrie

Unrepresented Employee: Classified

8.2 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Becky MacQuarrie

Unrepresented Employee: HBTA

9.0 RECONVENE TO OPEN SESSION

10.0 ADJOURNMENT



Cutten School District

4182 Walnut Drive
Eureka, CA 95503
(707) 441-3900 • Fax: (707) 441-3906

Superintendent/Principal
Becky MacQuarrie, EdD

CUTTEN ELEMENTARY SCHOOL DISTRICT CUTTEN BOARD OF TRUSTEES SPECIAL BOARD MEETING MINUTES

May 26, 2026 5:30 pm
Ridgewood Commons
2060 Ridgewood Drive
Cutten, CA 95503

1.0 **CALL TO ORDER-** Meeting called to order at **5:33pm.**

Board Members in Attendance: Dennis Reinholtsen, Mary DeWald, Beth Johnston and Mindy Sehon.

2.0 **VISITOR COMMENTS ON NON-AGENDA ITEMS - None**

The Board reserves the right to limit speakers to three minutes only. The Board may comment, but cannot take action at this time. The Board President may refer the matter to the Superintendent for review, if appropriate.

3.0 **INFORMATION / POSSIBLE ACTION ITEMS**

3.1 Discussion/Consider Approval Tentative Staffing Options 2026-2027

Beth Johnston motioned to approve, Mindy Sehon seconded. Motion carried 4-0.

3.2 Discussion/Update on Ridgewood Bond Project

Becky MacQuarrie gave an update.

4.0 **VISITOR COMMENTS ON CLOSED-SESSION ITEM - None**

5.0 **CLOSED SESSION - Closed session at 5:40pm.**

5.1 *CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)*

Agency Negotiator: Becky MacQuarrie

Name of organization representing employees: Humboldt Bay Teachers Association

5.2 *CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)*

Agency Negotiator: Dennis Reinholtsen

Unrepresented Employee Principal

6.0 **RECONVENE TO OPEN SESSION - Open session at 6:20pm.**

No Action Taken

7.0 **ADJOURNMENT - Adjourned at 6:21pm.**

NOTICE: Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, which is distributed to all or a majority of the members of the governing board by any person in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at Ridgewood School, 2060 Ridgewood Drive, Eureka.

CUTTEN ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD MEETING MINUTES
June 22, 2026 6:00 pm
Ridgewood Commons
2060 Ridgewood Drive Cutten, CA 95503

1.0 CALL TO ORDER/FLAG SALUTE - *Called to order at 6:02pm.*

All Board members in attendance-Dennis Reinholtsen, Mary DeWald, Beth Johnston, Becky Reece and Mindy Sehon.

2.0 PUBLIC COMMENT ON CLOSED SESSION ITEM - *None*

3.0 CLOSED SESSION - *Closed at 6:03pm.*

3.1 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Becky MacQuarrie

Name of organization representing employees: Humboldt Bay Teachers Association

3.2 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Becky MacQuarrie

Name of organization representing employees: Classified

3.3 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Dennis Reinholtsen

Unrepresented Employee: Administration

3.4 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Dennis Reinholtsen

Unrepresented Employee: Superintendent

4.0 RECONVENE TO OPEN SESSION - *Session reopened at 7:10pm.*

5.0 CONSENT AGENDA

- 5.1 Approval of Minutes, May 4, 2026; May 11, 2026; May 18, 2026; May 26, 2026
- 5.2 Approval of Warrants and Payroll
- 5.3 Approval of 2026 Summer School Temporary Positions (Teachers, Aides, After-School Program Aides, After-School Director, Afterschool Coordinator, and Summer School Principal)
- 5.4 Approval 2025-26 Consolidated Application for Funding
- 5.5 Approval of Cutten Integrated Pest Management Plan, 2026 - *Approved with the exception of pesticides cannot be used when students are present and a list of approved pesticides must be present.*
- 5.6 Approval Resignation of Annette Sligh, Ridgewood Principal; 1.0 FTE Position
- 5.7 Approval of the 2027-28 Interdistrict Attendance Agreement
- 5.8 Approval Northern Humboldt Transportation Services Agreement 2026-2027 School year
- 5.9 Approval of Agreement with Foster and Foster Consulting Services for GASB Accounting Standards 74/75 Related to Retiree Health Benefits (2 Years)

Motion to approve Consent Agenda by Becky Reece and seconded by Mindy Sehon with corrections made to the IPM plan (Pest and Transportation)

6.0 VISITOR COMMENTS ON NON-AGENDA ITEMS

The Board reserves the right to limit speakers to three minutes only. The Board may comment, but cannot take



Cutten School District

4182 Walnut Drive
Eureka, CA 95503
(707) 441-3900 • Fax (707) 441-3906

Superintendent/Principal
Becky MacQuarrie, EdD

CUTTEN BOARD OF TRUSTEES SPECIAL BOARD MEETING MINUTES

June 23, 2026 5:30 pm
Ridgewood Commons
2060 Ridgewood Drive
Cutten, CA 95503

1.0 CALL TO ORDER-FLAG SALUTE - Meeting called to order at 5:35pm.

Board Members in Attendance Dennis Reinholtson, Beth Johnston, Becky Reece and Mindy Sehon. Mary Dewald was not present.

2.0 VISITOR COMMENTS ON CLOSED-SESSION ITEM

The Board reserves the right to limit speakers to three minutes only. The Board may comment but cannot take action at this time. The Board President may refer the matter to the Superintendent for review, if appropriate.

3.0 INFORMATION / POSSIBLE ACTION ITEMS

3.1 Consider Approval of 2026 - 2027 EPA and Spending Plan Resolution 2026-7- Discussed EPA and Spending Plan Resolution. Becky Reece motioned to approve, Mindy Sehon seconded. Motion carried.

3.2 Consider Approval of 2026 - 2027 Local Accountability Plan (LCAP) - Discussed Local Accountability Plan, Beth Johnston motioned to approve, Mindy Sehon seconded. Motion carried.

3.3 Consider Approval of 2026 - 2027 District Budget - Discussed District Budget, Becky Reece motioned to approve, Mindy Sehon seconded. Motion carried.

3.4 Consider Approval of LCAP Federal Addendum Revision - Discussed LCAP Federal Addendum Revision, Mindy Sehon motioned to approve, Becky Reece seconded. Motion carried.

3.5 Consider Approval of California Dashboard LCAP Local Indicators - Discussed California Dashboard LCAP Local Indicators, Beth Johnston motioned to approve, Mindy Sehon seconded. Motion carried.

4.0 BOARD MEMBER COMMENTS / COMMUNICATION - None

5.0 ADJOURNMENT - Meeting adjourned at 6:15pm.

NOTICE: Any writing, not exempt from public disclosure under Government Code Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, which is distributed to all or a majority of the members of the governing board by any person in connection with a matter subject to discussion or consideration at an open meeting of the board is available for public inspection at Ridgewood School, 2060 Ridgewood Drive, Eureka.

CUTTEN ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD MEETING MINUTES
July 22 2026 5:00pm
Cutten Staff Lounge
4182 Walnut Drive, Cutten, CA 95503

In attendance, Dennis Reinholsen, Mary DeWald, Mindy Sehon. Absent: Beth Johnston & Becky Reece

1.0 CALL TO ORDER/FLAG SALUTE 5:10pm Open

2.0 PUBLIC COMMENT ON CLOSED SESSION ITEM-No comments

3.0 CLOSED SESSION 5:11pm closed

3.1 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)
Agency Negotiator:Dennis Reinholsen
Unrepresented Employee: Administration

4.0 RECONVENE TO OPEN SESSION 5:19pm
Motion made by Mindy Sehon to Approve Tiffany Maher Principal Contract, Seconded by Mary DeWald
Motion passed

5.0 BOARD MEMBER COMMENTS / COMMUNICATION

6.0 ADJOURNMENT

Checks Dated 07/01/2026 through 07/31/2026

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000319007	07/08/2026	(HARRIS) SHAFER'S ACE HARDWARE	01-4374	Paper Towel Dispenser	32.60	
				Picnic Table Wood	1,500.68	
				Sprinklers	97.85	
3000319008	07/08/2026	A-Z BUS SALES INC.	01-4362	Bus Parts		1,631.13
3000319009	07/08/2026	CRYSTAL SPRINGS BOTTLED WATER	01-5623	5 Gallon Water		9,334.50
3000319010	07/08/2026	eLuma LLC	01-5800	Speech Services		20.00
3000319011	07/08/2026	EMPLOYMENT DEVELOPMENT DEPT	01-9540	2nd Quarter SUJ		14,467.61
3000319012	07/08/2026	ERIK MENDES	01-5800	Management of Firewall Services		713.12
3000319013	07/08/2026	HUMBOLDT WASTE MGMT. AUTHORITY	01-5560	Dump Fees		2,258.00
3000319014	07/08/2026	JK Inspections LLC	21-5800	IOR Serv + Mileage		237.67
3000319015	07/08/2026	KEENAN ASSOCIATES	01-5450	JPA Prop & Liability		2,101.25
			01-9542	JPA.SIG	82,639.00	
			01-4374	Custodial Supplies	36,996.00	
3000319016	07/08/2026	MENDES SUPPLY COMPANY		Floor Pad	351.49	
				Proj 19006 Phase 2 Ridgewood	40.40	391.89
3000319017	07/08/2026	STUDIO W ARCHITECTS	21-6210	Unleaded Gasoline		15,113.30
3000319018	07/08/2026	VALLEY PACIFIC PETROLEUM SVCS	01-4364	Diesel Fuel	75.28	
			01-4365	Summer School	813.27	
3000320188	07/22/2026	Atkins, Shandra M	01-4710	QuickWord Handbooks		888.55
3000320189	07/22/2026	CURRICULUM ASSOCIATES	01-4210	Mileage		45.96
3000320190	07/22/2026	Dean Garrett, Sage A	01-5210	4158 Walnut		217.79
3000320191	07/22/2026	HUMB COMMUNITY SERVICES DIST	01-5530	4182 Walnut	87.93	
				Arbutus & V	546.65	
				Storage Container	66.62	701.20
3000320192	07/22/2026	JOHNSON'S MOBILE RENTALS	01-5623	Impact CA		146.81
3000320193	07/22/2026	MCGRAW-HILL SCHOOL ED HOLDING.	01-4210	CASTO Roadeo		1,104.74
3000320194	07/22/2026	O'Brien, Travis R	01-5210	Natural Gas	31.94	
3000320195	07/22/2026	P G & E	01-5511	Electricity	4,908.37	
			01-5520	SEIS SMS Service Fee	20.70	
3000320196	07/22/2026	San Joaquin COE	01-5800	Treats		4,940.31
3000320197	07/22/2026	Sligh, Annette M	01-4391	Mileage 25-26	40.58	
			01-5210	Alarm Monitoring	399.16	
3000320198	07/22/2026	ADVANCED SECURITY SYSTEM	01-5804	AT&T		439.74
3000320199	07/22/2026	AT&T CALNET 2	01-5909	Reading Curriculum		978.00
3000320200	07/22/2026	CENGAGE LEARNING	01-4110	Milk		337.69
3000320201	07/22/2026	CRYSTAL CREAMERY	13-4711	Ridgewood Milk	209.94	
				Cutten Water	373.51	
3000320202	07/22/2026	CRYSTAL SPRINGS BOTTLED WATER	01-5531		20.00	583.45

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

Checks Dated 07/01/2026 through 07/31/2026

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000320202	07/22/2026	CRYSTAL SPRINGS BOTTLED WATER	01-5531	District Office Water	30.00	
				Equip Rental	20.00	
				Ridgewood Water	14.00	
3000320203	07/22/2026	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5861	Fingerprints		84.00
3000320204	07/22/2026	eLuma LLC	01-5800	Speech Therapy		96.00
3000320205	07/22/2026	P G & E	01-5511	Natural Gas		3,750.00
3000320206	07/22/2026	SYSCO SACRAMENTO	01-4710	Afterschool Food		66.98
3000320207	07/22/2026	U.S. BANK EQUIPMENT FINANCE	01-5637	Contract Use Rate	930.50	309.99
				Copiers	2,228.89	3,159.39
3000320208	07/22/2026	WESTERN CHAIN SAW COMPANY	01-4391	trimmer Line		44.08
3000320209	07/22/2026	ZANER-BLOSER ED. PRODUCTS	01-4110	Curriculum		16,900.93
3000320728	07/29/2026	Adams Comm. Gen Cont., Inc.	21-5800	Request No. 9		26,745.16
3000320729	07/29/2026	CABINETS BY ANDY INC	01-5800	Ridgewood Staff Room		3,357.00
3000320730	07/29/2026	CRYSTAL SPRINGS BOTTLED WATER	01-5531	Ridgewood equip Rental	14.00	
				Ridgewood Water x3	30.00	
				Ridgewood Water x5	50.00	94.00
3000320731	07/29/2026	Gabbert, Stacey E	01-5210	Professional Development		820.06
3000320732	07/29/2026	Hinrichs, Danielle G	01-5210	Professional Development		952.91
3000320733	07/29/2026	Hulstrom, Michael E	01-4310	Summer SDP Supplies		101.99
3000320734	07/29/2026	HUMB COMMUNITY SERVICES DIST	01-5530	Ridgewood Water		531.51
3000320735	07/29/2026	KEENAN ASSOCIATES	01-5450	Rental Insurance		2,382.22
3000320736	07/29/2026	Kencke, Joseph T	01-5210	Professional Development		803.70
3000320737	07/29/2026	LA County Office of Education	01-5210	TK-5 Boot Camp-Hague		200.00
3000320738	07/29/2026	MacQuarrie, Becky L	01-5210	Las vegas Conference		324.00
3000320739	07/29/2026	MISSION LINEN SUPPLY	01-5550	Laundry		594.85
3000320740	07/29/2026	P G & E	01-5511	Ridgewood		40.74
3000320741	07/29/2026	Resolute Guard	01-4450	Cybersecurity Risk Mgmt		3,403.00
3000320742	07/29/2026	Seeger, Justin D	01-4710	Summer School Lunches		61.11
3000320743	07/29/2026	Seymour, Melissa T	01-5210	Professional Development		869.40
3000320744	07/29/2026	U.S. BANK	01-4310	Amazon-Mikey	715.75	
				Michael's	123.48	
				Michael's Refund	3.97	
			01-4351	Amazon-Bucher	101.26	
			01-4391	Amazon- Sligh	58.71	
				Amazon-Bucher	962.66	
				Amazon-dehumidifiers	516.53	
				Amazon-Pitts	65.46	

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

Checks Dated 07/01/2026 through 07/31/2026

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000320744	07/29/2026	U.S. BANK	01-4391	Brown Industries	315.70	
				Frankie's Bagels	181.98	
			01-4710	Babe's - Mikey	111.99	
			01-5300	EdJoin	800.00	
				Mystery Science Membership	1,799.00	
			01-5635	Harper Motors	719.35	
			01-5950	Postage	156.00	6,623.90
3000320745	07/29/2026	U.S. BANK	01-4391	Eka Ace Hardware		200.00
Total Number of Checks					52	249,981.36

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	48	205,438.20
13	CAFETERIA FUND	1	583.45
21	BUILDING FUND	3	43,959.71
Total Number of Checks		52	249,981.36
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			249,981.36

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

009 - Cutfen Elementary School District

Generated for Jeannemarie Baker (JBAKER09), Aug 6 2026
2:16PM



Becky MacQuarrie <bmacquarrie@cuttensd.org>

Document shared with you: "Leave of Absence"

Marissa Francis <marissamcunningham@gmail.com>

Tue, Aug 4, 2026 at 9:51 PM

To: Becky MacQuarrie <bmacquarrie@cuttensd.org>

Cc: Vanesa Carillo-Salas <vcarillo-salas@cuttensd.org>, mrichards@cuttensd.org

Dear Becky,

After many long discussions with my husband and family, I have made the difficult decision to resign from my position with the district, effective September 29, 2026, after my baby bonding leave ends.

Leaving this role is bittersweet. I have been fortunate to work alongside incredible colleagues and administrators who have challenged, encouraged, and supported me throughout my time with the district. The relationships I have built and the experiences I've shared with my students will always hold a special place in my heart. It has been an honor and a privilege to be part of this community.

Thank you for the opportunities, encouragement, and trust you have given me over the years. I am sincerely grateful for my time with the district and for the impact it has had on both my professional and personal growth. I will always look back on this chapter with appreciation and gratitude.

Thank you for your understanding and support during this time. I wish you, our students, and the entire district nothing but continued success in the years ahead.

Sincerely,

Marissa Francis, M.S., CCC-SLP

Marissa Francis, M.S., CCC-SLP
Speech-Language Pathologist
marissamcunningham@gmail.com
(707) 496-4787

[Quoted text hidden]



Becky MacQuarrie <bmacquarrie@cuttensd.org>

Resignation

1 message

Tonja Speed <tlspeed30@gmail.com>

Tue, Aug 4, 2026 at 11:49 PM

To: Becky MacQuarrie <bmacquarrie@cuttensd.org>

Hi Becky,

Thank you for our conversation today.

As we discussed, I accepted a position today with another district, and my start date will be August 10.

I sincerely appreciate the opportunities and support that you have provided me during my time at Cutten. I am also grateful for the experiences and professional growth I have gained working with the staff, students, and families in the district.

Please let me know if there's any additional information you need from me as we work through this transition.

Thank you again, and I wish you and the district all the best this upcoming school year.

Sincerely,
Tonja

Sent from my iPhone

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Cutten Elementary (12 62745 0000000)

[Home](#)
[Data Entry Forms](#)
[Certification Preview](#)
[Reports](#)
[Contacts](#)
[FAQs](#)

Data Entry Forms

Data collection forms that are listed below are open for editing and certification, although their deadlines may have passed. All data collection forms, if applicable to your local educational agency (LEA), whether open or closed, certified or unsubmitted, can be viewed as uneditable reports under the Reports tab.

Filter by Fiscal Year: All By Program: All Programs By Status: All

10 Editable Data Collection(s) found.

Fiscal Year 2024-25	Deadline	Status
Title II, Part A Fiscal Year Expenditure Report, 24 Months	June 30, 2026	<i>Certified</i> cng, 6/11/2026 2:36 PM
Fiscal Year 2025-26	Deadline	Status
Title I, Part A Notification of Authorization of Schoolwide Program	January 15, 2026	<i>Certified</i> jlourenzo, 12/26/2025 9:04 AM
Title II, Part A Fiscal Year Expenditure Report, 12 Months	June 30, 2026	<i>Certified</i> cng, 6/11/2026 2:36 PM
Homeless Education Policy Requirements and Implementation	June 30, 2026	<i>Certified</i> cng, 6/11/2026 2:36 PM
Fiscal Year 2026-27	Deadline	Status
Certification of Assurances	June 30, 2026	<i>Certified</i> cng, 6/12/2026 8:13 AM
Protected Prayer Certification	June 30, 2026	<i>Certified</i> cng, 6/11/2026 2:36 PM
LCAP Federal Addendum Certification	June 30, 2026	<i>Certified</i> cng, 6/11/2026 2:36 PM
Application for Funding	June 30, 2026	<i>Certified</i> cng, 6/11/2026 2:36 PM
Nonprofit Private School Consultation	June 30, 2026	<i>Certified</i> cng, 6/11/2026 2:36 PM
Substitute System for Time Accounting	June 30, 2026	<i>Certified</i> cng, 6/11/2026 2:36 PM

General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-07

2024–25 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2026.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2024–25 Title II, Part A allocation	\$11,859
Transferred-in amount	\$0
Transferred-out amount	\$11,859
2024–25 Total allocation	\$0

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$0
2024–25 Unspent funds	\$0

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2025–26 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2025 through June 30, 2026.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2025–26 Title II, Part A allocation	\$10,705
Transferred–in amount	\$0
Transferred–out amount	\$10,705
2025–26 Total allocation	\$0

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$0
2025–26 Unspent funds	\$0

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Anne
Homeless liaison last name	Girard
Homeless liaison title	Social Worker
Homeless liaison email address (Format: abc@xyz.zyx)	agirard@cuttensd.org
Homeless liaison telephone number (Format: 999-999-9999)	707-441-3900
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.0

Homeless Liaison Training Information

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	06/03/2025
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Housing Questionnaire Identifying Homeless Children

Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2025–26 Title I, Part A LEA allocation	\$130,686
2025–26 Title I, Part A direct or indirect services to homeless children reservation	\$1,000

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Karina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

Amount of 2025–26 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$1,000
Homeless services provided (Maximum 500 characters)	Gas cards, laundry cards
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2026–27 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca26assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Becky MacQuarrie
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	06/11/2026

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2026–27 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Becky MacQuarrie
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	06/11/2026
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2026–27 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	09/15/2025
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Becky MacQuarrie
Authorized Representative's Title	Superintendent

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2026–27 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2026–27 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at <https://www.cde.ca.gov/fg/ac/sa/>.

2026–27 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2026–27 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, English Learner; Title III, Immigrant; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

Y1: meaningful consultation occurred

Y2: timely and meaningful consultation did not occur

Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

No

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2026–27 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
-------------	-------------	------------	-----------------------	--------------------------------	------------------------------------	-------------------	--------------

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

MEMORANDUM OF UNDERSTANDING

Agreement Regarding Preschool Special Education Services

Special Beginnings Preschool

This Memorandum of Understanding (MOU) is entered into between the Humboldt County Office of Education ("HCOE") and Cutten Ridgewood School District ("District") dated 6/10/2026. It sets forth the agreement between the Parties regarding the provision of services to preschool students through the Special Beginnings ("SB") program.

WITNESSETH:

WHEREAS, the Parties to this Agreement are local education agencies ("LEAs") within Humboldt County; and

WHEREAS, HCOE Special Beginnings Preschool operates itinerant preschool services, preschool Special Day Classrooms ("SDCs") for students with mild/moderate disabilities, and inclusive/integrated preschool programs staffed by employees of HCOE. Each Special Beginnings Preschool Program provides an educational placement for students with special education needs ages three (3) to five (5). The goal of each program is to work collaboratively with students, their families, and community agencies to promote developmentally appropriate skill development, communication, self-awareness and self-control, and interpersonal/social skills. The programs provide a safe, supportive environment where students will have the opportunity to make progress within a time frame that meets their needs and abilities and progressively mainstream with their peers. Once students acquire the necessary skills and the IEP team determines that a less restrictive environment is appropriate, students will return to their neighborhood school; and

WHEREAS, HCOE desires to provide the opportunity for the District to refer students enrolled in their district for placement in the HCOE Special Beginnings Preschool Programs.

WHEREAS, the parties desire to set forth the understanding between each other regarding the governance and funding of the Special Beginnings programs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PARTICIPATING DISTRICT: By signing this agreement, the District is able to receive the benefits of this Agreement and/or make a referral to a Special Beginnings Preschool Program.

II. TERM. The term of this Agreement shall commence on July 1, 2026 and shall terminate June 30, 2027. In the event a new Agreement has not been fully executed on July 1, 2026, the terms of this Agreement will govern all existing placements in or new referrals to a Special Beginnings Preschool Program.

III. OPERATION TERMS

A. HCOE's Special Beginnings Preschool Program (HCOE SB) shall:

1. Operate the following programs:
 - a. Itinerant special education teacher services. Itinerant teacher can travel to specified locations (home, preschool, designated meeting space);
 - b. Itinerant speech and language services. Itinerant speech and language services are subject to availability and are provided on designated school sites.
 - c. Special Day Classrooms ("SDCs") for preschool-aged students with mild-moderate disabilities, staffed by an appropriately credentialed teacher and a supervising administrator.
 - d. Inclusive/Integrated Preschool Programs for preschool-aged students who require an inclusive setting for FAPE, staffed by an appropriately credentialed teacher and a supervising administrator.

Classroom-based preschool programs operated by Special Beginnings may be offered on a District school site or community site designated for student instruction.
2. Provide the following related services, pursuant to their IEPs, to students enrolled in Special Beginnings Preschool Classroom-Based Programs: Speech and Language Instruction, Occupational Therapy, Physical Therapy, Behavioral Services, Nursing Services, School Psychologist Services, and Deaf and Hard of Hearing Services. These related services are included in the fee-for-service.

3. Provide transportation if agreed upon by the parties, for an additional fee. HCOE will make every effort to secure transportation for students in Special Beginnings Preschool Programs when required by their IEPs. Transportation is not guaranteed. If HCOE is not able to provide transportation services, it will provide written notification to the District so the District can make alternate arrangements.
4. As outlined in section B19, HCOE SB will arrange with the Humboldt-Del Norte SELPA to provide Visual Impairment and Orientation & Mobility/Assistive Technology services. Other related services such as Educational Audiology, Adapted Physical Education, and Intensive Individual Services may be arranged for by HCOE SB at additional cost to the District or may be arranged by the District.
5. Allow District site staff access to HCOE SB occupied classrooms without prior notice to the extent that the visits are not unduly disruptive. When the Program is located at another district's site, District staff will follow school site office check-in procedures.
6. Be responsible for implementing the Individual Education Program (IEPs) for students placed in the program.
7. Be responsible for assessing children transitioning from Part C to Part B services for Students who are transitioning from IFSP to IEP at age 3, unless the District notifies them in writing that the District will complete these activities, and for assessing students already enrolled in Special Beginnings Preschool Programs.
8. Be responsible for conducting all necessary IEP meetings for students while they are enrolled in the Program, and shall provide copies of the IEP Documents to District. HCOE SB Representative will contact the District and other IEP team members at least 45 calendar days prior to the due date of annual IEP meeting, and 60 calendar days prior to the due date of triennial IEPs, to schedule an IEP meeting and confirm which entity will conduct any related evaluations/assessments. Unless agreed to otherwise by the Parties, HCOE staff shall facilitate the IEP meetings and District staff shall take notes at the IEP meetings. The Parties may agree to switch roles. In scheduling the IEP meetings, HCOE SB will ensure that

- mandatory IEP team members, including a District general education teacher, if required, are available.
9. Employ and supervise all HCOE staff, including certificated and classified employees, interpreters and substitutes required for the operation of classes. HCOE may consult with the appropriate school district on site-specific issues. The District may bring any staff-related concerns to the attention of the person identified in Section K (Notice) below.
 10. Maintain established relationships with partner organizations that provide early childhood services as part of the child find activities conducted by HCOE. Specifically, HCOE communicates with Redwood Coast Regional Center, North Coast Childrens, Changing Tides , Hoopa and Yurok Headstart, First Five , Winzler State Preschool and all local regional center, community preschool and child care programs, etc. As part of this collaboration, HCOE will continue to serve as a point of contact for these organizations regarding preschool students who might require special education assessment, and to provide transition support in the form of facilitating a transition IEP to the districts of residence for these students.
 11. Process all referrals from the District and be the main point of contact regarding Special Beginnings Preschool Programs.
 12. Collaborate with the District in developing the IEP, including confirming which specific services will be/can be provided within the Special Beginnings Preschool Program.
 13. Within one (1) business day of receipt of a parent request for an IEP meeting, notify the District and facilitate scheduling of the meeting within 30 days.
 14. Alert the District, within one (1) business day, of situations which may require Prior Written Notice (PWN) by the District, including parent requests for assessments for additional services, and shall collaborate with the District in drafting a PWN in response.
 15. Upon receipt of district communication outlined in section B12 (request to set an IEP meeting), send Notice of Meeting with excusal form at least within a reasonable timeline prior to IEP meeting. HCOE SB will attend all IEP meetings in cooperation with District personnel.

16. Notify the District within one (1) business day if an educational rights holder requests that a student placed in an HCOE SB Preschool Program be assessed for additional IEP eligibility and/or services, or makes any request requiring action by the District.
17. For re-evaluations and any other assessment, communicate with the District to confirm which, if any, of legally-required or agreed-upon assessments/evaluations HCOE SB will complete. If HCOE SB and the District agree that HCOE SB is performing the entire assessment/evaluation at issue, HCOE SB shall be solely/fully responsible for developing the Assessment Plan, soliciting parent consent, completing the assessment in timelines outlined in state and federal law, and scheduling an IEP meeting to share assessment results.
18. Follow the agreements set forth in section B.5 below outlining responsibilities for finalizing and distributing IEP paperwork.
19. When a student is enrolled in a HCOE SB Preschool Program, be the primary SEIS account holder and provide the District with editing access as requested. Edit access for any non-district providers including NPA providers is granted only by the Humboldt-Del Norte SELPA.
20. Ensure draft present levels of performance, proposed draft goals, proposed draft BIP, and proposed draft IEP are available in SEIS for review by the District representative at least five (5) calendar days prior to the IEP meeting. If circumstances exist that delay the ability of the HCOE SB case manager to prepare the required draft documents, as soon as reasonably possible (no longer than two (2) days), the HCOE SB case manager will inform the District so that the District can take appropriate steps to address the delay.
21. Provide IEP-related interpretation and/or translation services for any student in HCOE SB Preschool Programs at a separate cost to the District.
22. Notify the District in writing and coordinate with the District to schedule an IEP to review placement if, at any time, HCOE SB believes that the HCOE SB Preschool Program cannot meet the student's needs or that the requested program is too restrictive, based on the student's needs, .
23. If a student is suspected of requiring Low Incidence ("LI") Equipment, collaborate with the District regarding any materials and equipment that may be necessary to support the student when placed in HCOE SB Preschool Programs. This collaboration will include communication and collaboration with Humboldt-Del Norte SELPA as the LI provider.

24. Log related delivered services in SEIS Service Tracker or via alternative means of IEP implementation tracking. These logs will be available by the end of each month for classroom-based services and at the end of each progress period for itinerant-program services. Service logs will be available in SEIS for review by the District via service tracker or attachment. If the District is providing services, it is the District's responsibility to attach all service logs to the students IEP.
25. Notify the District of any student who is Chronically Absent. Upon District request, HCOE will provide monthly attendance logs of all District students enrolled in HCOE Special Education Programs.
26. In the event that the IEP team recommends instruction and services for students in the home or hospital, HCOE and the District will coordinate services in accordance with 5 CCR 3051.4.

B. The District shall:

1. For students not transitioning from Part C to Part B, refer students to the Special Beginnings Preschool Program by completing HCOE SB referral form and providing all requested information.
2. Designate HCOE SB to complete all initial assessments for Students who are transitioning from IFSP to IEP at age 3, including scheduling the IEP meeting to review the initial assessments, unless the District notifies them in writing that the District will complete these activities.
3. Comply with Child Find obligations as established in state and federal law.
4. Refer preschool assessments to HCOE SB as appropriate, such as when the District receives a request for evaluation from parents of a preschool-aged child not enrolled in Early Start.
5. Once in a HCOE SB Preschool Program, if the District receives a request for assessment, Evaluate the request/recommendation and respond within the appropriate window, including by coordinating with HCOE SB regarding conducting agreed-upon assessments and by sending/transmitting an Assessment Plan to the student's education rights holder/s. If a PWN to deny assessments is required, the PWN will be written by the District, with input from HCOE as requested.
6. Remain the District of Special Education Accountability for District students

attending a Special Beginnings Preschool Program, subject to continued residency in the District.

7. When a District is referring to HCOE SB and HCOE SB did not conduct the assessments of the student, be responsible for scheduling and coordinating the placement IEP meeting. The District will coordinate observations and IEP meetings with HCOE Special Beginnings as needed.
8. Make an offer of FAPE for a HCOE SB Preschool Program after receiving written notification that expressly specifies the IEP placement and services that HCOE SB is able to provide to the student.
9. Develop the IEP in collaboration with HCOE staff for students accepted into a HCOE SB Preschool Program.
10. Finalize and distribute IEP paperwork in the following ways under the following circumstances:
 - i. When a student has been referred to HCOE SB Preschool Programs but not assessed by HCOE SB and has not been previously enrolled in HCOE SB Preschool Program, the District will update and finalize the IEP document, affirm the IEP within seven (7) calendar days of the IEP meeting and distribute and IEP with the original signature page/s to the appropriate parties, including the student and education rights holders.
 - ii. When a student has been assessed by HCOE SB or is currently in a HCOE SB Preschool Programs HCOE SB representative will update and finalize the IEP document, affirm the IEP within seven (7) calendar days of the IEP meeting and distribute and IEP with the original signature page/s to the appropriate parties, including the student and education rights holders.
11. Collaborate with HCOE SB regarding any materials and equipment that may be necessary to support a student suspected of requiring Low Incidence (LI) Equipment and Services when placed in HCOE SB Preschool Programs. This collaboration will include communication and collaboration with Humboldt-Del Norte SELPA as the LI provider.
12. Attend all IEP meetings for students referred to, enrolled in, or evaluated by HCOE SB. The District representative in attendance at the IEP meeting will make the offer of FAPE at the appropriate time on the IEP meeting agenda. If the District representative must leave the IEP meeting for any reason, a continuation meeting will be scheduled and the meeting will be concluded.
13. Acknowledge parent requests for IEP meetings and cooperate with HCOE in scheduling of IEP meetings to ensure that a representative of the District and appropriate HCOE SB staff can attend the IEP meeting. No IEP meeting may occur without a District representative in attendance.

14. Draft the meeting notice and any excusal form necessary and send it to the Education Rights Holder. District and HCOE will work together to ensure legally necessary team members are present or properly excused, if necessary. The District is responsible for ensuring that all IEP meetings are properly constituted, and that required team members are in attendance. To ensure that the Notice of Meeting and Excusal Form is sent to the appropriate party/parties, the District is responsible for informing HCOE of changes in educational rights holders, including but not limited to conservatorship or court orders.
15. Upon HCOE SB's written notification of situations which may require Prior Written Notice (PWN) by the District, including parent requests for assessments and/or for additional services, collaborate with HCOE in the drafting of a PWN. The District shall be responsible for finalizing and sending/transmitting the PWN to the student and education rights holders.
16. If HCOE SB is not able to provide IEP-related interpretation and/or translation services, advise HCOE whether it desires: (1) for HCOE SB to arrange for a private agency to provide the service (to be billed at cost to the District); or (2) to itself provide the interpretation and/or translation services.
17. Provide HCOE SB notification if the District prefers to conduct an assessment required by law. Otherwise, HCOE SB will complete assessment as requested and in accordance with legal guidelines set forth in IDEA.
18. Provide HCOE SB with the following information for SEIS:
 - i. Name and email address of the provider being added
 - ii. Student SSID
 - iii. Student Initials
19. Provide a District representative to who attends the IEP, serves as notetaker, and serves as mandatory administrative representative in the IEP Meeting. Parties may agree to swap the roles of facilitator (typically HCOE) and notetaker (typically District)..
20. Provide any and all IEP related services for students, including transportation, that HCOE SB has not agreed to provide.
21. Maintain service logs of any IEP services which remain the District's responsibility. If the District is providing services, it is the District's responsibility to attach all service logs to the students IEP.

22. Address any student who is chronically absent in accordance with District policy and procedure.

23. Coordinate home and hospital services in accordance with 5 CCR 3051.4.

IV. REFERRALS FOR SPECIAL BEGINNINGS PRESCHOOL PROGRAM.

A. Students may be admitted to a HCOE SB Preschool Program after (1) approval by the SB Program Administrator; and (2) a final IEP team decision with parent/guardian consent to transfer a student into a specifically identified HCOE SB Preschool Program.

B. REFERRAL PROCESS.

1. Part C to B Transitions

- a. RCRC, or HCOE for children with solely LI disabilities, notifies both the District and HCOE of children residing within the District who are eligible for Part C services under Early Start.
- b. HCOE and the District will jointly attend all Part C to Part B transition activities unless the District has notified HCOE in writing that they will complete Part C to B activities as outlined above.
- c. HCOE and the District will share all relevant files and information.
- d. HCOE will conduct all initial assessments for children transitioning from Part C services unless the District has notified HCOE in writing that the District will do so.
- e. HCOE SB will be prepared to discuss, at each child's initial IEP meeting, whether or not HCOE SB Preschool Programs would be an appropriate placement. HCOE SB will share this information with the District in advance of the IEP meeting and will provide at least five (5) business days' notice if HCOE SB staff believe a child may be determined eligible but do not believe their programs can meet the child's needs. As a part of this process, HCOE will determine whether:

- i. The appropriate program can serve any additional students or if it is at capacity.
 - ii. The requested program can/cannot meet the referred student's needs.
 - iii. The requested program is too restrictive, based on the student's needs.
 - 2. IEP Team/District Referrals (children not transitioning from Part C to Part B)
 - a. The District will initiate a Referral by holding an IEP meeting and determining that a HCOE SB Preschool Placement might be an appropriate placement for the student in question. If the IEP team agrees to refer to a HCOE SB Preschool Program, the District will notify HCOE SB of the IEP team's decision. As part of the referral process, the District will obtain consent from the student's parent(s)/guardian(s) to exchange information with HCOE SB.
 - b. Upon receipt of a Referral, HCOE SB will review all relevant materials and meet within ten (10) school days to determine if the student is appropriate for a HCOE SB Preschool Program and, if so, to which program the student should be referred. The determination shall be communicated to the District, within one business day of the determination
 - c. HCOE may decline a referral for a student due to the following:
 - i. The appropriate program is at capacity and cannot serve any additional students.
 - ii. The requested program cannot meet the referred student's needs.
 - iii. The requested program is too restrictive, based on the student's needs.
 - iv. Any other nondiscriminatory reason.

- d. The District will arrange and hold an IEP meeting to discuss the Referral within 30 calendar days from the date the Referral was made by the IEP team, not including holidays and breaks that in excess of five school days. If the referral was accepted by HCOE SB, the District will send a representative to the IEP meeting at which the HCOE SB placement will be discussed.

IV. STUDENT DISCIPLINE AND STUDENT REMOVAL FROM HCOE SB PRESCHOOL PROGRAM

- A. As soon as reasonably possible, HCOE SB will notify the District if a student is suspended, and for each subsequent day of suspension thereafter.
- B. HCOE SB will notify the District within twenty-four (24) hours of any behavior of a student that could lead to expulsion under California's Education Code, whether the expulsion is permissive or mandatory. Any behavior that meets the criteria established in Education Code section 48915 must be immediately reported to the District. Only the District has authority to expel a student. HCOE will work with the District to complete any necessary disciplinary procedures.
- C. Within 24 hours of any event requiring restraint or seclusion, HCOE will provide the parent/guardian, the residential care provider (if appropriate), and the District, and SELPA with the Behavioral Emergency Report (BER). Districts are responsible for maintaining records of all uses of restraint and seclusion and reporting that data annually to the California Department of Education.
- D. Any change of a special education student's placement requires compliance with the Individuals with Disabilities Education Act ("IDEA") and its implementing regulations, including 34 C.F.R. § 300.530 et seq.
- E. The District is responsible for determining if another placement is warranted if:
 - (1) A student receives ten (10) school days of suspensions, and/or
 - (2) HCOE SB notifies the District that a student engaged in conduct that lead the program to consider whether the student should be exited from the HCOE SB Preschool Program.
- F. The HCOE SB Administrator, after consultation with the District, may unilaterally determine a student needs to be exited from a HCOE SB Preschool Program.

HCOE must give at least twenty (20) school days' notice to the District upon a determination that it will exit a student from the HCOE SB Preschool Program, requiring the District to find an alternative educational placement for the student. This is the sole mechanism for a HCOE SB Preschool Program to unilaterally remove a student from the Program.

- G. HCOE understands and acknowledge that parents/guardians of special education students have a right to invoke the "Stay Put" provisions of the IDEA, 20 U.S.C. § 1415(j), which may require HCOE to continue the student's placement in its HCOE SB Preschool Program upon a determination by the Office of Administrative Hearings and/or a higher court that the parent/guardian is entitled to remain in the HCOE SB Preschool Program during the pendency of a dispute regarding the student's receipt of FAPE and to implement this Agreement.

V. COLLABORATION BY PARTIES WHILE A STUDENT IS ENROLLED IN HCOE SB.

- A. The parties agree to collaborate and cooperate in good faith with one another to ensure all students at the HCOE SB Preschool Programs receive a FAPE.
- B. Either HCOE or the District may call for an IEP meeting to discuss a student's educational needs. Both HCOE and the District must have a representative in attendance at any IEP meeting, unless there is mutual agreement otherwise. HCOE may not hold an IEP meeting without the District's presence.
- C. The District is responsible for identifying an administrative representative who will attend meetings for its students who are enrolled at a HCOE SB Preschool Program.
- E. In collaboration with the District, HCOE shall provide at least 48 hours' written notice, and 24 hours' verbal notice, in the event any of the following circumstances arise for a student placed in HCOE SB Preschool Programs:
 - 1. Three unexcused absences;
 - 3. A Behavioral Emergency Report is filed;
 - 4. Suspension;

6. Student changes residence;
7. Student withdraws from school;
8. Parent/guardian requests someone observe student in school;
9. Parent/guardian indicates an outside assessor is assessing student;
10. Police are called in an incident involving student;
11. A records request for a student from the District is received by HCOE SB;
13. Any disruption to a student's services as set forth in the student's IEP;
14. Parent/guardian files a request for mediation or due process;
15. Parent/guardian files a Uniform Complaint on behalf of a student;
16. The District of Service learns of a student being hospitalized temporarily or on a long-term basis;
17. Parent/guardian unilaterally places a student in a different educational placement; or
18. A student commits any act enumerated in Education Code section 48915.

F. The District is responsible for making: (1) all offers of free appropriate public education ("FAPE"); (2) all offers of a change in placement, (3) holding manifestation determination review meetings after a student has been suspended more than ten (10) days in a school year; and (4) effectuating any necessary changes in placement.

I. RECORDS

1. HCOE shall act as the custodian of all student records for the District's students placed in the HCOE SB Preschool Program.
2. HCOE shall provide records to the District upon request within two (2) school days of the request being made.
3. The District shall be responsible for responding to records requests for students in the HCOE SB Preschool Program within the timelines required by law. Any records requests received by HCOE shall be promptly forwarded to the District along with a copy of the student's files.

- N. Students will attend the HCOE SB Preschool Program based upon the HCOE adopted school calendar. A copy of this calendar will be provided to the District upon admission of any of its students to a HCOE SB Preschool Program.

VI. EMERGENCY SERVICES

- a. The parties will communicate regularly about emergency preparedness and services (e.g., school site safety plans and drills, emergency service calls).
- b. HCOE will provide each School Site administrator/office with staff emergency information, student emergency information and care plans, and relevant court orders (such as custody orders) at District request.
- c. District will provide assistance to HCOE administrators and Program students during onsite emergencies to the extent District personnel are on the site and available when HCOE SB Preschool Programs are located on District Sites.

VII. FINANCE

- a. Revenue:
 - i. Revenue for the program will be generated from State apportionments and applied to offset the program.
 - ii. Revenue for the program may be generated from District Billing Options Program activities and applied to offset program costs.
 - iii. District Costs
 1. The District will be charged a fee for service for each student for whom it is responsible for providing special education and who is being served in an HCOE SB Preschool Program.
 2. On behalf of any student in HCOE SB Preschool Programs, HCOE will apply to SELPA for AB 602 Augmentation allocations. Any AB 602 Augmentation allocation provided to HCOE for Intensive Individual Services will be deducted from the total cost of those services. The remainder will be the responsibility of the District.
 3. HCOE SB will charge actual costs for services, including

allowable costs per Humboldt-Del Norte SELPA Allowable Costs for Special Education Program Reimbursements Matrix/Policy for facilities, staff, materials and supplies. Actual costs for classroom-based programs will be calculated as follows: All costs associated with HCOE SB Preschool SDCs and Inclusive/Integrated Preschool Programs, including but not limited to teachers, aides, support services, special education administration, rent, and indirect costs, offset by any and all revenue received from federal or state funding for children enrolled in the programs. Actual costs for HCOE SB Itinerant Services will be calculated as follows: All costs associated with HCOE SB Itinerant Services, including but not limited to teachers, aides, support services, special education administration, rent, and indirect costs, offset by any and all revenue received from federal or state funding for children enrolled in the programs, except as provided below (#4).

4. Revenue received for children enrolled in SB programs under the Medi-Cal Administrative Activities shall be used by HCOE in accordance with law, rather than as a direct offset to the HCOE SB Preschool Programs on a per-pupil basis.
5. If the IEP team determines that a student requires additional adult staffing or intensive individual services, District shall be responsible for paying for the cost of the additional staffing. This service is not provided by the HCOE SB Preschool Program and is billed separately if necessary to meet a student's needs.
6. If HCOE provides transportation to a District student, the District will be billed separately for that cost. Transportation costs are not included in the HCOE SB fee for service.
7. HCOE SB will provide updates on projected costs to the District during budget adoption, at first interim, and at second interim.
8. The District agrees to pay HCOE actual costs for the services provided in the HCOE SB Preschool Programs, less revenue, divided by the total number of enrolled students over the year. For purposes of determining the amount to be billed, the

District will be billed per student based on its actual student count. A student is counted on the date of school entry. Student counts will be determined using an average of the December 1 and April 1 pupil counts. If April 1 lands on a Saturday, then the pupil count date will be March 31st. If April 1st lands on a Sunday, the count date will be April 2nd.

- b. Fiscal Shortfall: The terms and conditions of the agreement will be renegotiated if either of the following two events occur:
 - i. Either party suffers a significant fiscal shortfall as a result of extraordinary and/or unanticipated cost increases or funding reductions.
 - ii. The basic funding model for Special Education changes during the term of this Agreement.
 - iii. It is the intent of the parties to negotiate any amendments to this agreement to protect both HCOE and the District from significant funding and/or expenditure changes caused by circumstances not under their respective controls

VIII. DUE PROCESS HEARINGS AND COMPLAINTS.

- A. The District acknowledges that it is responsible for providing FAPE to all students enrolled in HCOE SB Preschool Programs. Accordingly, if the HCOE is named as the sole entity in a due process hearing, HCOE and the District agree that the District, as the student's district of special education accountability, is a necessary party to the due process proceedings.
- C. The District and HCOE will cooperate fully in the processing of hearings and complaints and in preparing for litigation, including in witness preparation and releasing witnesses to testify. This includes resolution sessions, mediations and hearings, coordinating witness availability, and producing documents regarding the student.
- E. HCOE and the District shall share liability for the outcome of any hearing, or any orders related to compliance complaints, including prevailing party attorneys' fees, proportional to the responsibility identified in the written outcome.
- F. The District, in consultation with HCOE, shall be responsible for responding to CDE Compliance Complaints or complaints filed with the Office of Civil Rights,

unless the parties mutually agree it is more appropriate for the HCOE to respond to the complaint.

- IX. DISPUTE RESOLUTION PROCESS. Notwithstanding any dispute processes set forth in the SELPA Local Plan or any other documents, disagreements arising under this MOU shall first be brought to the attention of the other party, in writing, pursuant to the Notice provisions within this MOU. Within 15 calendar days of receipt of the written notice, the District's Director of Special Education or appropriate personnel/designee and the HCOE's Director of Special Education or appropriate personnel/designee will meet in an attempt to resolve the dispute to the mutual satisfaction of both Parties. If this meeting fails to resolve the dispute, the parties agree to meet with the SELPA so that the SELPA can facilitate a resolution to the dispute. After exhaustion of these steps, the parties may mutually agree to participate in mediation to resolve the dispute(s). Any remaining disputes may be brought to a court of law of competent jurisdiction.
- X. NOTICES. All notices or demands to be given under this MOU by either party shall be in writing and given either by (a) personal service, or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses for notice are attached as Exhibit A.

Notice: Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to HCOE shall be sent to the following address:

Humboldt County Office of Education
901 Myrtle Ave
Eureka, CA 95501
Attn: Genevive Macias, Director of Early Education Email:
gmacias@hcoe.org

Any notice to District shall be sent to the following address:

Cutten Ridgewood School District
4182 Walnut Drive
Eureka, CA 95503
Becky MacQuarrie, Superintendent

- XI. NONRENEWAL. If either party elects not to renew this MOU, it will give prior written notice to the other party by February 1, 2028 of its intent to not to renew the agreement.
- XII. HOLD HARMLESS.
- A. The District agrees to and does hereby indemnify, hold harmless and defend the HCOE and their officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct by a party or its officers, employees or agents.
- B. HCOE agrees to and does hereby indemnify, hold harmless and defend the District, and their officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct of a party or its officers, employees or agents.
- XIII. COMPLIANCE WITH APPLICABLE LAWS. The parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to each party.
- XIV. ENTIRE AGREEMENT/AMENDMENT. This MOU constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by all parties.
- XV. SEVERABILITY. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- XVI. GOVERNING LAW. The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Humboldt County, California and no other county.

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

IN WITNESS WHEREOF, the foregoing Memorandum of Understanding is hereby executed as of the date first written above.

Date: _____
Michael Davies Hughes
Superintendent
Humboldt County Office of Education

Becky MacQuarrie

Date: Jun 29, 2026
Becky MacQuarrie, Superintendent
Superintendent
Cutten Ridgewood School District

Appendix A: List of Common Special Education Acronyms

504	Section 504 of the Rehabilitation Act of 1973
AAC	Alternative Augmentative Communication
ABA	Applied Behavior Analysis
ADA	Americans with Disabilities Act
ADA	Average Daily Attendance
ADHD	Attention Deficit Hyperactivity Disorder
ADR	Alternative Dispute Resolution
ALJ	Administrative Law Judge
APE	Adaptive Physical Education
ASD	Autism Spectrum Disorder
ASL	American Sign Language
AT	Assistive Technology
BCBA	Board Certified Behavior Analyst
BIP	Behavioral Intervention Plan
CAASPP	California Assessment of Student Performance & Progress
CAC	Community Advisory Committee
CART	Communication Access Realtime Translation
CCR	California Code of Regulations
CCS	California Children's Services
CDE	California Department of Education
CDS	Community Day School
CFR	Code of Federal Regulations
DHH	Deaf and Hard of Hearing
DOJ	Department of Justice
DSM-5	Diagnostic and Statistical Manual of Mental Disorders (5th Edition)
ED	Emotional Disturbance
EHA	Education for All Handicapped Children Act (predecessor to IDEA)
EL	English Learner
ESL	English as a Second Language
ESY	Extended School Year
FAPE	Free Appropriate Public Education
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
HHI	Home/Hospital Instruction
IA	Instructional Aide
IAES	Interim Alternative Educational Setting
ID	Intellectual Disability
IDEA	Individuals with Disabilities Education Act

IEE	Independent Educational Evaluation
IEP	Individualized Education Program
IFSP	Individualized Family Services Plan
IS	Independent Study
ISA	Individual Services Agreement
ISP	Individualized Service Plan
ITP	Individualized Transition Plan
IWEN	Individual with Exceptional Needs
LCI	Licensed Children's Institution
LEA	Local Education Agency
LEP	Limited English Proficient
LRE	Least Restrictive Environment
MD	Manifestation Determination
NPA	Nonpublic Agency
NPS	Nonpublic School
O & M	Orientation and Mobility
OAHC	Office of Administrative Hearings
OCD	Obsessive Compulsive Disorder
OCR	Office for Civil Rights
ODD	Oppositional Defiant Disorder
OHI	Other Health Impairment
OI	Orthopedic Impairment
OSEP	Office of Special Education Programs
OSERS	Office of Special Education and Rehabilitation Services
OT	Occupational Therapy
PDD	Pervasive Developmental Disorder
PWN	Prior Written Notice
RSP	Resource Specialist Program
RTI	Response to Intervention
SAI	Specialized Academic Instruction
SBE	State Board of Education
SEA	State Education Agency
SELPA	Special Education Local Plan Area
SLD	Specific Learning Disability
SLI	Speech or Language Impairment
SST	Student Study Team
SWD	Students with Disabilities
TBI	Traumatic Brain Injury
USC	United States Code
USDOE	United States Department of Education
VI	Visual Impairment

MEMORANDUM OF UNDERSTANDING

Agreement Regarding Special Education Services

Glen Paul School

This Memorandum of Understanding (MOU) is entered into between the Humboldt County Office of Education ("HCOE") and **Cutten Ridgewood School District** ("District") dated 06/20/2026. It sets forth the agreement between the Parties regarding the provision of services to students with extensive support needs through the Glen Paul School ("GP") program.

WITNESSETH:

WHEREAS, the Parties to this Agreement are local education agencies ("LEAs") within Humboldt County; and

WHEREAS, HCOE Glen Paul School operates Special Day Classrooms ("SDCs") for students with extensive support needs staffed by employees of HCOE. Each Glen Paul Classroom provides an educational placement for students with special education needs ages three (3) to twenty two (22)). The goal of each program is to work collaboratively with students, their families, School Districts and community agencies to promote developmentally appropriate skill development, communication, self-awareness and self-control, and interpersonal/social skills. The programs provide a safe, supportive environment where students will have the opportunity to make progress within a time frame that meets their needs and abilities and progressively mainstream with their peers. Once students acquire the necessary skills and the IEP team determines that a less restrictive environment is appropriate, students will return to their neighborhood school; and

WHEREAS, HCOE desires to provide the opportunity for the District to refer students enrolled in their district for placement in the HCOE Glen Paul School.

WHEREAS, the parties desire to set forth the understanding between each other regarding the governance and funding of the Glen Paul School;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. **PARTICIPATING DISTRICT:** By signing this agreement, the District is able to receive the benefits of this Agreement and/or make a referral to Glen Paul School.

II. TERM. The term of this Agreement shall commence on July 1, 2026 and shall terminate June 30, 2027. In the event a new Agreement has not been fully executed on July 1, 2026, the terms of this Agreement will govern all existing placements in or new referrals to Glen Paul School.

III. OPERATION TERMS

A. HCOE's Glen Paul School (HCOE GP) shall:

1. Operate the following program: Special Day Classrooms ("SDCs") for students with Extensive Support Needs, staffed by an appropriately credentialed teacher and a supervising administrator.
2. Provide the following related services, pursuant to their IEPs, to students enrolled in Glen Paul Classroom Programs: Speech and Language Services, Occupational Therapy Services, Physical Therapy Services, Behavioral Services, Nursing Services, School Psychologist Services, and Adaptive Physical Education. These related services are included in the fee-for-service.
3. Provide transportation if agreed upon by the parties, for an additional fee. HCOE will make every effort to secure transportation for students at Glen Paul School when required by their IEPs. Transportation is not guaranteed. If HCOE is not able to provide transportation services, it will provide written notification to the District so the District can make alternate arrangements.
4. As outlined in section B.9., HCOE GP will arrange with the Humboldt-Del Norte SELPA to provide Visual Impairment and Orientation & Mobility/Assistive Technology services. Other related services such as Educational Audiology, and Intensive Individual Services may be arranged for by HCOE GP at additional cost to the District or may be arranged by the District.
5. Allow District site staff access to HCOE GP occupied classrooms without prior notice to the extent that the visits are not unduly disruptive. When the Program is located at another district's site, District staff will follow school site office check-in procedures.

6. Be responsible for implementing the Individual Education Program (IEPs) for students placed in the program.
7. Be responsible for conducting all necessary IEP meetings for students while they are enrolled in the Program, and shall provide copies of the IEP Documents to the District. HCOE GP Representative will contact the District and other IEP team members at least 45 calendar days prior to the due date of annual IEP meeting, and 60 calendar days prior to the due date of triennial IEPs, to schedule an IEP meeting and confirm which entity will conduct any related evaluations/assessments. Unless agreed to otherwise by the Parties, HCOE staff shall facilitate the IEP meetings and Glen Paul staff shall take notes at the IEP meetings. The Parties may agree to switch roles. In scheduling the IEP meetings, HCOE GP will ensure that mandatory IEP team members are available.
8. Employ and supervise all HCOE staff, including certificated and classified employees, interpreters and substitutes required for the operation of classes. HCOE may consult with the appropriate school district on site-specific issues. The District may bring any staff-related concerns to the attention of the person identified in Section K (Notice) below.
9. Collaborate with the District in developing the IEP, including confirming which specific services will be/can be provided within the Glen Paul School Program. Glen Paul service providers will make recommendations for services based on current assessment, progress on goals, and present levels. Utilizing the data provided, Districts will offer FAPE, including services and educational setting. Any service in addition to Glen Paul's service providers offer/recommendation will be the district's responsibility to cover.
10. Within two (2) business days of receipt of a parent request for an IEP meeting, notify the District and facilitate scheduling of the meeting within 30 days.
11. Alert the District, within two (2) business days, of situations which may require Prior Written Notice (PWN) by the District, including parent

- requests for assessments for additional services, and shall collaborate with the District in drafting a PWN in response.
12. Upon receipt of district communication outlined in section III.B12 (request to set an IEP meeting), District will send Notice of Meeting with excusal form at least within a reasonable timeline prior to IEP meeting. HCOE GP will attend all IEP meetings in cooperation with District personnel.
 13. Notify the District within two (2) business days if a parent/educational rights holder requests that a student placed in an HCOE GP Program be assessed for additional IEP eligibility and/or services, or makes any request requiring action by the District.
 14. For re-evaluations and any other assessment, communicate with the District to confirm which, if any, of legally-required or agreed-upon assessments/evaluations HCOE GP will complete. If HCOE GP and the District agree that HCOE GP is performing the entire assessment/evaluation at issue, HCOE GP shall be solely/fully responsible for developing the Assessment Plan, soliciting parent consent, completing the assessment in timelines outlined in state and federal law, and scheduling an IEP meeting to share assessment results. If there is disagreement between HCOE GP and the District regarding the areas included in the assessment plan, the District will be solely responsible for the development of the Assessment Plan, soliciting parent consent, and completing additional assessments beyond those agreed upon by HCOE GP. The Assessment Plan should specify which assessments will be conducted by HCOE versus District providers. In the event the parent/educational rights holder disagrees with assessment and requests an Independent Education Evaluation (IEE), the District will follow SELPA IEE guidance.
 15. Follow the agreements set forth in section update below outlining responsibilities for finalizing and distributing IEP paperwork.
 16. When a student is enrolled in a HCOE GPSchool, GPS will be the primary SEIS account holder and provide the District with editing access as requested. Edit access for any non-district providers including NPA providers is granted only by the Humboldt-Del Norte SELPA.
 17. Ensure draft present levels of performance, proposed draft goals, proposed draft BIP, and proposed draft IEP are available in SEIS for

review by the District representative at least five (5) calendar days prior to the IEP meeting. If circumstances exist that delay the ability of the HCOE GP case manager to prepare the required draft documents, as soon as reasonably possible (no longer than two (2) days), the HCOE GP case manager will inform the District so that the District can take appropriate steps to address the delay.

18. Provide IEP-related interpretation and/or translation services for any student in HCOE GP Programs.
19. Notify the District in writing and coordinate with the District to schedule an IEP to review placement if, at any time, HCOE GP believes that the HCOE GP Program cannot meet the student's needs or that the requested program is too restrictive, based on the student's needs.
20. If a student is suspected of requiring Low Incidence ("LI") Equipment, collaborate with the District regarding any materials and equipment that may be necessary to support the student when placed in HCOE GP Programs. This collaboration will include communication and collaboration with Humboldt-Del Norte SELPA as the LI provider.
21. Log related delivered services in SEIS Service Tracker, or other agreed upon tracking system, via alternative means of IEP implementation tracking. Service logs will be available in SEIS for review by the District via service tracker or attachment in the students IEP. If the District is providing services, it is the District's responsibility to attach all service logs to the students IEP.
22. Notify the District of any student who is Chronically Absent. Upon District request, HCOE will provide monthly attendance logs of all District students enrolled in HCOE Special Education Programs.
23. In the event that the IEP team recommends instruction and services for students in the home or hospital, HCOE and the District will coordinate services in accordance with 5 CCR 3051.4.

B. The District shall:

1. For students not transitioning from Part C to Part B, refer students to the Glen Paul by completing HCOE GP referral form and providing all requested information.

2. Comply with Child Find obligations as established in state and federal law.
3. Once in a HCOE GP Program, if the District receives a request for assessment, evaluate the request/recommendation and respond within the appropriate window, including by coordinating with HCOE GP regarding conducting agreed-upon assessments and by sending/transmitting an Assessment Plan to the student's education rights holder/s. If a PWN to deny assessments is required, the PWN will be written by the District, with input from HCOE as requested.
4. Remain the District of Special Education Accountability for District students attending a Glen Paul Program, subject to continued residency in the District.
5. When a District is referring to HCOE GP and HCOE GP be responsible for scheduling and coordinating the placement IEP meeting. The District will coordinate observations and IEP meetings with HCOE GPSs as needed.
6. Make an offer of FAPE for a HCOE GP Program after receiving written notification that expressly specifies the IEP placement and services that HCOE GP is able to provide to the student.
7. Develop the IEP in collaboration with HCOE staff for students accepted into a HCOE GP Program.
8. Finalize and distribute IEP paperwork in the following ways under the following circumstances:
 - i. When a student has been referred to HCOE GP Program but not assessed by HCOE GP the District will update and finalize the IEP document, affirm the IEP within seven (7) calendar days of the IEP meeting and distribute and IEP with the original signature page/s to the appropriate parties, including the student and education rights holders.
 - ii. When a student has been assessed by HCOE GP or is currently in a HCOE GP programs, HCOE GP representative will update and finalize the IEP document, affirm the IEP within seven (7) calendar days of the IEP meeting and distribute and IEP with the original signature page/s to the appropriate parties, including the student and education rights holders.
9. Collaborate with HCOE GP regarding any materials and equipment that may be necessary to support a student suspected of requiring Low Incidence (LI) Equipment and Services when placed in HCOE GP Programs. This collaboration will include communication and collaboration with

Humboldt-Del Norte SELPA as the LI provider.

10. Attend all IEP meetings for students referred to, enrolled in, or evaluated by HCOE GP. The District representative in attendance at the IEP meeting will make the offer of FAPE at the appropriate time on the IEP meeting agenda. If the District representative must leave the IEP meeting for any reason, a continuation meeting will be scheduled and the meeting will be concluded.
11. Provide a general education teacher for any student who is or might be participating in a general education setting for any part of his/her school day when the student is not participating in the general education classroom setting.. HCOE does not provide general education teachers for IEP meetings unless otherwise agreed upon..
12. Acknowledge parent requests for IEP meetings and cooperate with HCOE in scheduling of IEP meetings to ensure that a representative of the District and appropriate HCOE GP staff can attend the IEP meeting. No IEP meeting may occur without a District representative in attendance.
13. Draft the meeting notice notice and any excusal form necessary and send it to the Education Rights Holder. District and HCOE will work together to ensure legally necessary team members are present or properly excused, if necessary. The District is responsible for ensuring that all IEP meetings are properly constituted, and that required team members are in attendance. To ensure that the Notice of Meeting and Excusal Form is sent to the appropriate party/parties, the District is responsible for informing HCOE of changes in parents/educational rights holders, including but not limited to conservatorship or court orders.
14. Upon HCOE GP's written notification of situations which may require Prior Written Notice (PWN) by the District, including parent requests for assessments and/or for additional services, collaborate with HCOE in the drafting of a PWN. The District shall be responsible for finalizing and sending/transmitting the PWN to the student and education rights holders.
15. If HCOE GP is not able to provide IEP-related interpretation and/or translation services, advise HCOE whether it desires: (1) for HCOE GP to arrange for a private agency to provide the service (to be billed at cost to the District); or (2) to itself provide the interpretation and/or translation services.
16. Provide HCOE GP notification if the District prefers to conduct an assessment required by law. Otherwise, HCOE GP will complete

assessment as requested and in accordance with legal guidelines set forth in IDEA.

17. Provide HCOE GP with the following information for SEIS:

- i. Name and email address of the provider being added
- ii. Student SSID
- iii. Student Initials

18. Provide a District representative to who attends the IEP, could serve as notetaker, and serves as mandatory administrative representative in the IEP Meeting. Parties may agree to swap the roles of facilitator (typically HCOE) and notetaker (typically District).

19. Provide any and all IEP related services for students, including transportation, and additional service minutes that HCOE GP has not agreed to provide.

20. Maintain service logs of any IEP services which remain the District's responsibility. If the District is providing services, it is the District's responsibility to attach all service logs to the students IEP.

21. Address any student who is chronically absent in accordance with District policy and procedure.

22. Coordinate home and hospital services in accordance with 5 CCR 3051.4.

IV. REFERRALS FOR Glen Paul School PROGRAM.

A. Students may be admitted to a HCOE GP Program after (1) approval by the GP Program Administrator; and (2) a final IEP team decision with parent/education rights holder consent to transfer a student into a specifically identified HCOE GP Program.

B. REFERRAL PROCESS.

- a. Districts will make referrals to GP School by following GP's referral process. HCOE and the District will share all relevant files and information.
- b. District and/or HCOE Early Start will conduct all initial assessments for children transitioning from Part C services unless

the District has notified HCOE in writing that the District will do so.

- c. HCOE GP will be prepared to discuss, at each child's initial IEP meeting, whether or not HCOE GP Programs would be an appropriate placement. HCOE GP will share this information with the District in advance of the IEP meeting and will provide at least five (5) business days' notice if HCOE GP staff believe a child may be determined eligible but do not believe their programs can meet the child's needs. As a part of this process, HCOE will determine whether:
 - i. The appropriate program can serve any additional students or if it is at capacity.
 - ii. The requested program can/cannot meet the referred student's needs.
 - iii. The requested program is too restrictive, based on the student's needs.

B) 2. IEP Team/District Referrals (children not transitioning from Part C to Part

- a. The District will initiate a Referral by holding an IEP meeting and determining that a HCOE GP Program might be an appropriate placement for the student in question. If the IEP team agrees to refer to a HCOE GP Program, the District will notify HCOE GP of the IEP team's decision. As part of the referral process, the District will obtain consent from the student's parent(s)/guardian(s) to exchange information with HCOE GP.
- b. Upon receipt of a Referral, HCOE GP will review all relevant materials and meet within ten (10) school days to determine if the student is appropriate for a HCOE GP Program and, if so, to which program the student should be referred. The determination shall be communicated to the District, within one business day of the determination
- c. HCOE may decline a referral for a student due to the following:

- i. The appropriate program is at capacity and cannot serve any additional students.
 - ii. The requested program cannot meet the referred student's needs.
 - iii. The requested program is too restrictive, based on the student's needs.
 - iv. Any other nondiscriminatory reason.
- d. The District will arrange and hold an IEP meeting to discuss the Referral within 30 calendar days from the date the Referral was made by the IEP team, not including holidays and breaks that in excess of five school days. If the referral was accepted by HCOE GP, the District will send a representative to the IEP meeting at which the HCOE GP placement will be discussed.

IV. STUDENT DISCIPLINE AND STUDENT REMOVAL FROM HCOE GP PROGRAM

- A. As soon as reasonably possible, HCOE GP will notify the District if a student is suspended, and for each subsequent day of suspension thereafter.
- B. HCOE GP will notify the District within twenty-four (24) hours of any behavior of a student that could lead to expulsion under California's Education Code, whether the expulsion is permissive or mandatory. Any behavior that meets the criteria established in Education Code section 48915 must be immediately reported to the District. Only the District has authority to expel a student. HCOE will work with the District to complete any necessary disciplinary procedures.
- C. Within 24 hours of any event requiring restraint or seclusion, HCOE will provide the parent/guardian, the residential care provider (if appropriate), and the District, and SELPA with the Behavioral Emergency Report (BER). Districts are responsible for maintaining records of all uses of restraint and seclusion and reporting that data annually to the California Department of Education.
- D. Any change of a special education student's placement requires compliance with the Individuals with Disabilities Education Act ("IDEA") and its implementing regulations, including 34 C.F.R. § 300.530 et seq.

- E. The District is responsible for determining if another placement is warranted if:
 - (1) A student receives ten (10) school days of suspensions, and/or
 - (2) HCOE GP notifies the District that a student engaged in conduct that led the program to consider whether the student should be exited from the HCOE GP Program.
- F. The HCOE GP Administrator, after consultation with the District, may unilaterally determine a student needs to be exited from a HCOE GP Program. HCOE must give at least twenty (20) school days' notice to the District upon a determination that it will exit a student from the HCOE GP Program, requiring the District to find an alternative educational placement for the student. This is the sole mechanism for a HCOE GP Program to unilaterally remove a student from the Program.
- G. HCOE understands and acknowledge that parents/guardians of special education students have a right to invoke the "Stay Put" provisions of the IDEA, 20 U.S.C. § 1415(j), which may require HCOE to continue the student's placement in its HCOE GP Program upon a determination by the Office of Administrative Hearings and/or a higher court that the parent/guardian is entitled to remain in the HCOE GP Program during the pendency of a dispute regarding the student's receipt of FAPE and to implement this Agreement.

V. COLLABORATION BY PARTIES WHILE A STUDENT IS ENROLLED IN HCOE GP.

- A. The parties agree to collaborate and cooperate in good faith with one another to ensure all students at the HCOE GP Programs receive a FAPE.
- B. Either HCOE or the District may call for an IEP meeting to discuss a student's educational needs. Both HCOE and the District must have a representative in attendance at any IEP meeting, unless there is mutual agreement otherwise. HCOE may not hold an IEP meeting without the District's presence.
- C. The District is responsible for identifying an administrative representative who will attend meetings for its students who are enrolled at a HCOE GP Program.
- D. The District and HCOE GP will collaborate about facility/classroom space needs for its students enrolled in Glen Paul SDCs. If GPS is at capacity and needs to

expand by adding a classroom, the district which has the largest enrollment percentage of students needing the new space will be required to offer a classroom on their campus unless one in another district is volunteered.

- E. In collaboration with the District, HCOE shall provide at least 48 hours' written notice, and 24 hours' verbal notice, in the event any of the following circumstances arise for a student placed in HCOE GP Programs:
1. Chronically Absent, as defined in Education Code 48263.6;
 3. A Behavioral Emergency Report is filed;
 4. Suspension;
 6. Student changes residence;
 7. Student withdraws from school;
 8. Parent/guardian requests someone observe student in school;
 9. Parent/guardian indicates an outside assessor is assessing student;
 10. Police are called in an incident involving student;
 11. A records request for a student from the District is received by HCOE GP;
 13. Any disruption to a student's services as set forth in the student's IEP;
 14. Parent/guardian files a request for mediation or due process;
 15. Parent/guardian files a Uniform Complaint on behalf of a student;
 16. HCOE learns of a student being hospitalized temporarily or on a long-term basis;
 17. Parent/guardian unilaterally places a student in a different educational placement; or
 18. A student commits any act enumerated in Education Code section 48915.
- F. The District is responsible for making: (1) all offers of free appropriate public education ("FAPE"); (2) all offers of a change in placement, (3) holding manifestation

determination review meetings after a student has been suspended more than ten (10) days in a school year; and (4) effectuating any necessary changes in placement.

G. RECORDS

1. HCOE shall act as the custodian of all student records for the District's students placed in the HCOE GP Program.
2. HCOE shall provide records to the District upon request within two (2) school days of the request being made.
3. The District shall be responsible for responding to records requests for students in the HCOE GP Program within the timelines required by law. Any records requests received by HCOE shall be promptly forwarded to the District along with a copy of the student's files.

H. Students will attend the HCOE GP Program based upon the HCOE adopted school calendar. A copy of this calendar will be provided to the District upon admission of any of its students to a HCOE GP Program.

I. The Parties acknowledge that the IDEA requires all students be in the Least Restrictive Environment. HCOE and District will collaborate around mainstreaming time/inclusion opportunities for all students in Glen Paul programs. The Parties acknowledge that the Glen Paul SDC's host district must be in support of any mainstreaming/inclusion for students in that program and that HCOE cannot control access to programs or activities that it does not run.

VI. EMERGENCY SERVICES

- a. The parties will communicate regularly about emergency preparedness and services (e.g., school site safety plans and drills, emergency service calls).
- b. HCOE will provide each school site administrator/office with staff emergency information, student emergency information and care plans, and relevant court orders (such as custody orders) at District request.
- c. District will provide assistance to HCOE administrators and Program students during onsite emergencies to the extent District personnel are on the site and available when HCOE GP Programs are located on District Sites.

VII. FINANCE

a. Revenue:

- i. Revenue for the program will be generated from State apportionments and applied to offset the program.
- ii. Revenue for the program may be generated from District Billing Options Program activities and applied to offset program costs, where legally permissible.
- iii. District Cost/Transfers
 1. The District will be charged a fee for service for each student for whom it is responsible for providing special education and who is being served in an HCOE GP Program.
 2. The DSEA is the district or charter school in which the child is enrolled.
 3. Moves Between School Districts: If a child is enrolled in the DSEA based on geographic residence and the parent/educational rights holder moves to a new district of residence, the departing district must send the parent notice of disenrollment and a directive to enroll with a new district based on their geographic residence. The old district must immediately notify HCOE of the move and HCOE will schedule an IEP meeting with the new district. The receiving district must enroll resident students into their district. Once a child enrolled in a GP Program is enrolled in a new district following a geographic move of parent/educational rights holder, costs associated with the child's GP Program will transfer to the new district. Responsibility for the GP placement will remain with the new district until such time as the new district legally changes placement through the IEP process. If a transfer is within SELPA during the school year, the new district would be required to offer comparable services upon transfer, pursuant to Education Code section 56325(a)(2).
 4. HCOE GP will charge actual costs for services, including

allowable costs per Humboldt-Del Norte SELPA Allowable Costs for Special Education Program Reimbursements Matrix/Policy for facilities, staff, materials and supplies.. Actual costs for HCOE GPS Services will be calculated as follows: All costs associated with HCOE GPS Services, including but not limited to teachers, aides, support services, special education administration, rent, and indirect costs, offset by any and all revenue received from federal or state funding for children enrolled in the programs, except as provided below (#7).

5. Revenue received for children enrolled in GP programs under the Medi-Cal Administrative Activities shall be used by HCOE in accordance with law, rather than as a direct offset to the HCOE GP Programs on a per-pupil basis.
6. If the IEP team determines that a student requires additional adult staffing or intensive individual services, the District shall be responsible for paying for the cost of the additional staffing. This service is not provided by the HCOE GP Program and is billed separately if necessary to meet a student's needs.
7. If HCOE provides transportation to a District student, the District will be billed separately for that cost. Transportation costs are not included in the HCOE GP fee for service.
8. HCOE GP will provide updates on projected costs to the District during budget adoption, at first interim, and at second interim.
9. The District agrees to pay HCOE actual costs for the services provided in the HCOE GP Programs, less revenue, divided by the total number of enrolled students over the year. For purposes of determining the amount to be billed, the District will be billed per student based on its actual student count. A student is counted on the date of school entry. Student counts will be determined using an average of the December 1 and April 1 pupil counts. If April 1 lands on a Saturday, then the pupil count date will be March 31st. If April 1st lands on a Sunday, the count date will be April 2nd.

- b. Fiscal Shortfall: The terms and conditions of the agreement will be

renegotiated if either of the following two events occur:

- i. Either party suffers a significant fiscal shortfall as a result of extraordinary and/or unanticipated cost increases or funding reductions.
- ii. The basic funding model for Special Education changes during the term of this Agreement.
- iii. It is the intent of the parties to negotiate any amendments to this agreement to protect both HCOE and the District from significant funding and/or expenditure changes caused by circumstances not under their respective controls

VIII. DUE PROCESS HEARINGS AND COMPLAINTS.

- A. The District acknowledges that it is responsible for providing FAPE to all students enrolled in HCOE GP Programs. Accordingly, if the HCOE is named as the sole entity in a due process hearing, HCOE and the District agree that the District, as the student's district of special education accountability, is a necessary party to the due process proceedings.
- C. The District and HCOE will cooperate fully in the processing of hearings and complaints and in preparing for litigation, including in witness preparation and releasing witnesses to testify. This includes resolution sessions, mediations and hearings, coordinating witness availability, and producing documents regarding the student.
- E. HCOE and the District shall share liability for the outcome of any hearing, or any orders related to compliance complaints, including prevailing party attorneys' fees, proportional to the responsibility identified in the written outcome.
- F. The District, in consultation with HCOE, shall be responsible for responding to CDE Compliance Complaints or complaints filed with the Office of Civil Rights, unless the parties mutually agree it is more appropriate for the HCOE to respond to the complaint.

IX. DISPUTE RESOLUTION PROCESS. Notwithstanding any dispute processes set forth in the SELPA Local Plan or any other documents, disagreements arising under this MOU shall first be brought to the attention of the other party, in writing, pursuant to the Notice provisions within this MOU. Within 15 calendar days of receipt of the written notice, the District's Director of Special Education or appropriate personnel/designee and the HCOE's Director of Special Education or appropriate personnel/designee will meet in an attempt to resolve the

dispute to the mutual satisfaction of both Parties. If this meeting fails to resolve the dispute, the parties agree to meet with the SELPA so that the SELPA can facilitate a resolution to the dispute. After exhaustion of these steps, the parties may mutually agree to participate in mediation to resolve the dispute(s). Any remaining disputes may be brought to a court of law of competent jurisdiction.

- X. NOTICE. All notices or demands to be given under this MOU by either party shall be in writing and given either by (a) personal service, or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses for notice are attached as Exhibit A.

Notice: Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to HCOE shall be sent to the following address:

Humboldt County Office of Education
901 Myrtle Ave
Eureka, CA 95501
Attn:

Any notice to District shall be sent to the following address:

Cutten Ridgewood School District
4182 Walnut Drive
Eureka, CA 95503
Becky MacQuarrie, Superintendent

- XI. NONRENEWAL. If either party elects not to renew this MOU, it will give prior written notice to the other party by February 1, 2028 of its intent to not to renew the agreement.

- XII. HOLD HARMLESS.

- A. The District agrees to and does hereby indemnify, hold harmless and defend the HCOE and their officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the

other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct by a party or its officers, employees or agents.

- B. HCOE agrees to and does hereby indemnify, hold harmless and defend the District, and their officers, agents, and employees from every claim or demand made and every liability, loss, damage or expenses, of any nature whatsoever, which may be barred by reason of any act, neglect, default, or omission of the other party arising out of, or in any way connected with the services covered by this MOU, except for liability for damages which result from the sole negligence or willful misconduct of a party or its officers, employees or agents.

- XIII. COMPLIANCE WITH APPLICABLE LAWS. The parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to each party.
- XIV. ENTIRE AGREEMENT/AMENDMENT. This MOU constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by all parties.
- XV. SEVERABILITY. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- XVI. GOVERNING LAW. The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Humboldt County, California and no other county.
- XVII. AUTHORITY. Each individual executing this MOU, or its counterpart, on behalf of the respective party thereto, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the party which he/she represents.

IN WITNESS WHEREOF, the foregoing Memorandum of Understanding is hereby executed as of the date first written above.

Michael Davies Hughes
Superintendent
Humboldt County Office of Education

Becky MacQuarrie _____ Date: **Jun 30, 2026**
Becky MacQuarrie
Superintendent
Cutten Ridgewood School District

Appendix A: List of Common Special Education Acronyms

504	Section 504 of the Rehabilitation Act of 1973
AAC	Alternative Augmentative Communication
ABA	Applied Behavior Analysis
ADA	Americans with Disabilities Act
ADA	Average Daily Attendance
ADHD	Attention Deficit Hyperactivity Disorder
ADR	Alternative Dispute Resolution
ALI	Administrative Law Judge
APE	Adaptive Physical Education
ASD	Autism Spectrum Disorder
ASL	American Sign Language
AT	Assistive Technology
BCBA	Board Certified Behavior Analyst
BIP	Behavioral Intervention Plan
CAASPP	California Assessment of Student Performance & Progress
CAC	Community Advisory Committee
CART	Communication Access RealTime Translation
CCR	California Code of Regulations
CCS	California Children's Services
CDE	California Department of Education
CDS	Community Day School
CFR	Code of Federal Regulations
DHH	Deaf and Hard of Hearing
DOJ	Department of Justice
DSM-5	Diagnostic and Statistical Manual of Mental Disorders (5th Edition)
ED	Emotional Disturbance
EHA	Education for All Handicapped Children Act (predecessor to IDEA)
EL	English Learner
ESL	English as a Second Language
ESY	Extended School Year
FAPE	Free Appropriate Public Education
FBA	Functional Behavioral Assessment
FERPA	Family Educational Rights and Privacy Act
HHI	Home/Hospital Instruction
IA	Instructional Aide
IAES	Interim Alternative Educational Setting
ID	Intellectual Disability
IDEA	Individuals with Disabilities Education Act
IEE	Independent Educational Evaluation

IEP	Individualized Education Program
IFSP	Individualized Family Services Plan
IS	Independent Study
ISA	Individual Services Agreement
ISP	Individualized Service Plan
ITP	Individualized Transition Plan
IWEN	Individual with Exceptional Needs
LCI	Licensed Children's Institution
LEA	Local Education Agency
LEP	Limited English Proficient
LRE	Least Restrictive Environment
MD	Manifestation Determination
NPA	Nonpublic Agency
NPS	Nonpublic School
O & M	Orientation and Mobility
OAH	Office of Administrative Hearings
 OCD	Obsessive Compulsive Disorder
OCR	Office for Civil Rights
ODD	Oppositional Defiant Disorder
OHI	Other Health Impairment
OI	Orthopedic Impairment
OSEP	Office of Special Education Programs
OSERS	Office of Special Education and Rehabilitation Services
OT	Occupational Therapy
PDD	Pervasive Developmental Disorder
PWN	Prior Written Notice
RSP	Resource Specialist Program
RTI	Response to Intervention
SAI	Specialized Academic Instruction
SBE	State Board of Education
SEA	State Education Agency
SELPA	Special Education Local Plan Area
SLD	Specific Learning Disability
SLI	Speech or Language Impairment
SST	Student Study Team
SWD	Students with Disabilities
TBI	Traumatic Brain Injury
USC	United States Code
USDOE	United States Department of Education
VI	Visual Impairment

Attachment A**SPECIAL EDUCATION TRANSPORTATION
COST SHARING FORMULA**

The following formula will be used to compute the cost of transporting Special Education students, which exceed the available revenues from the State and the prorated share of these unfunded costs for each participating district:

Total transportation program costs:

LESS state transportation aid and other income EQUALS an Unfunded Cost

The Unfunded Costs shall be prorated to each school district as follows:

- **50 % of Unfunded Cost divided up by students transported**
- **50 % of Unfunded Cost divided by cost per mile**

Annual miles are calculated as follows:

6 miles round trip per day minimum from district office to school site
(Figured by use of Google Maps) for the first student

PLUS

3 miles per day for each additional student

MULTIPLIED BY

200 days

Charges will be billed directly to the school district of residence for the student that incurs them as follows:

- Transportation of a student other than in a School Bus
- A one-on-one bus aide as required by Individualized Education Program team
- Other transportation-related costs required by the Individualized Education Program team

PUPIL COUNTS

On the first Wednesday of each month, the HCOE Transportation Department shall identify the total number of students assigned to HCOE school bus routes for each district. This shall be considered to be the monthly number of students transported for each district. The HCOE shall then use the number of students and days transported to calculate the amount due under the contract.

These counts shall be distributed to each district by the first Friday of the month for their review, approval and/or correction. All corrections shall be due back to the HCOE Transportation Supervisor within 10 working days of distribution. If no corrections are received by the tenth working day, the counts will be considered correct and district billings will be submitted to the HCOE business office for processing.

July 15, 2026

MEMORANDUM

TO: District Superintendents

FROM: Christine Marney, Transportation Supervisor

SUBJECT: 2026-27 SPECIAL EDUCATION PUPIL TRANSPORTATION

Attached please find the Agreement to Transport Special Education Pupils for the upcoming year and a preliminary Special Education Transportation Cost Sharing Formula for planning purposes. The cost formula remains unchanged. The only revision to the agreement is a clarification of the billing language specifying the amount to be transferred each quarter.

Cost Containment

The Humboldt County Office of Education is committed to keeping transportation costs to a minimum while continuing to provide safe and efficient services.

Formula History

The cost sharing formula (Attachment A, the Agreement to Transport Special Education Pupils for the 2026-2027 fiscal year) is based on a formula that was developed several years ago by a SELPA Ad Hoc Committee consisting of a group of district superintendents, business managers, transportation directors, and SELPA staff. The committee's goal was to develop a formula that is reflective of the decentralized nature of program delivery and the fluctuating number of students being transported. The cost sharing formula continues to be based upon the number of students and the number of miles each student is transported. This formula treats these two criteria equally.

Contract Information

Our proposed budget projects the total costs to transport roughly 95 students to be about \$1,449,528 for 2026-2027. The projected unfunded cost is \$824,998. The assumptions for this budget are as follows:

1. Payment for a new bus of \$110,000.
2. Fuel cost is estimated at \$6.70 per gallon.

The 2026-2027 numbers are based on the number of districts who plan to participate as of August 2026. **The costs are also based on the assumption that the school calendar, bell times, and school locations will stay the same as in 2025-2026.** If any of the factors change, it could cause a change in the total cost of transportation.

As a reminder, we ask that you sign the contract regardless of whether you have Special Education students to transport as that may change throughout the year. You will NOT be charged unless you use this service to transport Special Education students.

We continue to believe that county-wide special education services provide the best economy of scale overall, and we are committed to this concept. Please review the Agreement and **return a completed contract by September 4, 2026, to Kealoha Roberts (KRoberts@hcoe.org)**

Please feel free to give Christine Marney a call at 707-445-7090 if you have questions. Thank you.

CM:ts

Enclosures

c: Corey Weber, Assistant Superintendent of Business Services, HCOE

AGREEMENT TO TRANSPORT SPECIAL EDUCATION PUPILS
2025-2027 Fiscal Year

This Agreement is entered into this ____ day of _____, 2026, between the Humboldt County Office of Education, hereinafter referred to as "HCOE" and the _____ School District, hereinafter referred to as "District."

WHEREAS, the HCOE and the District agree that it is mutually beneficial to consolidate all or some of their special education transportation programs such that the HCOE shall transport pupils on behalf of the District.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The HCOE agrees to provide transportation services for pupils residing in the District and attending special education schools and classes operated by the HCOE. Actual transportation may be provided under an agreement between the HCOE and a private contractor, another school district, or the HCOE itself.
2. The HCOE additionally may agree to provide for the transportation of special education pupils to schools or classes operated by districts.
3. The HCOE will serve as the contract agency in dealing with parents to establish systems, resolve problems and answer questions related to pupil transportation. The District agrees to provide student information necessary to complete and implement school bus routes and agrees to provide such information in a timely manner and by deadlines established by the HCOE. The District will designate one of its employees to serve as the contact person between the district and HCOE for matters related to this agreement.
4. The District will be responsible for filing any reports required by the California Department of Education related to pupil transportation. The HCOE agrees to provide the District with any information it possesses that is necessary for completion of the report.
5. For, and in consideration of these services, the District agrees to reimburse the HCOE for the unfunded cost of specified pupil transportation in accordance with the formula detailed in Attachment A. The HCOE will estimate the regular and extended school year transportation costs at the beginning of each fiscal year. Then, at the end of the second quarter, HCOE will distribute an updated Special Education Transportation Cost Sharing Formula spreadsheet with the most recent budgeted costs and district student counts. The District authorizes the HCOE to transfer quarterly from the general fund the amount identified in the applicable report, as updated throughout the fiscal year. On or about June 30, the HCOE will compute final charges using actual expenditure data and take action to refund any overpayment or bill for any underpayment.

6. The term of this agreement shall be for a one-year period beginning with the first day of the extended year of the 2026-2027 school year and ending on the last day of the regular school year that transportation is provided.
7. This contract may continue thereafter on a yearly basis unless written notification of intent not to renew is provided by either party prior to the 1st day of January of any year in which services are rendered, to be effective at the end of the current service period.
8. It is expressly understood and agreed by both parties herein that the HCOE, while engaged in carrying out and complying with any and all of the terms and conditions of the agreement, is an independent contractor and is not an agent or employee of the district.
9. In compliance with the provisions of Section 814 et al. of the Government Code of the State of California, each party herein agrees to indemnify and hold harmless the other party from all liability for damage, actual or alleged, to persons or property arising out of, or resulting from, negligent acts or omissions of the indemnifying party.
10. For purposes of this agreement, all students transported will be transported in accordance with the Humboldt County Office of Education Special Education Transportation Safety Plan.
11. For purposes of receiving monthly pupil reports for the Humboldt County Office of Education, _____ will be the district contact person.

Name

**HUMBOLDT COUNTY OFFICE
OF EDUCATION****SCHOOL DISTRICT**

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Contact Person _____

**Memorandum of Understanding between
the Humboldt Bay Teachers Association and
Cuttan School District**

SUBJECT: Drama Program/Performance

For the 2026-27 school year, the District will assign two selected unit members who apply to participate in the Drama Program/Performance.

The **Afterschool Drama Director** is responsible for planning, directing, and overseeing theatrical productions and drama activities for students, fostering creativity, confidence, and teamwork. This role involves coaching performers, planning rehearsals, staging and choreographing a musical production, creating costume and set designs, and ensuring a supportive and inclusive environment for artistic expression. (\$2,000 stipend-approximately 40 hours)

The **Afterschool Drama Coordinator** assists the Director in organizing and managing drama activities, rehearsals, and performances, ensuring smooth program operations. This role supports student engagement, handles logistics, and fosters a creative and inclusive environment alongside the Director.(\$1000 stipend-approximately 20 hours for three teachers)

To be eligible for the stipend,

1. Unit members shall complete the duties of the Director or Coordinator.
2. The stipend will be payable in the June regular payroll.
3. This agreement shall not set a precedent for any reason.

HBTA

Date

District

Date

**Memorandum of Understanding between
the Humboldt Bay Teachers Association and
Cuttan School District**

SUBJECT: Athletic Director

STIPEND: \$1,000 annually

For the 2026-27 school year for the Athletic Director stipend only, the District will assign the selected unit member for an ongoing period, as long as the position is in effect.

1. To be eligible for the stipend, the unit member must apply for the position.
2. Unit member must fulfill the duties as described.
3. The stipend will be payable in the June regular payroll.
4. This agreement shall not set a precedent for any reason.

HBTA

Date

District

Date

**Memorandum of Understanding between
the Humboldt Bay Teachers Association and
Cuttan School District**

SUBJECT: Leadership Team

For the 2026 - 27 school year, the District will assign selected unit members who apply to participate on the Leadership Team, to receive a one-time stipend of \$2,000, subject to the following terms.

1. To be eligible for the stipend, unit members shall attend Leadership Team meetings.
2. Unit members must sign in and sign out at each meeting.
3. Unit members are required to attend all meetings. If a unit member misses more than five meetings, the stipend is forfeited.
4. The stipend will be payable in the June regular payroll.
5. This agreement shall not set a precedent for any reason.

HBTA

Date

District

Date

**Memorandum of Understanding between
the Humboldt Bay Teachers Association and
Cutten School District**

SUBJECT: School Climate Team Stipends

For the 2026 – 27 school year, the District will assign two selected unit members who apply to participate on the School Climate Team, plus each School Social Worker at each site, and one classified employee from each site to receive a one-time stipend of \$1,000, subject to the following terms.

1. To be eligible for the stipend, unit members shall attend monthly School Climate meetings.
2. Each unit member will be assigned a specific role on the team.
3. Unit members must sign in and sign out at each meeting.
4. Unit members are required to attend all meetings. If a unit member misses more than two meetings, the stipend is forfeited.
5. The stipend will be payable in the June regular payroll.
6. This agreement shall not set a precedent for any reason.

HBTA

Date

District

Date

**Memorandum of Understanding between
the Humboldt Bay Teachers Association and
Cutten School District**

SUBJECT: Cutten-Ridgewood Yearbook Stipend

For the 2026 - 27 school year, the District will assign a selected unit member to receive a one-time stipend of \$1,500, subject to the following terms.

1. To be eligible for the stipend, the unit member shall complete the annual yearbook.
2. The stipend will be payable in the June regular payroll.
3. More than one unit member (up to 4) may share the responsibility of completing the yearbook, subject to District approval.
4. If more than one unit member is assigned, the stipend shall be split between participating unit members.
5. This agreement shall not set a precedent for any reason.

HBTA

Date

District

Date

MEMORANDUM**Date:** July 20, 2026**To:** District Superintendents, Charter School Directors, and School Chief Business Officials**From:** Corey Weber, Assistant Superintendent of Business Services**Subject:** Updated IRS Mileage Reimbursement Rate

This memorandum provides an important update for Humboldt County school districts and charter schools regarding the IRS standard mileage reimbursement rate. The revised rate takes effect July 1, 2026.

IRS Mileage Reimbursement Rate Effective July 1, 2026

The IRS has revised the standard mileage rate for business miles driven in a personal vehicle. Effective July 1, 2026, the rate will increase from 72.5 cents per mile to **76 cents per mile**. HCOE will adopt this updated rate in alignment with IRS guidance. Each district and charter school should follow its own procedures for implementing the new rate.

If you have any questions, please feel free to contact me.

Sincerely,



Corey Weber
Assistant Superintendent, Business Services

CW:ts

CUTTEN SCHOOL DISTRICT Certificated Staffing / Enrollment for 2026-2027
August 2026

Grade Level	Classroom Teacher	Classroom Aide	1st Day Class Size	Class Size	Grade	Grade Totals	School Totals	
SDC	Veeh, Tom	Gutierrez, Teia;	13	13	SDC	13	Ridgewood Total 260	
TK	Chastain, Amy	Vincent, Zeen	19	19	TK	55		
TK	Seghetti, Nadine	Copeland, Linda	18	18				
TK	Seymour, Melissa	Morris, Melissa	5	5				
K	Lemmon, Katrin	Thayer, Tracy	20	20	Kindergarten	53		
K	Seymour, Melissa	Morris, Melissa	13	13				
K	Escutia, Liz	Moser, Shara	20	20				
1	Felmlee, Jamie	Blacketer, Kacie	19	19	First	77		
1	Kencke, Joe	Urban, Michelle	20	20				
1	Hinrichs, Dani	Wagner, Ella	19	19				
1	Gabbert, Stacey	Changelon, Brooke	19	19	Second	75		
2	Bon, Mindi	Garcia, Danny	19	19				
2	Ibbitson, Bethany	Houseworth, Stephanie	19	19				
2	Code, Jennifer	Blaisdell, Leina	18	18				
2	Richards, Mike	Kidd, Lorna	19	19				
SDC	Jones, Taylor	Burton, Bunnell	10	10		10	260	
3	Watkins, Lindsay	Pino, Karen	19	19	Third	74	Cuttien Total 293	
3	Standish Tina	Hulstrom, Gidget	20	20				
3	Troyer, Chara	Morgan, Aubrie	17	17				
3	Bise, Deirdre	Hulstrom, Mike	18	18	Fourth	73		
4	Hague, Jaime	Lawson, Brandi	25	25				
4	Benbow, Tracy	Kovaly, Anna	24	24				
4	Cudahy, Emily	Smith, Jessica	24	24	Fifth	72		
5	Taylor, Heidi	Gonzales, Destiny	25	25				
5	Stokes, MaryBeth	Lane, Amaia	23	23				
5	Atkins, Shandi	Martin, Emily	24	24	Sixth	63		
6	Cook, Kaycee	Christiansen, Tyler	21	21				
6	Mitchell, Brandee	Creason, Valerie	21	21				
6	Yip, Andrea	Clark, Tyler	21	21		1		
Home/Hospital	Robles, Monica		1	1				
						School Total	553	

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 08/25/2025 | **Last Reviewed Date:** 08/25/2025

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

A district official, including a Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use an official position to influence a governmental decision in which the district official knows or has reason to know that there is a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the district official, the district official's immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A district official makes a governmental decision when, within the authority of the office or position, the district official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a district official shall participate in the making of a contract in which the district official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.
2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.
3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.
4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Not discuss or vote on the matter, or otherwise act in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose the interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that the recusal is because of a

conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which there is only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which the interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for actual and necessary expenses incurred in the performance of official duties, in the employment of a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which the Board member's private or personal interest may conflict with official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes
-

RECORDING REQUESTED BY Cutten Elementary School District And when recorded, mail this notice to: Cutten Elementary School District 4182 Walnut Drive Eureka, CA 95503 Attn: Becky McQuarrie Superintendent	 For Recorder's Use
---	--

NOTICE OF COMPLETION

OWNER: Cutten Elementary School District
4182 Walnut Drive
Eureka, CA 95503

PROJECT: Ridgewood Elementary School
2060 Ridgewood Drive
Eureka, CA 95503
DSA File number: 12-22
DSA Application number: 01-118464
APN: 303-131-005

DESCRIPTION: Construction of New Administration and Classroom Building A
Alteration to existing Parking Area and existing Classroom Building

CONTRACTOR: Adam's Commercial General Contracting
State License: 875823

START DATE: Phase 2: August 15, 2025

COMPLETION DATE: Phase 2: June 30, 2026

NATURE OF INTEREST OR ESTATE: **FEE SIMPLE**

The above referenced Contract has been completed in accordance with the Contract Documents thereof, and to the satisfaction of the (Owner).

Cutten Elementary School District of
Humboldt County

By:
Title: Superintendent

Date:

STATE OF CALIFORNIA)
County of Orange

Becky McQuarrie, as being duly sworn, deposes and says that she is the Superintendent, of the *Cutten Elementary School District*) that said *Cutten Elementary School District* is the owner of the property described in the foregoing notice; that she has read the foregoing Notice of Completion and know that contents thereof and that the same is true of her own knowledge; that she makes this affidavit as Superintendent for *Cutten Elementary School District* on behalf of said *Cutten Elementary School District*.

Subscribed and sworn to before me
This () th day of (month), (year)

Notary Public in and for the County of

State of California

(seal)