

**BOARD OF TRUSTEES**  
**BOARD MEETING AGENDA**  
**February 10, 2025 6pm**  
Ridgewood Commons  
2060 Ridgewood Drive Cutten, CA 95503

**1.0 CALL TO ORDER/FLAG SALUTE**

**2.0 CONSENT AGENDA**

- 2.1 Approval of Minutes-January 13, 2025
- 2.2 Approval of Warrants and Payroll
- 2.3 Approval of the Updated IRS /Standard Mileage Rates for 2024
- 2.4 Approval of Facilities Inspection Report
- 2.5 Approval of Humboldt-Del Norte SELPA MOU Transfer of ERMHS Funds from Member LEA's to SELPA
- 2.6 Approval of Multi-District Interdistrict Attendance Agreement for 2025 - 26
- 2.7 Approval of Request Certificated Leave March 17-May 5, 2025
- 2.8 Approval of 1.0 Bus Driver/Custodian Retirement August 1, 2025

**3.0 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 action at this time. The Board President may refer the matter to the Superintendent for review, if appropriate.

**4.0 REPORTS**

- 4.1 Cutten Student Body Presentation
- 4.2 Cutten Ridgewood PTA Report
- 4.3 School Site Council
- 4.4 HBTA Report
- 4.5 Principal's Report
- 4.6 Enrollment/New Student Registration update 2024-2025
- 4.7 LCAP

**5.0 CORRESPONDENCE**

- 5.1 Statement of Economic Interest Form 700
- 5.2 Certification of 2024-2025 First Interim Report

**6.0 INFORMATION / POSSIBLE ACTION ITEMS**

- 6.1 Discussion/Consider Approval of 2024 – 2025 Comprehensive Safe School Plan (CSSP)
- 6.2 Presentation Annual Update to the Local Control Accountability Plan (LCAP) and the Local Control Funding Formula Budget Overview for Parents (BOP)
- 6.3 Discussion/Approval of Early Education Internships for HS Students (Afterschool Program)
- 6.4 Discussion 2025 – 2026 Governor's Proposed Budget Report
- 6.5 Discussion Tentative Certificated Staffing Options for 2025– 2026
- 6.6 Discussion/Consider Approval of 2 Drama Program Stipend Positions: After School Drama Director \$2000 and Afterschool Drama Coordinator, \$1000.
- 6.7 Acceptance Second Presentation HBTA Sunshine Proposal : Article 9 Health and Welfare Benefits, Article 8 Salary and compensation, and Appendix B involving the

- \$500 annual stipend for having a master's degree.
- 6.8 Consider Approval of Resolution-2 of the Board of Trustees of the Cutten School District Authorizing the Issuance and Sale of Not to Exceed \$2,500,000 Aggregate Principal Amount of Bonds of the District by a Negotiated Sale, Approving a Bond Purchase Agreement, a Continuing Disclosure Certificate and an Official Statement for the Bonds, and Authorizing Related Actions.
- 6.9 Consider Approval of Resolution-3 the Cutten Elementary School Board Authorizing Participation In the Zero Emission School Bus and Infrastructure (ZESBI) Incentive Project

**7.0 SUPERINTENDENT REPORT**

**8.0 BOARD MEMBER COMMENTS / COMMUNICATION**

**9.0 ADJOURNMENT**

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**

January 13, 2025 6 pm

Ridgewood Commons

2060 Ridgewood Drive Cutten, CA 95503

**1.0 CALL TO ORDER/FLAG SALUTE**-Meeting started at 6:04 pm with members Dennis Reinholtsen , Mary DeWald, Becky Reece, and Beth Johnston.

**2.0 CONSENT AGENDA** - Consent agenda motioned by Mary DeWald seconded Beth Johnson. Motion carried 4-0.

- 2.1 Approval of Minutes-December 9, 2024
- 2.2 Approval of Warrants and Payroll
- 2.3 Approval of Quarterly Report on Williams Uniform Complaints
- 2.4 Approval of Extension 1.0 Certificated Family Leave-Cutten
- 2.5 Approval of Extension of 1.0 Long Term Substitute Position-Cutten
- 2.6 Approval of Return from Leave 2025-26 1.0 FTE Certificated
- 2.7 Approval 1.0 FTE Classified Position Bus Driver in Training/Custodial Resignation
- 2.8 Approval of MOU Driver Training Contracted Services
- 2.9 Approval of MOU Autism, Advocacy, Intervention LLC
- 2.10 Approval of New 2025 IRS Mileage Reimbursement Rates and Bid Threshold

**3.0 VISITOR COMMENTS ON NON-AGENDA ITEMS**- No action taken.

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.

**4.0 REPORTS**

4.1 Cutten Ridgewood PTA Report- Feb 13th at 6pm Founders Day celebration, winners have moved to state from all 3 categories. Carnival planning is happening on April 25th.

4.2 School Site Council- Community grant to be reviewed and plan to be voted on as well.

4.3 HBTA Report- Thankful for funding of the TK conference that's coming up. Unit relieved from budget deficit spending dropping from budget adoption. MLK performance on Friday 1/17/25 for those who would like to attend.

4.4 Principals' Report- Shout out to staff and district for initiating safety procedures during the earthquake. Family math night Wednesday January 22nd at Cutten at 5:30pm. ECS requires 6th grade parents to visit school sites or attend family events held by them otherwise they have to get a letter signed by principals at those middle schools to have an Interdistrict transfer approved. Site Spelling Bee 1/15/25 for 4th-6th grade. Girls basketball team did great and only lost two games in the entire league. Boys team has started. Friday January 24th winter performance by Katri Pitts and students. TK teachers are attending dyslexia training which will be a new requirement next year.

4.5 Enrollment- Still waiting on many IDTs but TK projection is staying the same as current year. Accurate numbers are more likely in February after the deadline.

4.6 LCAP- Nothing to report yet.

**5.0 CORRESPONDENCE**

5.1 School Board Recognition Month- A community member recognized the school board because there used to not be a recognition month. Thankful for the work they do.

5.2 Independent Financial and Compliance Audit Report- Nothing to report out.

5.3 Election Results Documentation- Discussing further on.

**6.0 INFORMATION / POSSIBLE ACTION ITEMS**

- 6.1 Discussion Regarding Lighthouse Mental Health Facility Near Ridgewood School-Safety Precautions- Board understanding is that at this point in time we will be adding locked gates with direct communication from the facility with direct contact of police if needed. Procedures we have in place in case of strangers who come on campus should help as well. A community member is concerned in regards to no one being there from the facility in hopes that if there is another meeting there should be more direct answers for the facility operators as well as law enforcement for procedures on how an event would be handled. Dennis suggested that there should be questions listed out and a one on one meeting with the facilities director and explain out.
- 6.2 Consider Approval of Cutten and Ridgewood 2023 – 2024 School Accountability Report Cards- Motioned by Becky Reece seconded by Beth Johnson. Motion carried 4-0.
- 6.3 Discussion/Review of Personnel Reduction BP 4117.3- Superintendent sees no recent clarification of what happens with new hires that have the exact same start date. Criteria currently in policy since 2006 still in effect.
- 6.4 Discussion/Consider Acceptance of 2023-2024 Independent Financial and Compliance Audit Report for School District and Measure L General Obligation Bond- Motioned by Becky Reece seconded by Mary DeWald. Motion carried 4-0.
- 6.5 Discussion/Consider Approval of Corrective Action for 2 Audit Findings from the 2023-2024 Independent financial and Compliance Audit Report- Motioned by Becky Reece seconded by Beth Johnson. Motion carried 4-0.
- 6.6 Discussion/Consider Approval of Resolution 2025-1, Declaring Results and Certifying Proceedings of the School Bond Election held on November 5, 2025, and Establishing a Citizen's Oversight Committee for All District Bond Measures.- Motioned by Becky Reece seconded by Beth Johnson. Motion carried 4-0.
- 6.7 Consider Approval of Second Reading Sunshine item: Teaching Hours-Article 5 The District has an interest in expanding the language under 5.4.3.2.(5) to read : CRSF Meeting or other Cutten family event (other than any already required).- Motioned by Becky Reece seconded by Beth Johnson. Motion carried 4-0.
- 6.8 Discussion/Consider Approval of Cutten Blind purchase -Measure K Bond Funds.- Motioned by Becky Reece seconded by Mary DeWald. Motion carried 4-0.

**7.0 SUPERINTENDENT REPORT** - Drama club has started weekly. BESC is working on a project for heaters and trying to get a timeline from PGE. Little bit of bond money might be left. Becky was inducted into Rotary for the south west region.

**8.0 BOARD MEMBER COMMENTS / COMMUNICATION-** Question about gate in which buzzer will be needed to allow people in.

**9.0. ADJOURNMENT-** Meeting adjourned at 7:33 pm.

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

Pay Date 01/10/2025 through 01/31/2025

EARNINGS by Earnings Code	Income	Adjustments	TAXES	Employee	Employer	Total	Subject Grosses
No Gross Pay		7.00	Federal Withholding	29,944.89		29,944.89	390,351.99
Regular	452,057.00		State Withholding	8,928.49		8,928.49	390,351.99
			Social Security	8,780.49	8,780.49	17,560.98	141,620.78
			Medicare	6,313.09	6,313.09	12,626.18	435,384.86
			SUI	217.58	217.58	435,156.38	435,384.86
			Workers' Comp	12,090.66	12,090.66	24,181.32	435,384.86
<b>TOTAL</b>	<b>452,057.00</b>	<b>7.00</b>	<b>SUBTOTAL</b>	<b>53,966.96</b>	<b>27,401.82</b>	<b>81,368.78</b>	

EARNINGS by Group	Income	Adjustments	REDUCTIONS	Employee	Employer	Total	Subject Grosses
Base Pay	438,601.12		PERS	2,684.44	10,373.37	13,057.81	38,348.90
Docks	99.39-		PERS / 62	7,216.23	24,399.90	31,616.13	90,202.98
Extra Duty	4,970.24		STRS / 60	23,623.13	44,019.58	67,642.71	230,468.91
Miscellaneous	410.00	7.00	STRS / 62	7,809.07	14,615.72	22,424.79	76,522.10
Stipends	4,437.50		Tax Sheltered Annuit	3,700.00		3,700.00	
Substitutes	3,737.53		Health & Welfare	15,001.08	82,474.33	97,475.41	
Vacation Pay			Supplemental Insuran	784.40		784.40	
			Flex Medical Savings	886.66		886.66	
<b>TOTAL</b>	<b>452,057.00</b>	<b>7.00</b>	<b>SUBTOTAL</b>	<b>61,705.01</b>	<b>175,882.90</b>	<b>237,587.91</b>	

EARNINGS	Person Type	Female Employees	DEDUCTIONS	Employee	Employer	Total	Subject Grosses
Certificated	48	42	Dues & Memberships	3,457.23		3,457.23	32.20
Classified	59	47	403b ROTH	3,050.00		3,050.00	
			Garnishments	794.15		794.15	
			Health & Welfare		3,184.00	3,184.00	
			District Repay	90.16		90.16	
			Miscellaneous	850.00		850.00	
			Supplemental Insuran	2,660.84		2,660.84	
			Summer Savings	34,427.23		34,427.23	206,563.01
<b>TOTAL</b>	<b>107</b>	<b>89</b>	<b>SUBTOTAL</b>	<b>45,329.61</b>	<b>3,184.00</b>	<b>48,513.61</b>	
			<b>TOTALS</b>	<b>161,001.58</b>	<b>206,468.72</b>	<b>367,470.30</b>	

Vendor Summary for Pay Date 01/10/2025 thru 01/31/2025	Amount
Vendor Checks	9,433.28
Vendor Liabilities	358,037.02
<b>TOTAL</b>	<b>367,470.30</b>

Cancel/Reissue for Process Date 01/10/2025 thru 01/31/2025	Count
Reissued	3
Cancel Checks	3
Void ACH	

Selection Grouped by Org, Filtered by (Org = 9, Fiscal Year = 2025, Starting Pay Date = 1/1/2025, Ending Pay Date = 1/31/2025)

Pay Date 01/10/2025 through 01/31/2025

**BALANCING DATA**

Gross Earnings	452,057.00	291,055.42	Net Pay
District Liability	206,468.72	161,001.58	Deductions
	<u>658,525.72</u>	206,468.72	Contributions
		<u>658,525.72</u>	

**NET**

Direct Deposits	265,273.61	85
Checks	25,781.81	22
Partial NetACH		
Negative Net		
Check Holds		
Zero Net		1
<b>TOTAL</b>	<b>291,055.42</b>	<b>108</b>

Checks Dated 01/01/2025 through 01/31/2025						
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount	
3000264044	01/09/2025	KEENAN ASSOCIATES	01-9542		30,568.75	
3000264467	01/13/2025	(HARRIS) SHAFER'S ACE HARDWARE	01-4374		407.97	
3000264468	01/13/2025	AT&T CALNET 2	01-5909		351.21	
3000264469	01/13/2025	Brunelle & Clark Cons,LLC	01-5800		2,550.00	
3000264470	01/13/2025	CRYSTAL SPRINGS BOTTLED WATER	01-5531	50.00		
			01-5623	14.00	64.00	
			01-5822		1,950.00	
3000264471	01/13/2025	DAVID L. MOONIE & CO. LLP	01-5623		248.00	
3000264472	01/13/2025	DONS RENT ALL	01-9540		671.81	
3000264473	01/13/2025	EMPLOYMENT DEVELOPMENT DEPT				
			01-5530		466.06	
3000264474	01/13/2025	HUMB COMMUNITY SERVICES DIST	01-5819		747.00	
3000264475	01/13/2025	HUMBOLDT CO PUBLIC HEALTH				
			01-5520		5,860.70	
3000264476	01/13/2025	P G & E				
			01-4381		77.54	
3000264477	01/13/2025	SECURITY LOCK & ALARM				
			01-5800		11,200.00	
3000264478	01/13/2025	SONOMA COUNTY OFFICE OF ED				
			01-5637		2,241.83	
3000264479	01/13/2025	U.S. BANK EQUIPMENT FINANCE				
			01-5921		397.78	
3000264480	01/13/2025	Verizon Wireless				
			01-5804		978.00	
3000264481	01/13/2025	ADVANCED SECURITY SYSTEM				
			13-4711		3,022.28	
3000264482	01/13/2025	CRYSTAL CREAMERY				
			13-4710		238.56	
3000264483	01/13/2025	FRANZ FAMILY BAKERY				
			01-4374		545.03	
3000264484	01/13/2025	MENDES SUPPLY COMPANY				
			01-4710	1,865.21		
3000264485	01/13/2025	SYSCO SACRAMENTO				
			13-4396	1,557.05		
			13-4710	15,014.77		
			13-5623	137.87	18,574.90	
3000264486	01/13/2025	U.S. BANK				
			01-4310	2,894.44		
			01-5210	3,101.13	5,995.57	
			01-5800		186.80	
3000264487	01/13/2025	WESTED/CHKS				
			01-4710	1,447.99		
3000264488	01/13/2025	SYSCO SACRAMENTO				
			13-4396	3,481.12		
			13-4710	12,918.86		
			13-5623	137.87	17,985.84	
			01-4310		646.50	
3000264903	01/16/2025	BDJtech				
			01-5884		4.00	
3000264904	01/16/2025	CA DEPT OF TAX & FEE ADMINISTR				
			01-5884		350.00	
3000264905	01/16/2025	CALIFORNIA DEPARTMENT OF ED				
			01-5800		234.50	
3000264906	01/16/2025	Fagen Friedman & Fulfrost LLP				
			01-4310		46.90	
3000264907	01/16/2025	JONES SCHOOL SUPPLY CO. INC				
			01-4351		584.49	
3000264908	01/16/2025	PACIFIC PAPER COMPANY				
			01-4374	62.38		
3000264909	01/16/2025	SCHMIDBAUER LUMBER INC.				
			01-4391	.94	63.32	
			01-4364	217.33		
3000264910	01/16/2025	VALLEY PACIFIC PETROLEUM SVCS				
			01-4365	566.70	784.03	
			01-4310	150.00		
3000266460	01/30/2025	REVOLVING CASH FUND				
			01-5886	1.00		
			01-5950	156.50		

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 01/01/2025 through 01/31/2025**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3000266460	01/30/2025	REVOLVING CASH FUND	13-4396	14.00	
3000266461	01/30/2025	Crutchfield, Francisca	13-4710	262.69	584.19
3000266462	01/30/2025	Cunningham, Marissa M	01-4310		16.34
3000266463	01/30/2025	Hague, Jaime A	01-4310		299.38
3000266464	01/30/2025	Landheer, Emily R	01-4310		197.67
3000266465	01/30/2025	Lemmon, Katrin A	01-4310		125.18
3000266466	01/30/2025	O'Brien, Travis R	01-4310		95.75
3000266467	01/30/2025	Pitts, Katri L	01-5201		34.84
3000266468	01/30/2025	Rutter, Darcie R	01-5210		285.00
3000266469	01/30/2025	Sligh, Annette M	01-4391		101.60
3000266470	01/30/2025	Weitzel, Rebecca	01-4391		279.71
			01-4310		25.07
<b>Total Number of Checks</b>			<b>42</b>		<b>110,088.10</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	40	73,303.03
13	CAFETERIA FUND	5	36,785.07
	Total Number of Checks	42	110,088.10
	Less Unpaid Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>110,088.10</b>

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.



January 2, 2025

**MEMORANDUM**

**TO:** District Superintendents, Charter School Directors and School CBOs  
**FROM:** Corey Weber, Assistant Superintendent of Business Services  
**SUBJECT:** **NEW IRS MILEAGE REIMBURSEMENT RATES AND BID THRESHOLD FOR 2025**

This memorandum is to inform all Humboldt County School Districts and Charter Schools of the updated Internal Revenue Service (IRS) mileage reimbursement rate and the Annual Adjustment to Bid Threshold for Contracts Awarded by School Districts. Both became effective on January 1, 2025.

On December 19, 2024, the IRS issued the standard mileage reimbursement rates for 2025. The updated rate for business miles driven in a personal car will increase to 70¢ per mile beginning January 1, 2025. HCOE will be adopting this rate to conform to the Internal Revenue Service allowable rate. Each District and Charter School should follow its own processes and procedures in regards to adopting the new rate.

On December 6, 2024, the California Department of Education (CDE) released a letter regarding the adjustment of the bid threshold for contracts raising the threshold to \$114,800 starting January 1, 2025. School Districts are required to use this bid threshold for contracts subject to competitive bidding, which include:

- Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district.
- Services that are not construction services.
- Repairs, including maintenance as defined in *PCC* Section 20115, are not public projects as defined in *PCC* Section 22002(c) (which have a lower bid threshold of \$15,000).

For more information we are attaching both the IRS notice and CDE's letter referenced above.

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

Sincerely,



CW:ts

Attachments: December 6, 2024, CDE Letter  
December 19, 2024, IRS Notice



Home / Finance & Grants / Accounting / Correspondence

**California Department of Education**  
**Official Letter**

December 6, 2024

Dear County and District Superintendents, County and District Chief Business Officials, and Charter School Administrators:

## **Annual Adjustment to Bid Threshold for Contracts Awarded by School Districts**

*Public Contract Code (PCC) Section 20111(a)* requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000, adjusted for inflation, to the lowest responsible bidder. Contracts subject to competitive bidding include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district.
2. Services that are not construction services.
3. Repairs, including maintenance as defined in *PCC Section 20115*, that are not public projects as defined in *PCC Section 22002(c)*.

The State Superintendent of Public Instruction (State Superintendent) is required to annually adjust the \$50,000 amount specified in *PCC Section 20111(a)* to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce, Bureau of Economic Analyst (BEA) for the 12-month period ending in the prior fiscal year. The inflation adjustment is rounded to the nearest one hundred dollars (\$100).

Pursuant to the above calculation, and effective January 1, 2025, the State Superintendent has determined that the inflation adjusted bid threshold will increase from \$114,500 to \$114,800. Shown below are the inflation adjusted bid thresholds for the current and two prior years.

<b>Calendar Year</b>	<b>Bid Threshold</b>	<b>Percentage Change in Implicit Price Deflator</b>
2023	\$109,300	10.32%
2024	\$114,500	4.79%
2025	\$114,800	0.259%

Also note that public projects as defined in *PCC* Section 22002(c), such as construction or reconstruction of publicly owned facilities, have a lower bid threshold of \$15,000 that is not adjusted for inflation. For more information on bidding requirements for all projects, refer to *PCC* sections 20110 to 20118.4.

This letter is posted on the Office of Financial Accountability and Information Services Correspondence web page at <https://www.cde.ca.gov/fg/ac/co/>.

If you have questions regarding this matter, please contact the Office of Financial Accountability and Information Services by email at [sacsinfo@cde.ca.gov](mailto:sacsinfo@cde.ca.gov).

Sincerely,

Masha Lutsuk, Administrator  
 Financial Accountability and Information Services  
 School Fiscal Services Division  
 ML:ml

Last Reviewed: Friday, December 06, 2024



# IRS increases the standard mileage rate for business use in 2025; key rate increases 3 cents to 70 cents per mile

IR-2024-312, Dec. 19, 2024

WASHINGTON — The Internal Revenue Service today announced that the optional standard mileage rate for automobiles driven for business will increase by 3 cents in 2025, while the mileage rates for vehicles used for other purposes will remain unchanged from 2024.

Optional standard mileage rates are used to calculate the deductible costs of operating vehicles for business, charitable and medical purposes, as well as for active-duty members of the Armed Forces who are moving.

Beginning Jan. 1, 2025, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- 70 cents per mile driven for business use, up 3 cents from 2024.
- 21 cents per mile driven for medical purposes, the same as in 2024.
- 21 cents per mile driven for moving purposes for qualified active-duty members of the Armed Forces, unchanged from last year.
- 14 cents per mile driven in service of charitable organizations, equal to the rate in 2024.

The rates apply to fully-electric and hybrid automobiles, as well as gasoline and diesel-powered vehicles.


While the mileage rate for charitable use is set by statute, the mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes, meanwhile, is based on only the variable costs from the annual study.

Under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. And only taxpayers who are members of the military on active duty may claim a deduction for moving expenses incurred while relocating under orders to a permanent change of station.

Use of the standard mileage rates is optional. Taxpayers may instead choose to calculate the actual costs of using their vehicle.

Taxpayers using the standard mileage rate for a vehicle they own and use for business must choose to use the rate in the first year the automobile is available for business use. Then, in later years, they can choose to use the standard mileage rate or actual expenses.

For a leased vehicle, taxpayers using the standard mileage rate must employ that method for the entire lease period, including renewals.

Notice 2025-5  contains the optional 2025 standard mileage rates, as well as the maximum automobile cost used to calculate mileage reimbursement allowances under a fixed-and variable rate (FAVR) plan. The notice also provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in 2025 for which employers may calculate mileage allowances using a cents-per-mile valuation rule or the fleet-average-valuation rule.

*Page Last Reviewed or Updated: 19-Dec-2024*

**HUMBOLDT-DEL NORTE SELPA  
MEMORANDUM OF UNDERSTANDING  
TRANSFER OF ERMHS FUNDS FROM MEMBER LEAS TO SELPA**

This Memorandum of Understanding (“MOU”) is made by and between the Humboldt-Del Norte SELPA (“SELPA”) and the member local educational agencies (“Member LEAs”) of the Humboldt-Del Norte SELPA. The SELPA’s Superintendent’s Policy Council has approved this MOU and each Member LEA has authorized the execution of this MOU by an authorized agent. SELPA and the Member LEAs may be collectively referred to as the “Parties” or individually as a “Party.”

**Purpose of MOU**

**Whereas**, the purpose of this MOU is to direct Educationally Related Mental Health Services (“ERMHS”) funds from participating Member LEAs to the SELPA to continue the provision of ERMHS per the SELPA Local Plan, the SELPA Allocation Plan, and related policies; and

**Whereas**, prior to the enacted 2023-2024 State Budget, state and federal funding for special education mental health services (also known as ERMHS, or educationally-related mental health services) was distributed to the SELPA, which then distributed these funds and/or provided direct services in accordance with the SELPA Local Plan (“Local Plan”) and the SELPA Allocation Plan (“Allocation Plan”); and

**Whereas**, on June 15, 2023, the California legislature adopted language through passage of the 2023-2024 Budget Act to allocate state and federal funding for special education mental health services directly to each Member LEA instead of the SELPA, effective July 1, 2023; and

**Whereas**, the Parties to this MOU have a history of collaborative local decision-making that, under the existing funding and allocation structure, as well as within the SELPA Local Plan, has ensured that the full continuum of services, including ERMHS, is available to all students served within the SELPA; and

**Whereas**, the SELPA has staffed ERMHS providers for the Member LEAs for 11 years using the special education mental health services funds in accordance with yearly SELPA Allocation Plans; and

**Whereas**, changes from any potential changes in implementation of ERMHS are likely to result in program, funding, and staffing challenges that will impact the quality of services and thereby affect students, families, and staff across the SELPA; and

**Whereas**, these changes and the resulting challenges and impacts will be particularly difficult on the students, parents, and staff of the smaller Member LEAs; and

**Whereas**, to avoid unnecessary changes and resulting consequences, the Parties desire to maintain the SELPA’s previous structure for distributing special education mental health funds and/or providing direct services.

Now, therefore, In consideration of the mutual covenants, conditions and obligations set forth herein, the Parties do hereby agree as follows:

**Duration of Memorandum of Understanding**

This MOU shall be effective from July 1, 2024, through June 30, 2029.

**The Parties agree as follows:**

**1. Member LEAs Shall:**

- Transfer ERMHS Funds to SELPA
  - Member LEAs agree that for each fiscal year in which this MOU is in effect, the allocation for the state principal apportionment of special education mental health/ERMHS funding will be transferred to the SELPA biannually, as of January 31<sup>st</sup> and June 30<sup>th</sup>. Additionally, federal special education mental health/ERMHS funds distributed to them will be transferred to the SELPA upon receipt of funds by the LEA.
- Follow Educationally Related Mental Health Services (ERMHS) Policies and Procedures
  - Pre-Referral Intervention Requirements
  - Social-Emotional Assessment Requirements
  - Request for Assistance Process

**2. SELPA Shall:**

- SELPA agrees that all special education mental health funds transferred from the Member LEAs to the SELPA will be allocated pursuant to the SELPA's ERMHS Allocation Plan in place for the current school/fiscal year.
- Hire, supervise, and provide Behavioral Health Clinicians and ERMHS to students enrolled in Member LEA schools, and who qualify for ERMHS services as identified in their Individualized Education Program (IEP).
- Process all Requests for Assistance in a timely manner.
- Update the Local Plan, Local Allocation Policy, and ERMHS Policies and Procedures as required to meet local needs.

**3. Changes to ERMHS Programming**

The Parties agree that, if any changes in ERMHS programming are required because of the implementation of this MOU, these changes will be determined by the SELPA Policy Council based on local needs. The SELPA Executive Director will report out on implementation of this MOU at least once per year.

**4. Timeline for Planning and Review of Any Changes in ERMHS Provision/Withdraw from MOU**

The SELPA agrees that any changes to ERMHS provision among Member LEAs will be addressed using the procedures set forth in this MOU. The SELPA requires written notice of not less than one-year plus one-day in order for any Member LEA to withdraw from this MOU. Notice by March 1 of the fiscal year prior is required to enter into this MOU for the following full fiscal year.

The Member LEA requesting withdraw from this MOU shall submit the form found in the Appendix in this document to the SELPA Executive Director. The Member LEA will ensure that they address all components of the Appendix. The request will be reviewed by the SELPA Executive Director. The SELPA Executive Director will make a recommendation to the SELPA Governing Board regarding whether to approve the withdraw. If approved by the SELPA Governing Board, the planning process will take place over the course of the following fiscal year in preparation for the change to take effect in the second fiscal year. All requests to withdraw from this MOU will be decided on a case-by-case basis.

This process is the only way a Member LEA can withdraw from this MOU.

**5. Superseded by Action of the SELPA Governing Board**

Parties agree that this MOU and/or any of its terms will be superseded, and thereby rendered null and void, if the SELPA Policy Council, following SELPA procedures, makes changes to the service delivery model, program operators, Local Plan, and/or Allocation Plan affecting the subject matter of this MOU.

**6. Severability/Waiver**

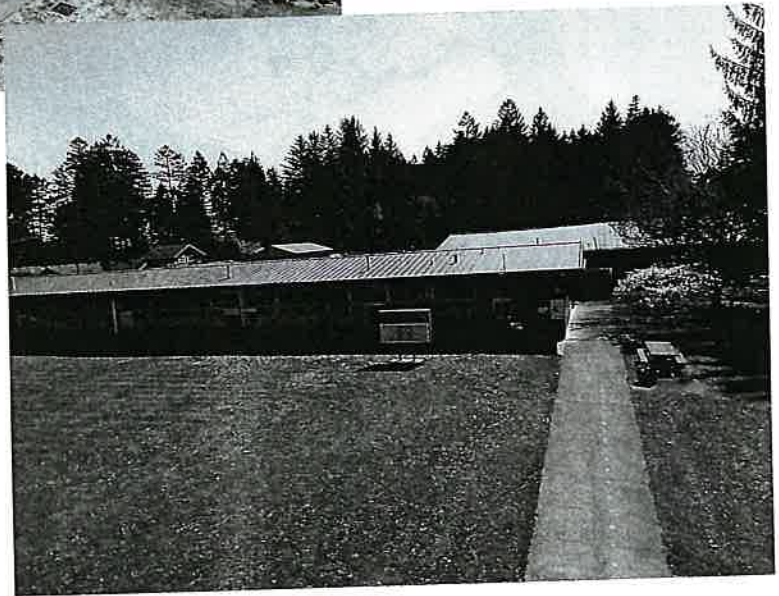
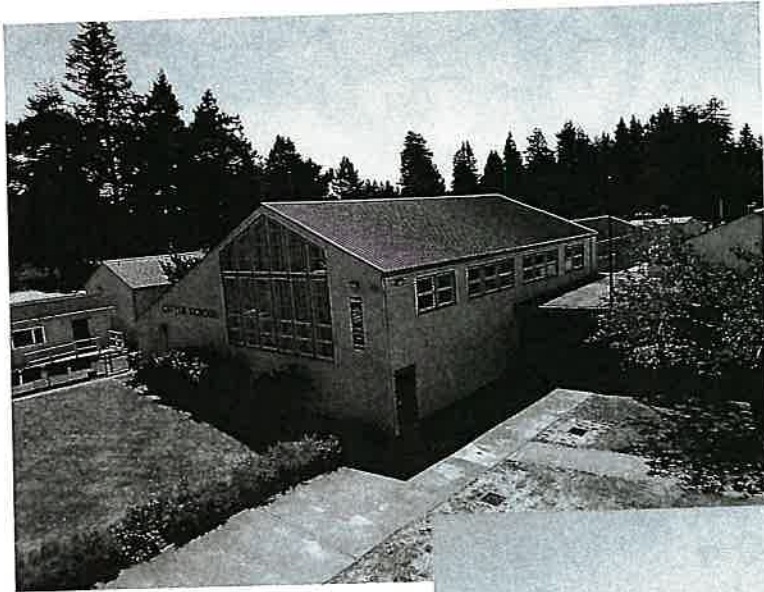
If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

**7. Execution of MOU Electronically and in Counterparts**

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

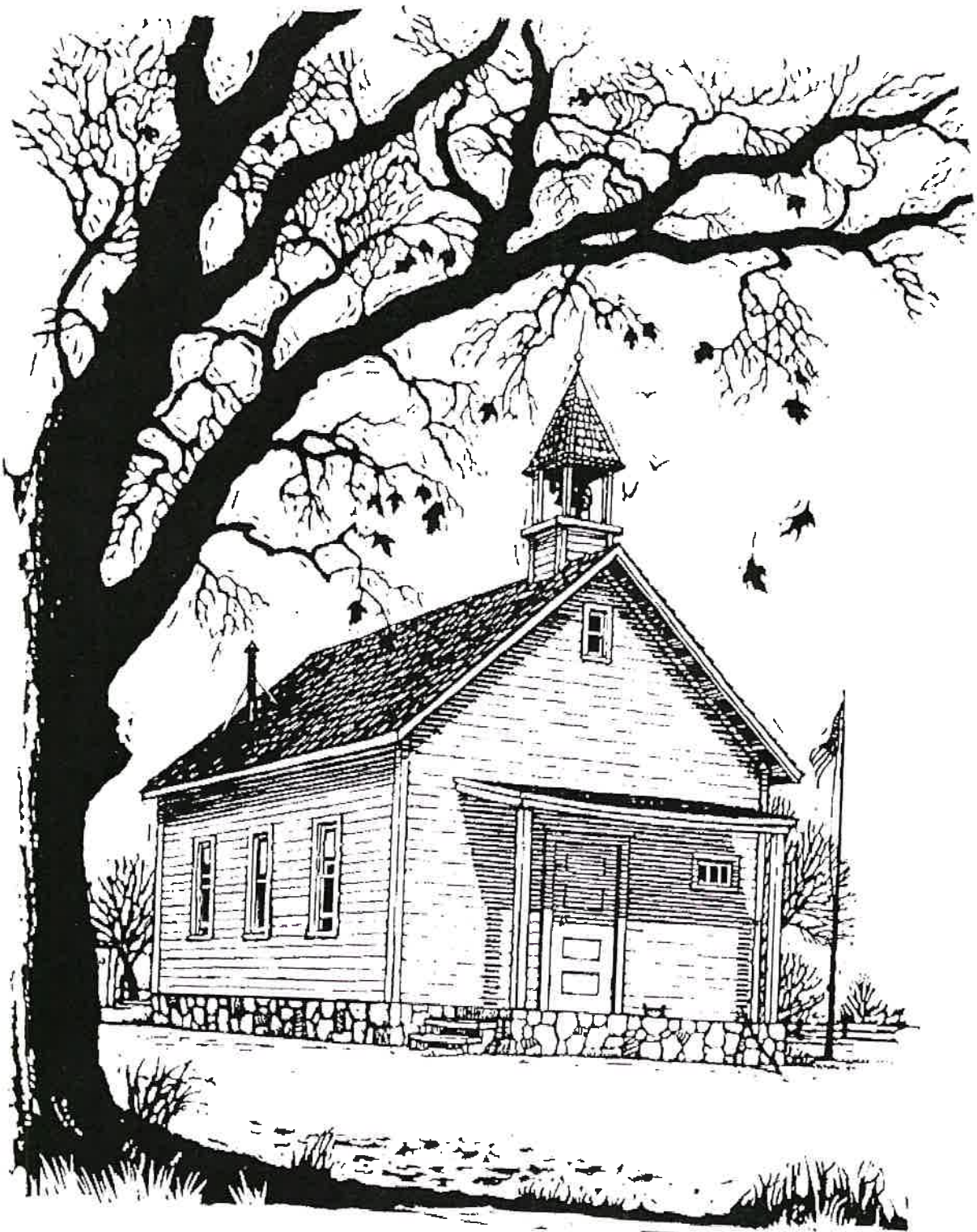


CUTTEN SCHOOL DISTRICT  
**Facilities Report**  
2024-2025



Cutten School District  
4182 Walnut Dr.  
Eureka, CA 95503

August 2024



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# INTRODUCTION

## District Vision and Mission Statement

*Building a better world... one student at a time.*

The Cutten School District, in partnership with our community, provides students with the academic and social skills necessary to become contributing members of a global community. We accomplish our mission by creating a joyful, student-centered, and consistent learning environment rich in the arts and sciences, where everyone knows they are respected members of the Cutten-Ridgewood family.

## Plan Purpose

The purpose of this report is to:

- 1) Document the current condition of district facilities,
- 2) Support long term planning for maintenance and modernization needs, and
- 3) Anticipate future facilities needs including new construction, renovation, and replacement.

The plan includes all available information on the current age and condition of current facilities, the estimated replacement data and cost, and recommendations based on available information.

## District History

The Cutten School District was founded in July 1891. The district served kindergarten through eighth grade in a single building, located on the 4000 block of V St. In the 1930s the school transitioned to serving kindergarten through sixth grade in three rooms at the original site. In 1951 construction of the current Cutten School was completed, with just over 200 students attending. Eight years later, construction of Ridgewood School began, opening its doors in fall 1960. That year, district enrollment exceeded 450 students. During the early 1980s, the schools split by grade level, with Ridgewood School serving grades kindergarten through second, and Cutten School serving grades three through six.

Various new construction and modernization projects have occurred over the past 60 years, as the district grew to over 600 students, nearly 75 staff, and 28 classrooms. In 2018 the District successfully passed a General Obligation bond for \$4,000,000. With these funds several projects at both sites began summer 2022 with the goal to improve site safety and accessibility, and to modernize facilities.

# Student Enrollment

## Ridgewood School

Grade Level / Program	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Special Day Class	5	9	11	10	13	9	8	10
Transitional Kindergarten	21	26	24	14	10	37	32	43
Kindergarten	80	75	92	67	69	70	80	68
First	88	81	81	89	60	66	76	74
Second	81	93	83	79	86	61	66	75
Site Total	270	275	280	249	225	243	262	270

## Cutten School

Grade Level	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Special Day Class									11
Third	87	79	84	103	85	74	85	62	67
Fourth	84	82	82	85	94	86	65	94	64
Fifth	86	80	87	79	79	95	85	64	86
Sixth	81	83	76	79	65	68	86	84	60
Site Total	338	324	329	346	323	323	321	304	288

## District Enrollment

### 18 Year Trend

		2024-25	2023-24	2022-23
		558	566	564
2021-22	2020-21	2019-20	2018-19	2017-18
548	583	637	613	599
2016-17	2015-16	2014-15	2013-14	2012-13
619	602	575	573	555
2011-12	2010-11	2009-10	2008-09	2007-08
552	559	561	555	590

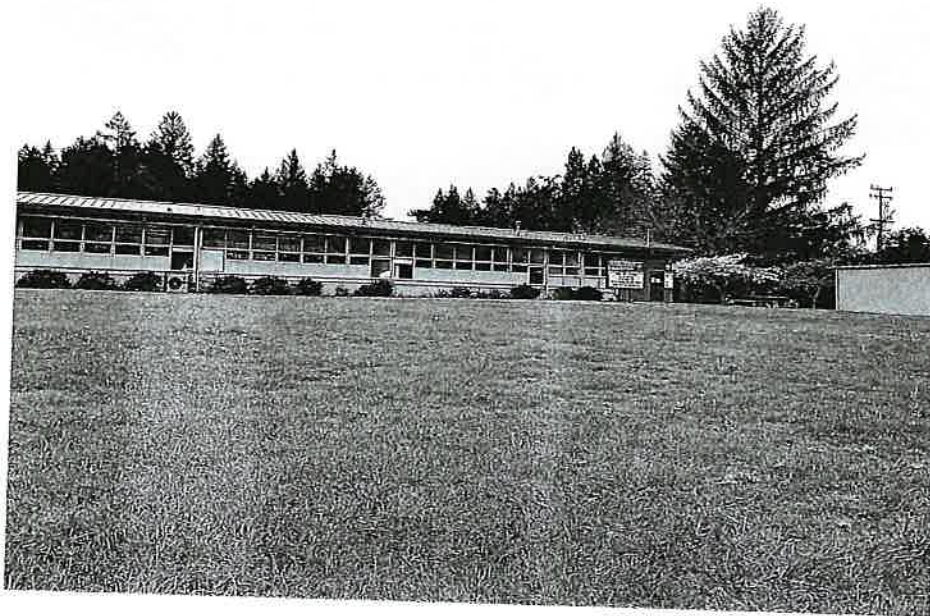
Long-term Historical Trend (by Decade)

2020-21	2010-11	2000-01	1990-91	1980-81
583	559	581	576	384
1970-71	1960-61	1950-51	1940-41	1930-31
489	472	204	47	24
1920-21	1910-11	1900-01	July 1891 (Founding)	
22	33	20	15	

# SITE INVENTORIES

## Ridgewood School

2060 Ridgewood Dr. Eureka, CA, 95503



### Summary

Year Opened: 1960

Year(s) modernized: 1993, 2022

Site area: 12.01 acres

Total building area: 20,974 sq ft

Permanent classrooms: 12

Portable classroom: 5

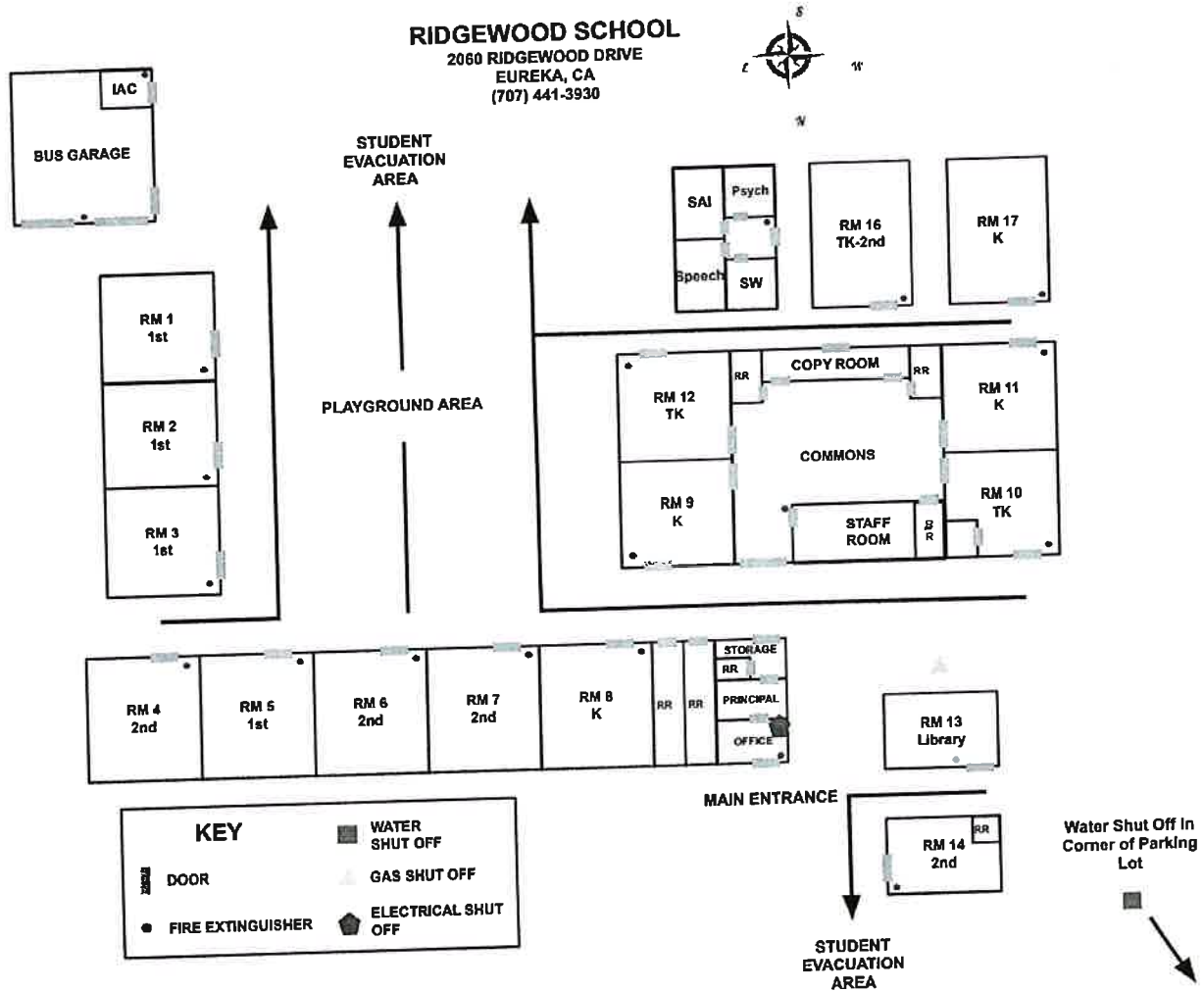
Grade levels served: TK - 2

Student enrollment: 259

Employment: 20 certificated, 21 classified



# Site Map - Ridgewood



SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION: **Cutten Elementary, Humboldt C.O.E.**  
 SCHOOL SITE: **Ridgewood**  
 INSPECTOR'S NAME: **Jay Seeger**  
 SCHOOL TYPE: **TK-2nd**  
 SCHOOL TYPE (SPACE LEVEL): **TK-2nd**  
 NUMBER OF BUILDINGS ON SITE: **1**  
 NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR (IF APPLICABLE): **Becky McQuarrie**  
 DATE INSPECTION TOOK PLACE: **01/20/23**  
 TOTAL ESTIMATED BUILDING VOLUME (CUBIC FEET): **12,000 sq ft**  
 TOTAL ESTIMATED BUILDING SURFACE AREA (SQUARE FEET): **20,974 sq ft**  
 TOTAL ESTIMATED BUILDING SQUARE FOOTAGE: **20,974 sq ft**  
 WEATHER DATE: **01/20/23**  
 WIND DIRECTION: **W**  
 WIND SPEED: **10 mph**  
 TEMPERATURE: **56 degrees F**  
 PRECIPITATION: **0.0 inches**  
 HUMIDITY: **65%**  
 VISIBILITY: **10.0 miles**  
 COMMENTS: **Facilities Manager**

**PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)**

TOTAL NUMBER OF AREAS EVALUATED	A. SYSTEMS			B. INTERIOR		C. CLOSETNESS		D. ELECTRICAL		E. RESTROOMS/FITNESS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL		
	MECHANICAL	SEWER	PLUMBING	MECHANICAL SURFACES	CEILING	WALLS	DOORS	ELECTRICAL	RESTROOMS	SHOWERS	POURINGS	HAZARDOUS MATERIALS	PRE-SAFETY	STRUCTURAL DAMAGE	ROOFS	LANDSCAPE	WALKWAYS	CONCRETE
17	19	13	26	26	26	26	26	25	4	19	26	26	26	26	26	26	26	26
Number of 100%																		
Number of 75%																		
Number of 50%																		
Number of 25%																		
Number of 0%																		
Percent of System in Good Repair	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Number of 100's divided by (Total Areas = 100's) <sup>2</sup>	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Total Percent per Category (average of above) <sup>3</sup>	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Rank (Circle one)	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD
GOOD = 95%-100%																		
FAIR = 75%-95.99%																		
POOR = 0%-74.99%																		

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

**OVERALL RATING:**  
 DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE → 100  
 SCHOOL RATING → GOOD

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
95%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-99.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated and/or resulting from minor wear and tear, and/or in the process of being repaired.	GOOD
75 %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary to prevent areas of fire safety.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

INSPECTOR'S COMMENTS AND RATING EXPLANATION:  
 The carpets in rooms 1-12 need to be replaced. The Furnaces in rooms 1-3 need to be replaced.

DISTRICT'S RESPONSES TO REPORT (Attach additional pages if necessary):

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## Current Room Use and Square Footage - Ridgewood

Room(s)	Current Use	Square Footage (total)
Rooms 4-8 (Main Wing)	<ol style="list-style-type: none"> <li>1. Classrooms</li> <li>2. Office</li> <li>3. Storage</li> <li>4. Custodial</li> <li>5. Student bathrooms</li> <li>6. Adult bathroom</li> </ol>	5,730
Rooms 9-12 (Commons)	<ol style="list-style-type: none"> <li>1. Classrooms</li> <li>2. Commons</li> <li>3. Staff room</li> <li>4. Staff prep area</li> <li>5. Custodial</li> <li>6. Storage</li> <li>7. Student bathrooms</li> <li>8. Adult bathroom</li> </ol>	6,028
Rooms 1-3	Classrooms	2,880
Room 13	Classroom	960
Room 14	After School Program	960
Room 15	<ol style="list-style-type: none"> <li>1. Sensory room</li> <li>2. Speech</li> <li>3. Social worker</li> <li>4. Resource</li> </ol>	960
Room 16	Library and Music	960
Room 17	Classroom	960
Garage	<ol style="list-style-type: none"> <li>1. Bus and storage</li> <li>2. Speech program</li> </ol>	1,536
Total		20,974

## Conditions Assessment and Replacement Projections - Ridgewood

Foundation and Framing - Ridgewood				
	Construction Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 4-8 (Main Wing)	1960	Good	N/A	\$1,809,026
Rooms 9-12 (Commons)	1960	Good	N/A	\$1,855,974
Rooms 1-3	1997	Good	2047	\$625,411
Room 13	1990	Good New siding, 6/18	2040	\$171,997
Room 14	2005	Good	2055	\$179,947
Room 15	2005	Good	2055	\$171,997
Room 16	2005	Good	2055	\$186,070
Room 17	2003	Good Replaced rotten foundation, 6/18	2053	\$171,997
Garage	1997	Good	N/A	\$211,531
Total				\$5,383,950
Notes:	Exterior painted, summer 2018 (\$130,000) The commons modernization, summer 2022 - Replaced some interior and exterior walls not built to code			

Roofing - Ridgewood				
	Installation Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 4-8 (Main Wing)	2000	Excellent	2050	
Rooms 9-12 (Commons)	2000	Excellent	2050	

Rooms 1-3	1997	Excellent	2047	
Room 13	2024	Excellent	2040	
Room 14	2005	Good	2055	
Room 15	2005	Good	2055	
Room 16	2024	Excellent	2055	
Room 17	2023	Excellent	2053	
Notes:	Room 14 has been approved for its roof to be replaced in 2025.			

Mechanical - Ridgewood				
	Installation Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 4-8 (Main Wing)	2021	Excellent	2061	
Rooms 9-12 (Commons)	2021	Excellent	2061	
Rooms 1-3	1997	Good	ASAP	
Room 13	2017	Excellent	2037	
Room 14	2017	Excellent	2037	
Room 15	2017	Excellent	2037	
Room 16	2017	Excellent	2037	
Room 17	2017	Excellent	2037	
Notes:	New heat pumps installed in Rooms 4, 5, 7, 8, 9, 10, 11, and 12 (Room 6 heat pump installed 2019), summer 2021 ERV systems installed in Rooms 4-12, summer 2021 ERV and heat pumps installed in Commons, summer 2022			

Plumbing - Ridgewood				
	Installation Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 4-8 (Main Wing)	1960	Good	N/A	
Rooms 9-12 (Commons)	1960	Good	N/A	
Rooms 1-3	1997	Good	N/A	
Room 13	1990	Good	N/A	
Room 14	2005	Good	N/A	
Room 15	2005	N/A	N/A	
Room 16	2005	N/A	N/A	
Room 17	2003	Good	N/A	
Notes:	Touchless faucets installed in staff and student bathrooms. Touchless faucets ordered for classrooms beginning the 2020-21 school year. Student (2) and adult (1) ADA compliant bathrooms completed in Commons, summer 2022 Staff room replumbed, summer 2022 Asbestos pipes abated, summer 2022			

Electrical - Ridgewood				
	Installation Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 4-8 (Main Wing)	1960	Fair	N/A	
Rooms 9-12 (Commons)	1960 2023	Poor Excellent	N/A	
Rooms 1-3	1997	Good	N/A	
Room 13	1990	Good	N/A	
Room 14	2005	Good	N/A	

Room 15	2005	Good	N/A	
Room 16	2005	Good	N/A	
Room 17	2003	Good	N/A	
Notes:	A new transformer and Main panel has been installed. A subpanel was installed in the commons to run heat pumps, copiers, water heaters and lighting.			

Flooring - Ridgewood				
	Installation Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 4-8 (Main Wing)	Carpets, 2016-2019	Good	2030	
Rooms 9-12 (Commons)	2007 2023	Fair excellent	asap 2053	
Rooms 1-3	2017	Good	2032	
Room 13	2023	excellent	2053	
Room 14	2018	Good	2033	
Room 15	2005	Good	2020	
Room 16	2017	Good	2032	
Room 17	2017	Good	2032	
Notes:	New flooring in Commons (assembly area, staff room, prep room, and bathrooms), summer 2022 Asbestos tiles abated, summer 2022			

Information Technology - Ridgewood				
	Original Installation Date	Current Condition	Replacement Date	Estimated Replacement Cost
Sitewide fiber optic cable	2015	Good	2024	\$14,181

Rooms 4-8 (Main Wing)	2015	Good	2025	
Rooms 9-12 (Commons)	2015	Good	2025	
Rooms 1-3	2015	Good	2025	
Room 13	2015	Good	2025	
Room 14	2015	Good	2025	
Room 15	2015	Good	2025	
Room 16	2015	Good	2025	
Room 17	2015	Good	2025	
Notes:	Completely new internet infrastructure Replacement dates for access points Server moved to Cutten, 2022			

Other - Ridgewood				
	Installation Date	Current Condition	Replacement Date	Estimated Replacement Cost
Fire alarm	2023	Excellent	N/A	
Security System	2018	Good	N/A	
Security cameras	2016?	Good	N/A	
Outdoor play structures	1960? 2003 2007	Good	N/A	\$50,000 per structure
TK	2023	Excellent		\$30,000
Parking lot	2018	Good	2026	
Fencing	South fence - 2016	Good	N/A	\$10,500
Paving near bus garage	2020	Good	N/A	\$80,000
Greenhouse	2015	Good	N/A	\$5,000



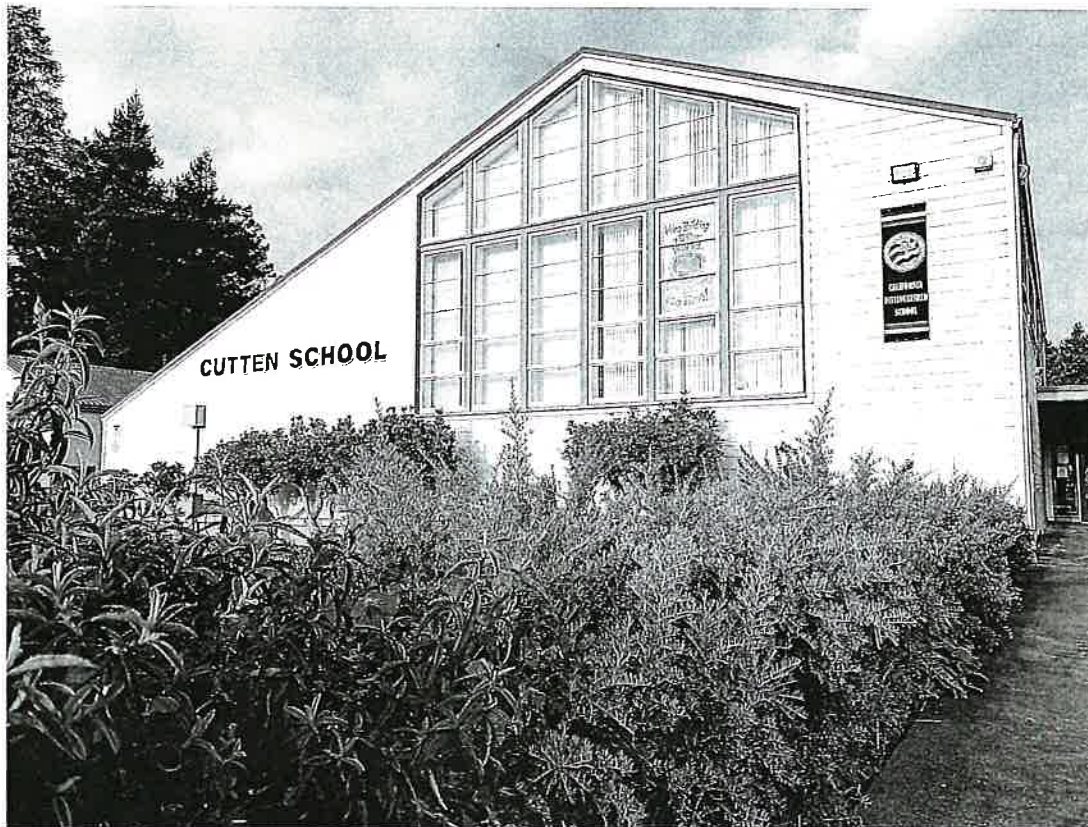
Outbuildings and sheds	PE Shed, 2018	Good	N/A	\$3,000
Notes:	Non ADA compliant slopes have been repaved 2023.			

### Recommendations

- Electrical in main wing and commons generally insufficient to carry multiple large loads
- Window upgrade in main wing
- Begin planning for replacement of modular classrooms in coming decades
- Begin Planning Phase 3 of 2018/2024 Bond
  - Redo drive line/parking
  - Build new offices and classroom wing
  - Replace perimeter fencing
  - Upgrade electricity in main wings
  - Upgrade kitchen

# Cutten School

4182 Walnut Dr. Eureka, CA, 95503



## Summary

Year Opened: 1951

Year(s) Modernized: 1993, 2022

Site Area: 7.28 acres

Total Building Area: 28,383 sq ft

Permanent classrooms: 12

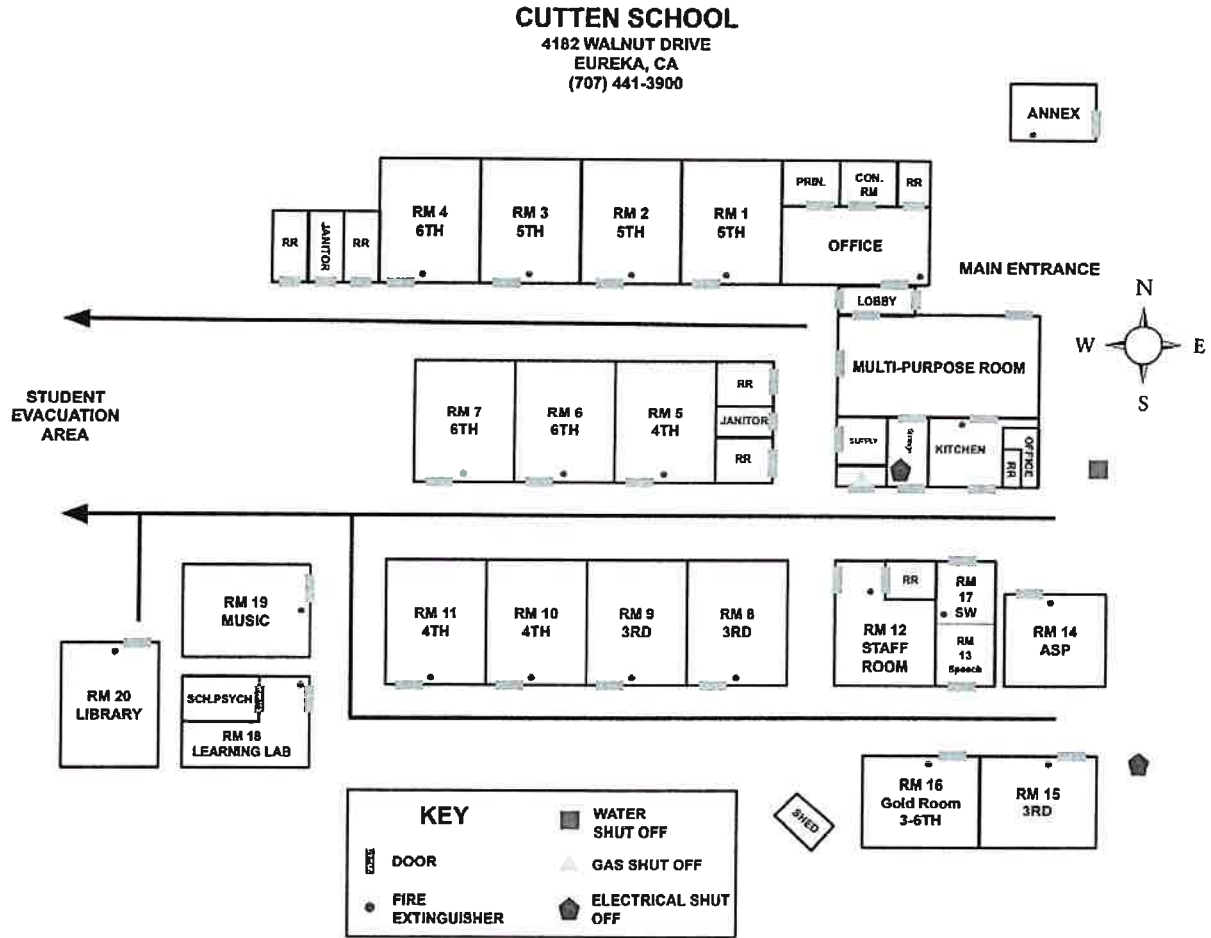
Portable Classroom: 6

Grade Levels Served: 3 - 6

Student Enrollment: 323

Employment: 20 certificated, 24 classified

# Site Map - Cutten



# Facilities Inventory Tool - Cutten

STATE OF CALIFORNIA  
OFFICE OF PUBLIC SCHOOL CONSTRUCTION

STATE OF CALIFORNIA  
FACILITY INSPECTION TOOL (FIT)  
SCHOOL FACILITY CONDITIONS EVALUATION  
(REV 04/22)

Page 7 of 7

SCHOOL DISTRICT COUNTY OFFICE OF EDUCATION Cutten Elementary, Humboldt C.O.E.	SCHOOL Humboldt
SCHOOL SITE Ridgewood	SCHOOL TYPE (GRADE LEVEL) Elementary TK-2nd
INSPECTOR'S NAME Judy Seeger	NAME OF SCHOOL ADMINISTRATOR ACCOUNTING FOR INSPECTIONS (IF APPLICABLE) Becky McQuarrie
TOTAL ESTIMATED BUILDING SQUARE FEET - 150,000 sq ft	NUMBER OF CLASSROOMS ON SITE
TOTAL ESTIMATED SITE SQUARE FOOTAGE - 20,974 sq ft	NUMBER OF RESTROOMS ON SITE
TOTAL ESTIMATED BUILDING SQUARE FOOTAGE - 170,974 sq ft	DATE OF INSPECTION 11/20/21
TOTAL ESTIMATED BUILDING SQUARE FOOTAGE - 170,974 sq ft	INSPECTOR'S TITLE Facilities Manager
TOTAL ESTIMATED BUILDING SQUARE FOOTAGE - 170,974 sq ft	WEATHER CONDITIONS AT TIME OF INSPECTION Rain 56 degrees F

### PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	A. STRUCTURE			B. INTERIOR			C. CLEANLINESS			D. ELECTRICAL			E. RESTROOMS/FOUNTAINS			F. SAFETY			G. STRUCTURAL			H. EXTERNAL		
	CEILING	MECHANICAL	WALLS	FLOOR SURFACES	WALLS	CEILING	MECHANICAL	RESTROOMS	FOUNTAINS	ELECTRICAL	RESTROOMS	FOUNTAINS	SAFETY	SAFETY	SAFETY	SAFETY	SAFETY	SAFETY	SAFETY	SAFETY	SAFETY	SAFETY	SAFETY	
26	17	19	13	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	
Percent of System in Good Repair Number of "OK's" divided by Total Areas - "NA" 's	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Total Percent per Category (average of above)	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	
Rank (Circle one) GOOD = 90% - 100% FAIR = 75% - 89.99% POOR = 0% - 74.99%	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD	

\*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category."

#### OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE → 100 SCHOOL RATING → GOOD

\*\*For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
98%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-97.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75 %-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

#### INSPECTOR'S COMMENTS AND RATING EXPLANATION:

The carpets in rooms 9-12 need to be replaced. The Furnaces in rooms 1-3 need to be replaced.

#### DISTRICT'S RESPONSES TO REPORT (Attach additional pages if necessary):

## Current Room Use and Square Footage - Cutten

Room(s)	Current Use	Square Footage (total)
Rooms 1-4 (Upper wing)	1. Classrooms 2. Office 3. Adult bathroom 4. Student bathroom 5. Storage	5,358
Rooms 5-7 (Middle wing)	1. Classrooms 2. Student Bathrooms 3. Custodial closet	3,300
Rooms 8-11 (Lower wing)	1. Classrooms 2. Staff room 3. Adult bathroom 4. After school office 5. Social worker office	3,690
Multipurpose Room	1. Multipurpose room 2. Kitchen 3. Adult bathroom 4. Storage	3,505
Room 14	Classroom	952
Room 15 and 16	Classrooms	1,920
Room 18	Resource and speech programs	960
Room 19	Music	960
Room 20	Library	1,440
Annex	IT and kitchen storage	1,150
Garage/Shop	1. Bus and storage 2. Shop	3,328
Total		26,563

## Conditions Assessment and Replacement Projections - Cutten

Foundation and Framing - Cutten				
	Construction Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 1-4 (Upper wing)	1951	Good	N/A	\$1,673,234
Rooms 5-7 (Middle wing)	1951	Good	N/A	\$1,022,418
Rooms 8-11 (Lower wing)	1951	Good	N/A	\$1,128,561
Multipurpose Room	1951	Good	N/A	\$1,055,722
Room 14	1975	Fair	2025	\$170,600
Room 15 and 16	1997	Good	2047	\$411,479
Room 18	1997	Good	2047	\$186,393
Room 19	2005	Good	2055	\$171,997
Room 20	1997	Good	2047	\$331,854
Annex	1945	Fair	N/A	\$231,514
Garage/Shop	1975	Good	N/A	\$463,884
<b>Total</b>				<b>\$6,847,656</b>
<b>Notes:</b>	Office and kitchen remodeled 2022 Windows replaced in Rooms 1-11, summer 2022 Reconfiguration of the office to enhance campus safety, summer 2022 Kitchen remodel, summer 2022 2020 - Exterior of Annex and garage painted 2020 - Termite treatment on middle wing 1992(?) - Termite damage found, framing replaced on middle and lower wing			

Roofing - Cutten				
	Construction Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 1-4 (Upper wing)	Metal, 1992 50 Mil PVC, 2022	Good Excellent	2042	
Rooms 5-7 (Middle wing)	Metal, 1992 50 Mil PVC, 2022	Good Excellent	2042	
Rooms 8-11 (Lower wing)	Metal, 1992 50 Mil PVC, 2022	Good Excellent	2042	
Multipurpose Room	1992	Good	2042	
Room 14	50 Mil PVC, 2022	Excellent	1995	
Room 15 and 16	1997	Good	2047	
Room 18	1997	Good	2047	
Room 19	2005	Good	2055	
Room 20	1997	Good	2047	
Annex	2011	Good	2041	
Garage/Shop	2016	Good	2066	\$67,579
Notes:	Low-grade roofing (torch down), replaced 2021			

Mechanical - Cutten				
	Construction Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 1-4 (Upper wing)	Unknown	Good	ASAP	

Rooms 5-7 (Middle wing)	Unknown	Good	ASAP	
Rooms 8-11 (Lower wing)	Unknown	Good	ASAP	
Multipurpose Room	Unknown	Good	ASAP	
Room 14	Mini Split, 2022	Excellent	2042	
Room 15 and 16	2017	Good	2037	
Room 18	2016	Good	2036	
Room 19	2017	Good	2037	
Room 20	2017	Good	2037	
Annex	Unknown	Good	N/A	
Garage/Shop	None	N/A	N/A	
Notes:	ERV in MPR, Fall 2023? Heat pumps and ERVs installed in Rooms 1-11 and 14, 2021. Waiting for Electrical upgrade to power the new heat pumps Annex has single gas wall heater			

Plumbing - Cutten				
	Construction Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 1-4 (Upper wing)	1951	Good	N/A	
Rooms 5-7 (Middle wing)	1951	Good	N/A	
Rooms 8-11 (Lower wing)	1951	Good	N/A	
Multipurpose Room	2022	Excellent	N/A	
Room 14	1975	Fair	N/A	
Room 15 and 16	1997	Good	N/A	



Room 18	1997	N/A	N/A	
Room 19	2005	Good	N/A	
Room 20	1997	N/A	N/A	
Annex	2020	New	N/A	
Garage/Shop	1975	Fair	N/A	
Notes:	Kitchen replumbed as part of remodel, summer 2022 2020 - New plumbing, including on-demand water heater and bathroom installed in Annex. Kitchen remodel scheduled for 2021. 2020 - Touchless faucets installed in staff and student bathrooms. Touchless faucets ordered for classrooms beginning the 2020-21 school year. Wing two bathrooms remodeled 2023 new plumbing.			

Electrical - Cutten				
	Construction Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 1-4 (Upper wing)	1951	Good	N/A	
Rooms 5-7 (Middle wing)	1951	Good	N/A	
Rooms 8-11 (Lower wing)	1951	Good	N/A	
Multipurpose Room	1951	Good	N/A	
Room 14	1975	Fair	N/A	
Room 15 and 16	1997	Good	N/A	
Room 18	1997	Good	N/A	
Room 19	2005	Good	N/A	
Room 20	1997	Good	N/A	
Annex	Unknown	Good	N/A	
Garage/Shop	1975	Good	N/A	

Notes:	Main electrical box planned for upgrade, 2024 2020 - Some wiring and circuit breaker improvements made 2017 - All lighting converted to LED (\$41,943) 1990s(?) - Rooms 1-11 wire mold outlets with RJ45
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Flooring - Cutten				
	Construction Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 1-4 (Upper wing)	Vinyl Tiles, 2001	Good	N/A	
Rooms 5-7 (Middle wing)	Vinyl Tiles, 2005	Good	N/A	
Rooms 8-11 (Lower wing)	Vinyl Tiles, 2005	Good	N/A	
Multipurpose Room	Vinyl Tiles, 2001 Kitchen, 2022	Good	N/A	
Room 14	2019	Good	N/A	
Room 15 and 16	2019	Good	N/A	
Room 18	1997	Good	N/A	
Room 19	2017	Good	N/A	
Room 20	2017	Good	N/A	
Annex	Front room, bathroom, and storage, 2020	Excellent	N/A	
Garage/Shop	1975	Good	N/A	
Notes:	New flooring in office kitchen and kitchen bathroom, 2022			

Information Technology - Cutten				
	Construction Date	Current Condition	Replacement Date	Estimated Replacement Cost
Rooms 1-4 (Upper wing)	2020	Good	2030	
Rooms 5-7 (Middle wing)	2020	Good	2030	
Rooms 8-11 (Lower wing)	2020	Good	2030	
Multipurpose Room	2020	Good	2030	
Room 14	2020	Good	2030	
Room 15 and 16	2020	Good	2030	
Room 18	2020	Good	2030	
Room 19	2020	Good	2030	
Room 20	2020	Good	2030	
Annex	2020	Good	2030	
Garage/Shop	2021	Good	2030	
Notes:	Server moved from Ridgewood to Cutten, 2022 All switches and access points upgraded, 2019 Server installed and wires replaced, 2020 Replacements dates for access points			

Other - Cutten				
	Installation Date	Current Condition	Replacement Date	Estimated Replacement Cost
Fire alarm	2023	Excellent	N/A	
Security Alarm	2020	Good	N/A	
Security cameras	Main buildings (2016?)	Good	N/A	?

	Bus garage (Mar. 2021)	Good		\$600
Outdoor play structures	Purple, 2003	Good	N/A	\$50,000 per structure
	Blue and Yellow, 2020	Good		
Parking lot	Unknown	Good	2030	
Fencing	Western boundary, 2017	Excellent	N/A	
	North, East, South boundaries raised to 6 ft 2021	Excellent		
Outbuildings and sheds	Brick shed, ?	Poor	Remodeled, 2021	
	Toy shed, 2017	Good		
	Garden shed, 1985	Good	New roof 2022	
Notes:	Non-compliant ADA access being fixed in 2022 new ramps. Trip hazards being removed			

## Recommendations

- School exterior in need of painting
- MP Room painting/wallpaper/ floor tiles replaced
- Chronic leaks in the roof penetrations.
- Solar array installation is dependent on roof repair/replacement
- Electrical in upper, middle and lower wings generally insufficient to carry multiple large loads
- Replace gas wall heater in the Annex.
- Construction of an additional permanent classroom at the west end of middle wing
- Begin planning for replacement of modular classrooms in coming decades
- Replace HVAC System in Staff Lounge
- Upgrade Student Bathrooms
- Repave Playground



# Maintenance and Transportation

## Conditions Assessment and Replacement Projections

	Purchase Date	Current Condition	Replacement Date	Estimated Replacement Cost
Bus 24	2019	Excellent	2034	\$100,000
Bus 28	2019	Excellent	2034	\$100,000
Bus 5	1997	Excellent	2012	\$100,000
Van	2015 (2008 model)	Good	2035	\$20,000
Truck	2018	Excellent	2040	\$20,000
Tractor	1971	Good	2031	\$20,000
Riding mowers (2)	2022	Excellent	20 years	\$3,000 each
Notes:				

## Recommendations

# APPENDIX A

## DSA Project Numbers and Approval Dates

Project	DSA Number	Approval Date	Notes
RW Bond	118595	6/10/22	ACGC
Cutten Bond	118465	2/18/22	ACGC
Cutten HVAC	119566	4/22/21	BESC

**INTERDISTRICT ATTENDANCE  
AGREEMENT**

*Effective July 1, 2024*

This Multi-District Interdistrict Attendance Agreement (“Agreement”) is made and entered into by the school districts of Humboldt County listed in Attachment A to this Agreement, and is made pursuant to California Education Code section 46600 *et seq.* The parties agree to the terms of this Agreement through June 30, 2025. This Agreement affects student enrollment upon district board approval of this Agreement and through the 2025-2026 school year.

**I. RECITALS:**

- A. California’s Education Code permits two or more school districts to enter into an agreement for a term not to exceed five (5) years to allow pupils to enroll in a school district that is not their district of residence through a process known as “interdistrict transfer.”
- B. California Education Code requires school districts to respond to a Parent’s request for an interdistrict transfer, if made in the current year, within thirty (30) calendar days of the request; and allows for Parents to appeal any denial of their request.
- C. California’s Education Code requires school districts to respond to “future year” requests for interdistrict transfers as soon as possible but no later than 14 calendar days after the commencement of instruction in the year for which the interdistrict transfer is sought.
- D. Humboldt County has a history of allowing pupils to attend school districts that are not the pupil’s district of residence where the capacity exists at the receiving district.
- E. This Agreement addresses the interdistrict transfer process for parent requests to transfer a pupil during the current year or to transfer a pupil in the future school year. Parents benefit from knowing if the student will attend their preferred district in the future school year. Districts benefit from knowing accurate student enrollment projections by early February for the upcoming school year, to determine if layoff notices are warranted in advance of the legally mandated March 15 deadline to issue layoff notices. Districts need to analyze projected enrollment and school boards must consider taking action on layoffs, usually at their February board meetings.
- F. This Agreement establishes deadlines for interdistrict transfers. The parties recognize that a countywide information dissemination campaign will be critical to this Agreement’s success.



- G. Each district will maintain board policies and regulations that address acceptance, rejection, revocations and enrollment priorities; and operate in conformance with those policies and regulations. Examples of enrollment priorities may include, but are not limited to, the following: sibling(s) attend, children of staff member(s), older sibling(s) previously attended the school, and others.

## II. TERM OF AGREEMENT:

This Agreement shall take effect for each party on July 1, 2024 or upon its execution of the Agreement, whichever comes later, and shall expire on June 30, 2025. The parties understand that as to each party to the Agreement, the Agreement does not take effect unless that party's governing board approves the Agreement. This Agreement supersedes any past interdistrict agreements among the parties to this Agreement that are in conflict with this Agreement.

## III. DEFINITIONS:

**Active Military Parent:** An "active military duty parent" means a parent with full-time military duty status in the active uniformed service of the United States, including members of the National Guard and the State Guard on active duty orders pursuant to Chapter 1209 (commencing with Section 12301) and Chapter 1211 (commencing with Section 12401) of Part II of Subtitle E of Title 10 of the United States Code.

**Capacity:** A district's determination of the space and resources it has available for students.

**Capacity Determination (for purposes of establishing a waitlist):** A capacity determination is made by the District of Proposed Enrollment no later than 15 days after the close of the Priority One enrollment window. Approval of an interdistrict transfer requires that the receiving District of Proposed Enrollment have capacity for the student.

**Current year request:** A request for interdistrict transfer received beginning 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought and anytime thereafter for that school year.

**Denial:** For purposes of appealing to the county board of education, a "denial" is a written rejection of a request, but also includes a school district's failure to provide written notification of the school district's decision within the timelines prescribed in this Agreement. A "denial" shall not include any of the following:

1. A request that has been deemed abandoned, meaning the Parent has not met required timelines established by the district.
2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the governing board of the school district.

3. A denial by the District of Proposed Enrollment when no permit has been first issued by the District of Residence

**District of Proposed Enrollment or “DPE”:** A school district other than the school district in which the Parent of a pupil resides, and in which the Parent of the pupil intends to enroll the pupil through an interdistrict transfer.

**District of Residence or “DOR”:** A school district in which the Parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to the compulsory education requirements.

**Enrollment Window:** The period of time that interdistrict transfer requests for the upcoming year shall be considered by both the District of Residence and the District of Proposed Enrollment.

**Future year request:** A request for interdistrict transfer received up until 15 calendar days before the commencement of instruction in the school year for which interdistrict transfer is sought. A request received 15 calendar days before or thereafter is a “current year” request.

**Hardship:** Extreme difficulty or suffering.

**Interdistrict transfer or “IDT”:** Interdistrict transfer; the act of a student attending a school district that is not the student’s district of residence.

**IDT Permit:** The form which authorizes an individual interdistrict transfer, signed by the District of Residence, the District of Proposed Enrollment, and the Parent. The form is attached as Attachment B to this Agreement. Permits are good for one (1) school year. Parents must re-apply for each school year.

**IDT Request:** The formal process of a Parent seeking written permission from both the District of Residence and the District of Proposed Enrollment for the child to attend a school district outside of his or her District of Residence. A District of Residence makes the initial determination as to whether an interdistrict transfer request shall be granted; the District of Proposed Enrollment then reviews the request and determines whether it will grant the request for the transfer to the District of Proposed Enrollment.

**New Sibling Requests:** Requests for a student to attend a District of Proposed Enrollment when the student’s sibling(s) will be enrolled at the District of Proposed Enrollment in the same year.

**Parent:** The natural or adoptive parent or guardian, the person having legal custody, or other educational rights holder.

**Reasonable Enrollment Activities:** Activities that a District of Residence may require a Parent to participate in to demonstrate the District of Residence’s ability to meet the student

and/or Parent's needs. "Reasonable enrollment activities" include a discussion with the District of Residence's school administration or their designees, attending an orientation meeting, a site visit, and/or review of informational literature.

**Renewals:** A renewal of a previously granted Interdistrict Transfer Permit. Renewals must be sought annually.

**School-level transitions:** Transitions from one grade span to another, based upon the District of Residence's transitions, e.g. elementary school to middle school, or middle school to high school.

**Victim of an act of bullying:** A "victim of an act of bullying" means a pupil that has been determined to have been a victim of bullying by an investigation pursuant to the complaint process described in Education Code Section 234.1. The bullying must have been committed by any pupil in the school district of residence, and the parent of the pupil must have filed a written complaint regarding the bullying with the school, school district personnel, or a local law enforcement agency.

#### **IV. INTERDISTRICT TRANSFER REQUESTS:**

Parents are advised that this Agreement establishes deadlines to apply for enrollment in a school district for the upcoming school year.

##### **A. Preferential Enrollment ("Priority One Open Enrollment Window"): Requests for an IDT for the Future School Year Received from December 1 through February 1**

1. The DOR will approve an IDT Request submitted by a Parent if it is received at the DOR between December 1st through February 1st by 4:00 p.m. each year if Parents have complied with the process described herein. If February 1st falls on a weekend, the deadline will be the next school day after February 1st. IDT Requests for the future school year may not be submitted prior to December 1st.
2. The DOR will have 10 school days after the close of the enrollment window to approve the request and to forward the IDT Request to the DPE. The DOR may deny a Parent request for an IDT if the Parent does not participate in DOR Reasonable Enrollment Activities, absent good cause such as hardships due to medical conflicts, work schedule, child care, transportation, language barriers, etc. All other IDT Requests received within the Priority One Enrollment Window will be approved by the DOR, unless the Parent withdraws their IDT Request.
3. The DPE will have 15 school days after the close of the Priority One Open Enrollment Window (or 5 school days from receipt of the

approved IDT Permit from the DOR, whichever is later) to approve or deny the IDT Request and to notify both the Parent and DOR of the DPE's decision.

4. Renewals and New Sibling Requests will be approved and will follow the same timelines listed within Priority One, above.
5. A DOR may require a Parent to participate in Reasonable Enrollment Activities prior to granting a renewal when the student transfer involves a School Level Transition (defined above).

**B. Priority Two Enrollment Window – Requests for an IDT for the Future School Year Received After February 1 and for Requests Made In the Current School Year**

IDT Requests received from a Parent for the current school year, and for the future year received after the February 1 enrollment window, will be processed and approved by a DOR under the following circumstances:

1. Parent did not reside in Humboldt County school districts' boundaries prior to Priority One deadline.
2. Parent moved from one district to another district subsequent to the Priority One deadline.
3. Parent has a reasonable argument and a compelling reason, including hardship, such as medical conflicts, work schedule, child care, transportation, language barriers, for why the Priority One deadline was not met, or why the circumstance did not warrant a request for an IDT at the time of the Priority One deadline.
4. Parent has a reasonable explanation for not being able to participate in DOR Reasonable Enrollment Activity.
5. The DOR may require the Parent to participate in Reasonable Enrollment Activities as outlined in Subsection IV.A.2. (Priority One). If approved by the DOR, IDT Requests will be forwarded to the DPE for approval or denial.

**C. Wait Listed Students for the Upcoming Year**

If a DOR granted an IDT Request for the future year, that approval is valid until the commencement of the DPE's new school year. This is to allow time for school districts to determine if there is capacity for the student. Each DPE is limited to accepting the equivalent of two students per grade level from its waitlist, or 7% of the school's total enrollment from the waitlist, whichever is greater. The waitlist must be established at the time of the DPE's lottery or capacity determination.

**V. STATUTORY PREFERENCES:**

Notwithstanding the foregoing, regardless of when the following requests are made, these preferences exist outside of the timeframes set forth above.

**A. Victims of Bullying**

If a school within the DOR has only one school offering the grade level of the victim of an act of bullying, and therefore there is no option for an intradistrict transfer, the victim of an act of bullying may apply for an interdistrict transfer and the DOR shall not prohibit the transfer if the DPE approves the application for transfer.

**B. Children of Active Military Service Men and Women**

Notwithstanding any other terms of this agreement, a DOR shall not prohibit the transfer of a pupil who is a child of an active military duty parent to a school district of proposed enrollment if the DPE approves the application for transfer.

**C. Effect of DPE Accepting Such Students**

A DPE that elects to accept an interdistrict transfer of a student who is the victim of an act of bullying or a child of active military service men or women shall accept all pupils who apply to transfer under these statutory preference until the DPE is at maximum capacity. A DPE shall ensure that pupils admitted under this preference are selected through an unbiased process that prohibits an inquiry into or evaluation or consideration of whether or not a pupil should be enrolled based on academic or athletic performance, physical condition, proficiency in English, family income, or any of the individual characteristics set forth in Section 220 of the Education Code, including, but not limited to, race or ethnicity, gender, gender identity, gender expression, and immigration status.

**VI. APPEALS:**

Parents have a right to appeal to the Humboldt County Office of Education ("HCOE") when a school district denies an IDT Request. HCOE shall process these appeals in accordance with California Education Code section 46601, the terms of this Agreement, and HCOE's Board Policies and Regulations. Parents are entitled to notice of their right to appeal to HCOE.

Failure to appeal within the required time is good cause for denial of an appeal.

Students who are under consideration for expulsion, or who have been expelled pursuant to California Education Code sections 48915 and 48918, may not appeal interdistrict attendance denials or rescissions while expulsion proceedings are pending, or during the term of the expulsion.

Appeals must be filed by the Parent within thirty (30) days of a denial of a request. See "definitions" above for the definition of a denial.

**Provisional Enrollment in DPE Pending Appeal:** The parties agree that no DPE will grant provisional enrollment of a pupil pending an appeal before Humboldt County Office of Education ("HCOE"), except that a DPE may provisionally enroll a student who has been attending a DPE school in the immediate past and who has been historically continuously enrolled. For example, a Parent moves from District A in April to District B, but wants her child to continue attending District A for continuity. A pupil shall be eligible for provisional attendance only upon providing reasonable evidence that a final decision for a request for interdistrict transfer is pending either with the DOR, the DPE, or HCOE. Where provisional enrollment is granted under these limited circumstances, and for a period not to exceed two school months, the governing board of a DPE may provisionally admit to the schools of the school district a pupil who resides in another school district, pending a decision of the governing boards of the two school districts, or by HCOE upon appeal, regarding the interdistrict attendance. The period of provisional attendance begins on the first day of the pupil's attendance in the school. If a decision by the school districts or HCOE has not been rendered by the conclusion of two school months, and the school districts or HCOE are still operating within the prescribed timelines, the pupil shall not be allowed to continue attendance at the DPE. If the pupil is subject to compulsory full-time education pursuant to California Education Code section 48200, he or she shall enroll in the DOR or in another educational program.

Provisional attendance shall not guarantee that a school district or HCOE will approve a request for interdistrict transfer.

## **VII. REVOCATIONS:**

Neither a DOR nor a district that has accepted a student on an interdistrict transfer may revoke an IDT for a student after June 30 following the completion of grade 10, or for pupils in grades 11 or 12. Any other IDT Permit may be revoked pursuant to the policies and regulations of either the district that has accepted a student on an interdistrict transfer or DOR, or as set forth on the IDT Permit itself, as permitted by law. If a school district revokes an IDT Permit, it will promptly provide written notice of the revocation to the other district.

## **VIII. CHANGES IN LAW:**

If any law modifies or conflicts with a provision of this Agreement, the new law shall prevail as

if written into the Agreement. A change in law, or a finding that one portion of this Agreement is not legally compliant, shall not invalidate the other terms of the Agreement.

**IX. COMMUNICATIONS AND PUBLIC AWARENESS**

In order to maximize awareness of the interdistrict transfer process the Humboldt County Office of Education (HCOE), in partnership with participating districts, will coordinate a public awareness campaign that will include print, radio, and social media advertisements. In addition, school districts, charter schools, early childhood providers, and other relevant public/private agencies will receive copies of media print materials to post on their websites and/or share with families. The public awareness campaign will begin in November of each year and run through the end of the priority one window.

ATTACHMENT A: LIST OF PARTIES

ATTACHMENT B: IDT REQUEST

FORM

For Each Party:

\_\_\_\_\_ School District

Signature of Superintendent and Date:

Board approval:

Date: \_\_\_\_\_





**CUTTEN SCHOOL DISTRICT Certificated Staffing / Enrollment for 2024-2025  
February 2025**

Grade Level	Classroom Teacher	Classroom Aide	1st Day Class Size	Class Size	Grade	Grade Totals	School Totals
SDC	Veeh, Tom	Hartridge, Macias	9	10	SDC	10	
TK	Chastain, Amy	O'Kane, Tarryn	17	18	TK	43	
TK	Seghetti, Nadine	Copeland, Linda	15	18			
TK	Seymour, Melissa	Morris, Melissa	7	7			
K	Gabbert, Stacey	Emerson, Lilly	21	20			
K	Lemmon, Katrin	Thayer, Tracy	19	18	Kindergarten	68	
K	Seymour, Melissa	Morris, Melissa	9	11			
K	Escutia, Liz	Moser, Shara	19	19			
1	Felmlee, Jamie	Blacketer, Kacie	18	19	First	74	Ridgewood Total 270
1	Troyer, Chara	Morgan, Aubrie	18	18			
1	Kencke, Joe	Urban, Michelle	19	18			
1	Hinrichs, Dani	Wagner, Ella	19	19			
2	Ibbitson, Bethany	Houseworth, Step	18	19	Second	75	
2	Rice, Suzanne	Blaisdell, Lena	19	19			
2	Bon, Mindi	Holgerson, Ashlei	18	18			
2	Richards, Mike	Kidd, Lorna	18	19			
SDC	Jones, Taylor	Burton, Meghan &	11	11		11	
3	Standish Tina	Hulstrom, Gidget	21	22	Third	67	
3	Watkins, Lindsay	Pino, Karen	23	23			
3	Watson, Harriet	Hulstrom, Mike	21	22			
4	Benbow, Tracy	Kovaly, Anna	20	20	Fourth	64	Cutten Total 288
4	Hague, Jaime	Lawson, Brandi	22	23			
4	Cudahy, Emily	Hubbard, Kara	21	21			
5	Code, Jen	Bell, Marissa	25	25	Fifth	86	
5	Stokes, MaryBeth	North, Emma	25	24			
5	Ashmore, Shandi	Martin, Emily	25	24			
5	Cook, Kaycee	McCarty, Sydney	13	13			
6	Yip, Andrea	Smith, Jessica	27	25	Sixth	60	
6	Cook, Kaycee	McCarty, Sydney	8	8			
6	Mitchell, Brandee	Creason, Valerie	27	27			
	<b>Totals</b>		552	553		558	558

January 14, 2025

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

Subject: Certification of 2024-2025 First Interim Report

Dear Becky MacQuarrie:

Thank you for the timely submission of the district's 2024-2025 First Interim Report. We acknowledge that you and the governing board have issued a positive certification of the district's financial status.

In accordance with Education Code Section 42131, we have completed our review and analysis of the district's First Interim Report. Given the assumptions underlying these budget projections, we concur with your positive certification.

Although we concur with your positive certification, we wish to bring your attention to the following:

Facilities

We noted that the budget contains expenditures related to facility projects. As the district moves forward with current and future projects, we recommend the district closely monitor the expenditures to avoid any unintended fiscal impact to district reserves or cash.

We wish to acknowledge and express our appreciation to the district's staff, the governing board and the community for their continued diligence and hard work. If you have any questions regarding our review process, please feel free to contact our office.

Sincerely,



Corey Weber  
Assistant Superintendent of Business Services  
Humboldt County Office of Education

CW: ts

c: Michael Davies-Hughes, Superintendent, HCOE  
District School Board President

**Cutten Elementary School District  
Comprehensive School Safety Plan**

(Per Education Code Sections 32280-32289)

CDS Code  
12-62745-000000

2024 - 2025

**Contact Person:** Becky MacQuarrie

**Position:** Superintendent

**Telephone Number:** (707) 441-3900

**E-Mail Address:** [bmacquarrie@cuttensd.org](mailto:bmacquarrie@cuttensd.org)

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# I. GENERAL INFORMATION

## A. School Site Council, Board of Trustees, School Administration, and Consulting Law Enforcement Representatives

<b>School Site Council</b>
Tina Standish, chair Melissa Seymour Morgan McMahon Shandi Ashmore Carissa Carsey Nancy Corran Sean Galt Teresa McGinnis Chara Troyer Annette Sligh
<b>Board of Trustees</b>
Mary DeWald Beth Johnston Becky Reece Dennis Reinholtsen Andrew Sundquist
<b>School Administration</b>
Becky MacQuarrie, District Superintendent Darcie Rutter, Cutten School Principal Annette Sligh, Ridgewood School Principal
<b>Consulting Law Enforcement Agencies</b>
Humboldt Bay Fire Humboldt County Sheriff's Office

## B. Recommendations and Assurances

The School Site Council (SSC) recommends this Comprehensive School Safety Plan to the district governing board for approval, and assures the board of the following:

1. The School Site Council is correctly constituted, and was formed in accordance with district governing board policy and state law.
2. Under California Education Code 32281, the School Site Council or its delegates acts as the school safety planning committee, consisting of the following members:
  - The principal or the principal's designee
  - Three classroom teachers
  - Five parents/guardians or community members
  - One other employee who is a representative of non-classroom teaching staff
3. The School Site Council reviewed the content of the Comprehensive School Safety Plan and believes all legal requirements are met.
4. This plan was reviewed by staff in December 2024.
5. This plan was submitted to area law enforcement agencies for review in December 2024.
6. This school plan was adopted by the Cutten District School Site Council on November \_\_\_\_\_.
7. This school safety plan was approved by the board of trustees on December \_\_\_\_\_.

\_\_\_\_\_  
Superintendent's Name  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
School Site Council Chair Name

\_\_\_\_\_  
School Site Council Chair Signature

\_\_\_\_\_  
Date



## **C. District Profile**

Cutten is a single-attendance elementary school district with students at two sites. Ridgewood School provides instruction for students in transitional kindergarten through second grade, and Cutten School serves students in grades three through six. We currently have 550 students enrolled. Ridgewood School has a full-time principal, Cutten has a full-time principal, and we have a District Superintendent. The staff totals 43 certificated and 51 classified employees. The Comprehensive School Safety Plan describes programs in place at our schools as well as strategies for continued improvement in providing a safe, orderly school environment conducive to learning. This plan also includes procedures for responding to a variety of school-based emergencies.

## **D. School Vision and Mission**

### **School Vision and Mission**

***Building a better world... one student at a time.***

The Cutten School District, in partnership with our community, provides students with the academic and social skills necessary to become contributing members of a global community. We accomplish our mission by creating a joyful, student-centered, and consistent learning environment rich in the arts and sciences, where everyone knows they are respected members of the Cutten-Ridgewood family.

## II. CURRENT STATUS

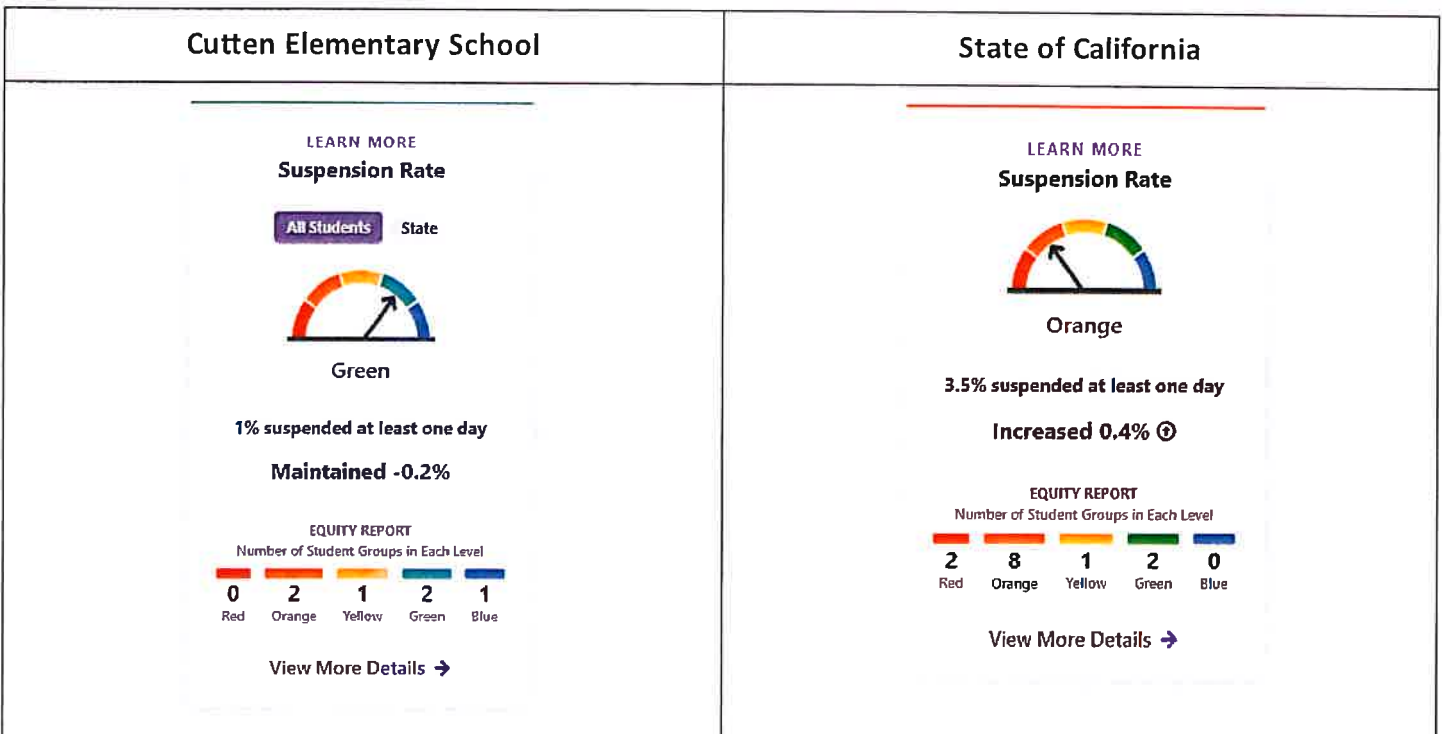
California Education Code Section 32282 requires schools include the current status of crime and related school-related functions.

### A. Suspension Rate

#### School Crime Status and Reporting

Cutten Elementary School District complies with all federal regulations in the accumulation and reporting of data and statistics pertaining to expulsions, suspension, and truancy information to satisfy NCLB requirements. In accordance with those requirements it has been determined that Cutten District is NOT at risk of being classified as a persistently dangerous school. With an enrollment of 562 students in the 2022-23 school year, the district reported a total of two (2) students suspended and zero (0) expulsions. There were no crime-related incidents at either school campuses or at school-related functions.

The below information is from the California School Dashboard (<https://www.caschooldashboard.org/>) on suspension rates from the 2022-23 school year. For comparison, the statewide suspension rate is also included.

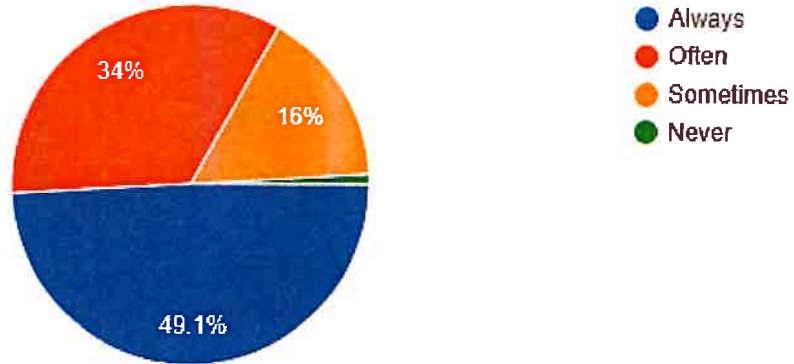


## B. Student Survey on School Climate

Students in grades three through six were surveyed in Spring 2024 regarding their perception of connectedness and safety at school. These results will become part of our Local Control Accountability Plan local indicators. Included below are the results of two sample questions from the survey.

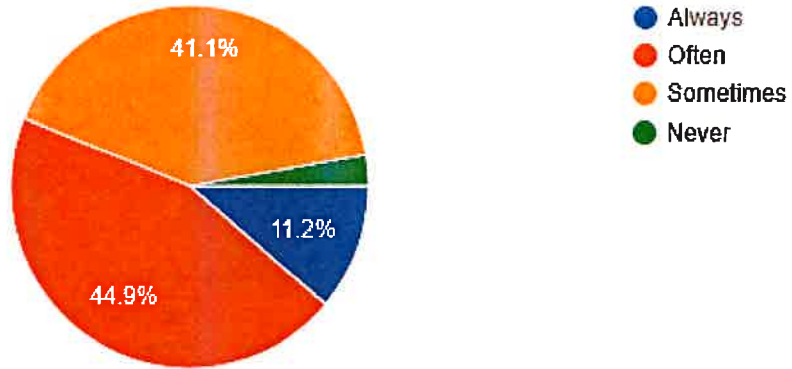
**I feel safe at school.**

106 responses



**I like school.**

107 responses



### III. DISTRICT ACTION PLAN

#### A. Component 1: People and Programs

<b>GOAL: Cutten School District will promote a school climate of respect, responsibility, and emotional safety.</b>	<b>Assessment</b>	<b>Program or Person Responsible</b>
<p><b>Objective I: <u>Cutten School District will actively promote character development and values by:</u></b></p> <ol style="list-style-type: none"> <li>1. Implementing Positive Behavior Intervention Support (PBIS)</li> <li>2. Promoting Safe, Respectful, and Responsible behavior across all school environments</li> <li>3. Developing and implementing a reward system to recognize desired behaviors</li> <li>4. Inviting students, staff, and the community to all school activities</li> <li>5. Recognizing students at Cutten School who exhibit desirable citizenship, scholarship, art, and ACE (Attitude, Citizenship and Effort) with monthly awards</li> <li>6. Recognizing students at Ridgewood School who exhibit desired behaviors with “Bucket Filling” certificates</li> <li>7. Recognizing students at both schools who exhibit desired behaviors with “Positive Paws” tickets</li> <li>8. Modeling of desirable character traits and values by staff</li> <li>9. Utilizing the Multi-Tiered System of Support (MTSS) to guide systems in place</li> <li>10. Restorative Practice Training for all staff</li> <li>11. Community building (e.g. Assemblies and Morning Meetings)</li> <li>12. School Climate Team composed of classified and certificated staff, administration, and parents/guardians meets monthly</li> </ol>	<p>Annual review of staff, student, and parent/guardian surveys</p>	<p>Site Administrators            Certificated Staff            Classified Staff            School Social Workers            School Climate Team</p>
<p><b>Objective II: <u>Cutten School District will actively cultivate respectful communication and supportive relationships among staff members, students, family, and community members by:</u></b></p> <ol style="list-style-type: none"> <li>1. Advertising family events involving the school district, PTA, and Cutten Ridgewood Student Foundation, that are both on-site and off-site</li> <li>2. Informing the community and parents of activities, events and important issues through newspaper articles, weekly parent bulletins, marquee, social media, district website, and the district’s mass notification system</li> <li>3. Notifying families of available parenting workshops, trainings, or other appropriate educational opportunities</li> <li>4. Sharing information about community “kid friendly” events</li> </ol>	<p>Annual review of staff, student, and parent/guardian surveys</p> <p>Tools used to maintain clear communication with families will be reviewed regularly for effectiveness</p>	<p>Site Administrators            Certificated Staff            Classified Staff            School Social Workers            School Climate Team            PTA</p>

<p>5. Inviting school and community members to annual meetings to review and provide input for the Local Control Accountability Plan</p>		
<p><b>Objective III: <u>Cutten School District will ensure all incoming students will have a safe and smooth transition into the district</u></b>  <b>by:</b></p> <ol style="list-style-type: none"> <li>1. Providing a student/parent information packet which includes information on: <ol style="list-style-type: none"> <li>a. Required forms to be completed</li> <li>b. School calendar</li> <li>c. Campus map</li> <li>d. Link to website</li> <li>e. Disciplinary procedures</li> <li>f. Positive Behavior Intervention Support (PBIS) program</li> <li>g. Student support service information</li> <li>h. Student medication procedure</li> <li>i. Welcome to Ridgewood/Cutten link on website</li> <li>j. Other information helpful to new students/families</li> </ol> </li> <li>2. Providing Kindergarten Orientations (multiple events held each spring) and kindergarten screening prior to entry</li> <li>3. Conducting Class Study meetings to ensure all students' academic, social, and emotional needs are being addressed</li> <li>4. Maintaining the cross-age buddy program to familiarize all students with both campuses and enhance peer relations</li> <li>5. Leading a "Welcome Tour" to all new students</li> <li>6. Holding a transition day and an evening event for students entering 3<sup>rd</sup> grade at Cutten and exiting Cutten at 6<sup>th</sup> grade</li> </ol>	<p>Check in with new students and parents/guardians periodically to evaluate transition.</p>	<p>Site Administrators  Certificated Staff  Classified Staff  School Social Workers  School Climate Team</p>
<p><b>Objective IV: <u>Cutten School District will improve campus beautification</u></b>  <b>by:</b></p> <ol style="list-style-type: none"> <li>1. Removing campus litter each day</li> <li>2. Reminding students of their responsibility to take care of the school</li> <li>3. Holding an annual "Campus Work Day"</li> <li>4. Reporting facility problem areas in a timely fashion to the custodians</li> <li>5. Maintaining grounds and garden area</li> <li>6. Making other improvements / enhancements as funding allows</li> <li>7. Performing Facilities Inspection Tool (FIT) at least annually.</li> </ol>	<p>Annual review of staff, student, and parent/guardian surveys</p>	<p>Site Administrators  Certificated Staff  Classified Staff  School Social Workers  School Climate Team  Students  School Site Council  Parents/Guardians</p>
<p><b>Objective V: <u>Cutten School District will ensure staff and students understand and appreciate diversity</u></b>  <b>by:</b></p>	<p>Library and display cases showcase</p>	<p>Site Administrators  Certificated Staff</p>

<ol style="list-style-type: none"> <li>1. Promoting appreciation and acceptance of all learners regardless of ability</li> <li>2. Incorporating diversity awareness across curriculum</li> <li>3. Utilizing district-adopted ELA and social science curricula that emphasize diversity</li> <li>4. Providing opportunities to learn multicultural songs and instrumentation in class and from the district music teacher</li> </ol>	<p>literature &amp; art which emphasize diversity of cultures.</p>	<p>Classified Staff School Social Workers School Climate Team</p>
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## Component 2: Physical Safety of Students and Staff

<b>GOAL: Cutten School District will ensure physical safety of students and staff.</b>	<b>Assessment</b>	<b>Program or Person Responsible</b>
<p><b><u>Objective I: Cutten School District will improve campus safety</u></b> <b><u>by:</u></b></p> <ol style="list-style-type: none"> <li>1. Conducting a campus walk-through by JPA Risk Manager</li> <li>2. Complying with findings of Physical Plant Safety Plan</li> <li>3. Analyzing school crime mandated report (suspensions/ed code)</li> <li>4. Updating automated emergency messaging system (SchoolWise) multiple times per year</li> <li>5. Filling out incident reports for staff/student injuries</li> <li>6. Completing California Healthy Kids Survey (CHKS) in fifth grade</li> <li>7. Maintaining security cameras at both school sites</li> <li>8. Replacing outside lighting fixtures as necessary to provide adequate illumination</li> <li>9. Installing perimeter fencing at both school sites</li> </ol>	<p>Annual update of Comprehensive School Safety Plan by School Site Council</p>	<p>Site Administrators Certificated Staff Classified Staff School Social Workers</p>
<p><b><u>Objective II: Cutten School District will ensure readiness for campus emergencies and for the safety of students and staff</u></b> <b><u>by:</u></b></p> <ol style="list-style-type: none"> <li>1. Providing emergency supply kits as well as checking the kits yearly for adequate supplies.</li> <li>2. Providing students and staff with training and practice in the emergency procedures: <ol style="list-style-type: none"> <li>a. Earthquake Drill</li> <li>b. Fire Drills/Earthquake with evacuation</li> <li>c. Shelter in place Modified Lockdown</li> <li>d. Lockdown Imminent Danger</li> <li>e. Threat Assessment Drill w/o school-wide action</li> </ol> </li> <li>3. Providing prevention education for students: <ol style="list-style-type: none"> <li>a. Health education classes address: nutrition, at risk</li> </ol> </li> </ol>	<p>Administrative review following each safety drill</p> <p>Review and update school safety protocols on at least an annual basis</p>	<p>Site Administrators Certificated Staff Classified Staff School Social Workers School Climate Team School Site Council Fire Department Sheriff's Office</p>

<p>behaviors, dental hygiene, physical exercise, body image</p> <ul style="list-style-type: none"> <li>b. Activities and counseling address: bullying, sexual harassment, hate motivated behavior, threats</li> <li>c. Complete grade appropriate Healthy Kids Survey</li> </ul> <p>4. Offering Crisis Prevention and Response Training for staff:</p> <ul style="list-style-type: none"> <li>a. Crisis Prevention Intervention (CPI) training</li> <li>b. First Aid / CPR</li> </ul> <p>5. Providing Risk Reduction Education for staff:</p> <ul style="list-style-type: none"> <li>a. Mandated reporting</li> <li>b. Confidentiality</li> <li>c. Universal precautions/blood borne pathogens</li> <li>d. Safe equipment operation</li> <li>e. Employee and student injury reporting</li> <li>f. Sexual harassment policy</li> <li>g. Classroom management support</li> <li>h. Medication procedures</li> <li>i. Bullying prevention and intervention</li> <li>j. Communication of high risk students</li> </ul> <p>6. Ensuring that Emergency Communication Protocols are clear to staff and ready to use:</p> <ul style="list-style-type: none"> <li>a. Phone System</li> <li>b. Two-way radios</li> <li>c. District transmitter communication</li> <li>d. District Disaster Preparedness Plan</li> <li>e. Code words or bells for specific drills</li> </ul> <p>7. Practicing bus safety:</p> <ul style="list-style-type: none"> <li>a. At the beginning of each school year drivers will inform students of bus safety and acceptable bus behavior.</li> <li>b. Drivers conduct safety bus evacuations.</li> <li>c. Staff will review expectations of Safe, Respectful, and Responsible behavior on the buses.</li> <li>d. Cameras and child safety alert systems are installed on buses.</li> </ul> <p>8. Collaborating with the local Fire Dept. and Sheriff on the Safe School Plan</p> <p>9. Providing adequate safety equipment including window coverings, fire extinguishers, etc.</p>		
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## IV. SCHOOL DISCIPLINE

### A. District Procedures on School Discipline

Pursuant to Ed. Code 35291 – 35291.5

Every employee of the school is responsible for the enforcement of the discipline rules, included in this section, titled *Cutten School Tiger Pride* and *Ridgewood School Tiger Pride*.

The district shall submit the rules and procedures to the Board for review. The district shall provide the rules to each continuing student in the district at the beginning of the school year. New transfers or incoming students will receive copies as they enroll.

35291. The governing board of any school district shall prescribe rules not inconsistent with law or with the rules prescribed by the State Board of Education, for the government and discipline of the schools under its jurisdiction. The governing board of each school district which maintains any of grades 1 through 12, inclusive, may, at the time and in the manner prescribed by Sections 48980 and 48981, notify the parent or guardian of all pupils registered in schools of the district of the availability of rules of the district pertaining to student discipline.

35291.5(a) On or before December 1, 1987, and at least every four years thereafter, each public school may, at its discretion, adopt rules and procedures on school discipline applicable to the school. For schools that choose to adopt rules pursuant to this article, the school discipline rules and procedures shall be consistent with any applicable policies adopted by the governing board and state statutes governing school discipline. In developing these rules and procedures, each school shall solicit the participation, views, and advice of one representative selected by each of the following groups:

- (1) Parents.
- (2) Teachers.
- (3) School administrators.
- (4) School security personnel, if any.
- (5) For junior high schools and high schools, pupils enrolled in the school.

Meetings for the development of the rules and procedures should be developed and held within the school's existing resources, during non-classroom hours, and on normal schooldays.

The final version of the rules and procedures on school discipline with attendant regulations may be adopted by a panel comprised of the principal of the school, or his or her designee, and a representative selected by classroom teachers employed at the school.

It shall be the duty of each employee of the school to enforce the rules and procedures on school discipline adopted under this section.

(b) The governing board of each school district may prescribe procedures to provide written notice to continuing pupils at the beginning of each school year and to transfer pupils at the time of their enrollment in the school and to their parents or guardians regarding the school discipline rules and procedures adopted pursuant to subdivision (a).

(c) Each school may file a copy of its school discipline rules and procedures with the district superintendent of schools and governing board on or before January 1, 1988.

(d) The governing board may review, at an open meeting, the approved school discipline rules and procedures for consistency with governing board policy and state statutes.



## B. School Rules

### *At Cutten and Ridgewood Schools, Self Control Is Our Goal!*

	<b>Be Safe</b>	<b>Be Respectful</b>	<b>Be Responsible</b>
<b>Everywhere &amp; Always</b>	<ul style="list-style-type: none"> <li>Keep hands, feet, and objects to yourself</li> <li>Stay in your assigned area</li> <li>Wear appropriate clothing and footwear</li> </ul>	<ul style="list-style-type: none"> <li>Be kind</li> <li>Take turns</li> <li>Use good manners</li> <li>Listen with attention</li> <li>Use appropriate voice level</li> <li>Remove hats and hoods indoors</li> </ul>	<ul style="list-style-type: none"> <li>Be honest and fair</li> <li>Accept consequences</li> <li>Follow directions quickly</li> <li>Leave gum and candy at home</li> <li>Keep cell phones, smart watches, earpods, and electronics turned off and in backpack all day</li> </ul>
<b>Classroom</b>	<ul style="list-style-type: none"> <li>Use materials appropriately</li> </ul>	<ul style="list-style-type: none"> <li>Take care of school property</li> </ul>	<ul style="list-style-type: none"> <li>Be on time</li> <li>Stay on task</li> <li>Keep your area tidy</li> </ul>
<b>Playground</b>	<ul style="list-style-type: none"> <li>Listen to adults</li> <li>Follow game rules</li> <li>Use equipment properly</li> </ul>	<ul style="list-style-type: none"> <li>Include everyone</li> <li>Show sportsmanship</li> </ul>	<ul style="list-style-type: none"> <li>Put away equipment</li> <li>Put trash in the trash can</li> <li>Line up quickly</li> </ul>
<b>Lunch</b>	<ul style="list-style-type: none"> <li>Face forward</li> <li>Walk to and from your lunch spot</li> </ul>	<ul style="list-style-type: none"> <li>Keep your food to yourself</li> <li>Ask permission appropriately</li> </ul>	<ul style="list-style-type: none"> <li>Eat what you take</li> <li>Keep your area clean</li> </ul>
<b>Assemblies</b>	<ul style="list-style-type: none"> <li>Face forward</li> </ul>	<ul style="list-style-type: none"> <li>Clap when appropriate</li> </ul>	<ul style="list-style-type: none"> <li>Ask questions only when prompted to do so</li> </ul>
<b>Hallways</b>	<ul style="list-style-type: none"> <li>Face forward</li> <li>Walk at all times</li> <li>Stay in line with your group</li> </ul>	<ul style="list-style-type: none"> <li>Walk quietly</li> </ul>	<ul style="list-style-type: none"> <li>Wait patiently</li> </ul>
<b>Bathroom</b>	<ul style="list-style-type: none"> <li>Wash and dry your hands</li> <li>Report problems to an adult immediately</li> <li>Use the bathroom only for its intended use</li> </ul>	<ul style="list-style-type: none"> <li>Respect privacy</li> </ul>	<ul style="list-style-type: none"> <li>Flush the toilet</li> <li>Use paper appropriately</li> <li>Conserve water; keep soap and water in the sink</li> <li>Return quickly to class</li> </ul>
<b>Bus &amp; Bus Stop</b>	<ul style="list-style-type: none"> <li>Wait on the sidewalk and out of the street</li> <li>Stay still while the bus is pulling up, and board after the door is fully open</li> <li>Keep seatbelt buckled at all times</li> </ul>	<ul style="list-style-type: none"> <li>Respect private property at bus stops</li> <li>Select a seat quickly and quietly.</li> </ul>	<ul style="list-style-type: none"> <li>Hold your belongings</li> <li>When safe, exit promptly</li> </ul>
<b>Arrival &amp; Dismissal (RIDGEWOOD)</b>	<ul style="list-style-type: none"> <li>Follow parking lot safety rules</li> <li>Walk your wheels on school grounds</li> <li>At dismissal, check with the teacher before leaving the class group.</li> </ul>	<ul style="list-style-type: none"> <li>Leave the classroom and school grounds promptly at the end of the school day</li> </ul>	<ul style="list-style-type: none"> <li>Arrive no earlier than 7:45 and go directly to the breakfast area</li> <li>Arrive at 8:00 and go directly to classroom</li> </ul>
<b>Arrival &amp; Dismissal (CUTTEN)</b>	<ul style="list-style-type: none"> <li>Follow parking lot safety rules</li> <li>Walk your wheels on school grounds</li> <li>Exit the back of the school only</li> <li>Wait for your ride at the back fence bench or at the end of the first wing</li> </ul>	<ul style="list-style-type: none"> <li>Leave the classroom and school grounds promptly at the end of the school day</li> </ul>	<ul style="list-style-type: none"> <li>Arrive no earlier than 8:00 and wait on the playground or go directly to the Multipurpose Room for breakfast</li> </ul>

## D. Behavior Tracking Form

### Cutten - Ridgewood Schools Behavior Tracking Form

Referral Type:  Administrator managed (Major)  Parent Contact - Date: \_\_\_\_\_  
 Staff managed (Minor)  Left Message  Text  Email

Student (Full Name): \_\_\_\_\_ Teacher \_\_\_\_\_ Grade \_\_\_\_\_  
 IEP/504  
 Reported by staff: \_\_\_\_\_ Incident Date \_\_\_\_\_ Time \_\_\_\_\_

#### Location

Classroom  Hallway  Bathroom  Playground  MPR/Cafeteria  Music  Library  Bus  
 Field Trip/Special Event  Learning Lab/Lane  Assembly  Parking Lot  ASP  Office  Gate

#### Behaviors (please select all that apply):

Uncooperative  Fighting ( verbal **AND/OR**  physical)  
 Disrespect  Inappropriate Location  
 Disruption  Forgery/Theft/Plagiarism  
 Physical Aggression  Technology Violation  
 Abusive/Inappropriate Language  Inappropriate Display of Affection/Touching  
 Property Damage/Vandalism  Harassment (specify type) **OR**  Bullying  
 Lying/Cheating  Gender  Ethnicity  Sexual  Religion  
 Threatening Behavior **OR**  Possession of Weapon  Physical  Disability  Race  
 Other: \_\_\_\_\_

#### Possible Motivation:

Obtain Peer Attention  Obtain Adult Attention  
 Avoid Peer Attention  Avoid Adult Attention  
 Obtain Items/Activities  
 Avoid Tasks/Activities  Unsure

#### Others Involved:

Staff/ Substitute: \_\_\_\_\_  
 Peers: \_\_\_\_\_  
 \_\_\_\_\_

#### Action taken:

Loss of privileges: \_\_\_\_\_  Peer intervention  Parent contact  
 Community service: \_\_\_\_\_  Time in office  Conference w/student  
 Reteach expectations: \_\_\_\_\_  Restitution  
 Restorative practice: \_\_\_\_\_  Apology  ASP suspension: \_\_\_\_\_  
 Alternative placement: \_\_\_\_\_  Action pending:  
 Suspension: \_\_\_\_\_ days Return Date: \_\_\_\_\_  Bus Suspension: \_\_\_\_\_ days Return date \_\_\_\_\_  
 Other: \_\_\_\_\_

#### Incident Summary/Notes:

## **E. Medical Emergency Protocol**

### A. Staff procedures for serious student injuries or illness:

Call 911.

1. Call office personnel to report a medical emergency:

▶ call ext. 100 secretary, ext.121(Cutten) 122 (Ridgewood) principal to report a medical emergency. IF YOU CANNOT MAKE CONTACT WITH THE EXTENSIONS SEND A RUNNER TO THE OFFICE.

2. Clear the area (or room if necessary) of all students and clear the space around the student. If back or neck injury is suspected, do not move student. Keep student on their back if conscious. Place the student in a side-lying position if unconscious. Cover the student with a jacket and raise their legs in their backpack.

Response team will:

1. Call 911 if it hasn't been done and is deemed necessary. (Notify the secretary and principal if it hasn't been done.)
2. Ask for assistance as soon as possible. A recorder, a runner, and/or an assistant to help provide medical care may be needed. Students will not be assigned any of these roles unless school personnel or other adults are not available.
3. Stay with the student and administer emergency care. Follow the Emergency Procedures for injury or illness.
4. Contact parents/guardians or have the secretary contact parents/guardians and give a brief description of the emergency. Tell parents 911 has been called.
5. Give a report to arriving emergency personnel, and relinquish command to the higher trained medical responder that is first on the scene.
6. Document the following: the time the incident started, physical assessment, student's medical history, current medications, events preceding the medical emergency, the time 911 was called, the time of parent contact, the time and to whom you gave over command, and the time an ambulance arrived and left school.

### B. School Secretary or chain of command responsibilities:

1. If needed call 911.
2. Send available support to help supervise class if needed.
3. Notify principal.
4. Verify that student's backpack/belongings were brought to the office.
5. Have a staff member stand outside and direct first responders to the scene.
6. The secretary or other school personnel will search the student's backpack, if deemed appropriate.
7. Check student's medical record in office for special conditions.
8. Have a copy of the student information card in office ready for ambulance personnel.

C. Directions for making 911 call:

1. Identify yourself and say: We have a medical emergency at:

Cutten School at 4182 Walnut Drive in Cutten (Eureka)

or

Ridgewood School 2060 Ridgewood Drive in Cutten (Eureka)

2. Be specific about which entry to come to and the location of the student.
3. Briefly identify the nature of the emergency such as drug reaction or overdose, rapid or slow heart rate, neck injury, asthma attack, anaphylactic reaction, etc.
4. Let the operator know if CPR is in progress or any other procedures like oxygen, neck restraints, etc.
5. Identify which emergency personnel are on the scene.
6. Ask for estimated time of arrival (ETA).

D. Equipment available on campus

1. First Aid Kit
2. Command Post Kit
3. Trauma Kit
4. Basic First Aid Supplies
5. Epinephrine Pens
6. AED

E. Emergency First Aid Guidelines for California Schools

The purpose of these guidelines is to assist school staff to respond to medical emergencies until emergency medical professionals arrive on scene.

Staff members trained in CPR and Standard First Aid: School Secretary will keep a current list (updated yearly) of all staff members who are certified in CPR and First Aid.

Students with special medical conditions

A list of students with asthma, seizures, diabetes, and other medical conditions who may need staff assistance in the event of an emergency maintained.

The school secretary will keep a list of students with medical conditions. School nurse also maintains medical information for each student which is accessible in the office.

Trained staff members on Epipen: one teacher from each grade level is trained.

Trained staff members on seizure response: all certificated staff members are trained.

## **F. Threat Assessment**

In the event staff suspect a student poses a threat to others a Threat Assessment and Response Protocol must be complete (available in both school offices). Parent/guardian and law enforcement may be contacted based on the findings of the assessment.

## V. SAFETY POLICIES

### A. Child Abuse Prevention and Reporting

#### Students

BP

#### 5141.4

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

#### Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

#### Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

## **Child Abuse Prevention and Reporting**

### **Students**

**AG**

#### **5141.4**

#### Definitions

Child abuse or neglect includes the following (Penal Code 11165.5, 11165.6):

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

#### Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)
6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

### Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

### Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

### Reporting Procedures



### 1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Humboldt County Department of Health and Human Services

707-445-6180

When the initial telephone report is made, the mandated reporter may want to note the name of the official contacted, the date and time contacted, and any instructions or advice received.

### 2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the district office or other appropriate agencies, such as the county probation or welfare department or the police or sheriff's department.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case,

including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

### 3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

### Training

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

### Victim Interviews by Social Services

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements (Penal Code 11174.3):

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

#### Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

#### Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

#### Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166,

and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

**B. Notification to Teachers of Dangerous Pupils**

Pursuant to Ed. Code 49079

The district shall provide information to the teacher based upon any records that the district maintains or receives from a law enforcement agency, regarding pupil(s) having engaged in, or is reasonably suspected to have engaged in, the provisions of Section 48900, "Conditions for Suspension, Expulsion," except for subdivision (h), (see Administrative Guide for Conditions for Suspension, Expulsion). For the 1996 – 1997 school year and each school year thereafter, the information provided shall be from the previous three school years.

Teachers shall consider such information confidential in the strictest professional sense, and shall not discuss it, or take overt action to reveal it to any person.

An employee of the district who knowingly fails to have provided information about a pupil is guilty of a misdemeanor.

No district officer or employee shall be civilly or criminally liable for providing information under this section unless it is proven that the officer or employee knew that the information was false.

49079. (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor,

which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

## **C. Safe Ingress/Egress Procedures**

### **Cutten School**

#### Student Supervision

Parents are required to drop off and pick up students behind the school playing fields. (Traffic proceeds down Primrose Street to the back of the school and then past Foxwood Estates on Arbutus). All students are released out the back of the school at the end of the day. This circumvents the congestion on Walnut Drive. The district employs crossing guards to safely cross students at the Primrose Street crosswalk before and after school. The buses load and unload within the school grounds. Multiple teachers serve bus duty each day and monitor student safety at the back of the school. There is adequate off-street parking for staff. The traffic plan is reinforced intermittently throughout the school year in the family newsletters which go to every student.

#### On-Campus Visitors

This is addressed in Board Policy 1250, and reinforced throughout the school year in the family newsletters.

### **Ridgewood School**

#### Student Supervision

Students are not allowed on campus each school day until supervision is available. Staff regularly supervises the parking lot at arrival time. Traffic cones and signs are placed in the parking lot to inform drivers of student drop-off and drive-through zones. Staff supervises the parking lot at dismissal time. Students who are taking the bus are escorted by staff to the bus door. Students who are being picked up are supervised on the school grounds, and are not permitted through the exit gate until they are picked up. Parking lot procedures for student drop-off and pick-up are communicated to parents annually and with follow-up reminders in the school newsletter. Emergency evacuation procedures are incorporated into the Site Disaster Plan. Each year, the Safe Routes to School Survey is completed by families. Staff reviewed data about student mobility to and from school including how students travel to school and areas of concern that inhibit or restrict mobility.

#### On-Campus Visitors

This is addressed in Board Policy 1250, and reinforced throughout the school year in the family newsletters.

## **D. Community Relations**

### **Visitors**

**BP**

#### **1250**

The Governing Board believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during non-instructional time.

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

#### Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

Approved: September 14, 2015

### **Community Relations**

**VISITORS**  
**1250**

AG

The Superintendent or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Unless otherwise directed by the principal or designee, a staff member shall accompany visitors while they are on school grounds.

Registration Procedure

In order to register, a visitor shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. His/her purpose for entering school grounds
2. Proof of identity, upon request of the principal or designee
3. Other information consistent with the provisions of law

Principal's Registration Authority

The principal or designee may refuse to register any visitor if he/she reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee or school security officer may revoke any outsider's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff. (Penal Code 627.4)

When a visitor fails to register, or when the principal or designee denies or revokes a visitor's registration privileges, the principal or designee may request that the individual promptly leave school grounds. When a visitor is directed to leave, the principal or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

Appeal Procedure

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or principal by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing

before the Superintendent or principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

Approved: September 14, 2015

## **E. Nondiscrimination/Harassment**

### **Students**

**BP**

#### **5145.3**

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, includes physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also shall include the creation of a hostile environment when the prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who files or otherwise participates in the filing or investigation of a complaint or report regarding an incident of discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the



requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

### **Nondiscrimination/Harassment**

#### **Students**

**AG**

#### **5145.3**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Superintendent  
4182 Walnut Drive  
Eureka, CA 95503  
707-441-3900

#### Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, employees, volunteers, and the general public and post them on the district's web site and other locations that are easily accessible to students. (Education Code 234.1)
2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)
3. Annually notify all students and parents/guardians of the district's nondiscrimination policy. The notice shall inform students and parents/guardians of the possibility that students will participate in a sex-segregated school program or activity together with another student of the opposite biological sex, and that they may inform the compliance officer if they feel such participation would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the compliance officer shall meet with the student and/or parent/guardian who raises the objection to determine how best to accommodate that student. The notice shall inform students and parents/guardians that the district will not typically notify them of individual instances of transgender students participating in a program or activity.
4. The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.
6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
7. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior

### Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti
2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community
5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

### Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When any report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is submitted to or received by the principal or compliance officer, he/she shall inform the student or parent/guardian of the right to file a formal complaint pursuant to the provisions in AG 1312.3 - Uniform Complaint Procedures. Any report of unlawful discrimination involving the principal, compliance officer, or any other person to whom the complaint would ordinarily be reported or filed shall instead be submitted to the Superintendent or designee. Even if the student chooses not to file a formal complaint, the principal or compliance officer shall implement immediate measures necessary to stop the discrimination and to ensure all students have access to the educational program and a safe school environment.

Upon receiving a complaint of discrimination, the compliance officer shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AG 1312.3.

### Transgender and Gender-Nonconforming Students

Gender identity means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information

6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AG 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students. Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is their private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses their transgender or gender-nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this procedure, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to their status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the physical, emotional, and other significant risks to the student, the compliance officer may consider discussing with the student any need to disclose the student's transgender or gender-nonconformity status to their parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the compliance officer shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to their parents/guardians.

3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, their parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to their status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting their educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with their gender identity. If available and requested by any student, regardless of the underlying reason, the district shall offer options to address privacy concerns in sex-segregated facilities, such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because they are transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with their gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with their gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.
5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, their parents/guardians, the district shall use the student's preferred name and pronouns consistent with their gender identity on all other district-related documents.
6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with their gender identity, without the necessity of a court order or a change to their official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with their gender identity, subject to any dress code adopted on a school site.

Approved: March 14, 2016

## **F. Sexual Harassment**

### **Students**

**BP**

#### **5145.7**

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits sexual harassment of students at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The district strongly encourages any student who feels that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult to immediately contact the student's teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer.

Complaints regarding sexual harassment shall be investigated and resolved in accordance with law and district procedures specified in AG 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AG 1312.3 and where to obtain a copy of the procedures.

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

#### Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even where the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
6. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable

### Disciplinary Actions

Any student who engages in sexual harassment or sexual violence at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Any staff member found to have engaged in sexual harassment or sexual violence toward any student shall be subject to discipline up to and including dismissal in accordance with applicable policies, laws, and/or collective bargaining agreements.

### Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

## **Sexual Harassment**

### **Students**

**AG**

#### **5145.7**

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AG 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Superintendent  
4182 Walnut Drive  
Eureka, CA 95503  
707-441-3900



Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or proposition
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

#### Reporting Process and Complaint Investigation and Resolution

Any student who believes that they has been subjected to sexual harassment or who has witnessed sexual harassment is strongly encouraged to report the incident to the student's teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AG 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted the Superintendent or designee.

When a report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures.

If a complaint of sexual harassment is initially submitted to the principal, they shall, within two school days, forward the report to the compliance officer to initiate investigation of the complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AG 1312.3.

#### Confidentiality

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

#### Response Pending Investigation

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. Such measures

may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

### Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, including school web sites (Education Code 231.5)
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
5. Be included in the student handbook
6. Be provided to employees and employee organizations

Approved: March 14, 2016

## **G. Suspension and Expulsion / Due Process**

### **Students**

**BP**

#### **5144.1**

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

#### Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-6" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

#### On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee may establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

### Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-6" and "Additional Grounds for Suspension and Expulsion: Grades 4-6," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

### Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The

Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

#### Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

### **Suspension and Expulsion / Due Process**

#### **Students**

**AG**

#### **5144.1**

#### Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Governing Board for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

#### Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-6

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))

12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))

14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))

15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))

16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-6," that has any of the effects described above on a reasonable student.

Electronic act means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page



or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

#### Additional Grounds for Suspension and Expulsion: Grades 4-6

Any student in grades 4-6 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

A student in grades 4-6 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or

damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

### Suspension from Class by a Teacher

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-6" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

A student suspended from class shall not be placed in another regular class during the period of suspension. However, a student assigned to more than one class per day may continue to attend other regular classes except those held at the same time as the class from which he/she was suspended. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

### Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated

employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-6" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

#### Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

#### Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the available evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. Parent/Guardian Conference: Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)

- a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.

- b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

### On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification may be made in writing. (Education Code 48911.1)

### Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other

than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician

4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

#### Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

#### Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

#### Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

#### Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a non-attorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

#### Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

#### Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))



If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-6" and "Additional Grounds for Suspension and Expulsion: Grades 4-6" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
  - a. Any complaining witness shall be given five days' notice before being called to testify.
  - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
  - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
  - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
  - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
  - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
  - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
    - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
    - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
    - (3) The person conducting the hearing may:
      - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
      - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is

normally in school, if there is no good cause to take the testimony during other hours  
(c) Permit one of the support persons to accompany the complaining witness to the witness stand

6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

#### Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d) )

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and

permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

#### Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

#### Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-6" (Education Code 48900.8)

2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

#### Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program.

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-6" or "Additional Grounds for Suspension and Expulsion: Grades 4-6" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)

5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/us with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

#### Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

#### Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any

student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

#### Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-6" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-6" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

#### Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student

in another program that serves expelled students, including placement in a county community school.

6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

#### Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Approved: March 14, 2016

### **H. Suspension and Expulsion / Due Process (Students with Disabilities)**

#### **Students**

**AG**

#### **5144.2**

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act (IDEA) is subject to the same grounds for suspension and expulsion which apply to students without disabilities.

#### Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been officially identified as a student with disabilities pursuant to IDEA and who has engaged in behavior that violated the district's code of student conduct may assert any of the protections under IDEA only if the district had knowledge that the student is disabled before the behavior that precipitated the disciplinary action occurred.



The district shall be deemed to have knowledge that the student has a disability if one of the following conditions exists:

1. The parent/guardian has expressed concern to district supervisory or administrative personnel in writing, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.300-300.311.
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or to other supervisory district personnel about a pattern of behavior demonstrated by the student.

The district would be deemed to not have knowledge that a student is disabled if the parent/guardian has not allowed the student to be evaluated for special education services or has refused services. In addition, the district would be deemed to not have knowledge if the district conducted an evaluation pursuant to 34 CFR 300.300-300.311 and determined that the student was not an individual with a disability. When the district is deemed to not have knowledge of the disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior.

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities.

### Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under any of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.

2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:

- a. The series of removals total more than 10 school days in a school year.
- b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
- c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

#### Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930.
2. Knowingly possesses or uses illegal drugs.
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V.
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365.

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

### Manifestation Determination

The following procedural safeguards shall apply when a student is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. Notice: On the date the decision to take disciplinary action is made, the parents/guardians of the student shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)
2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability.
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies.

If the manifestation review team determines that a condition in either #a or #b above was met, the conduct shall then be determined to be a manifestation of the student's disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. Determination that Behavior is a Manifestation of the Student's Disability: When the conduct has been determined to be a manifestation of the student's disability, the IEP team shall conduct a functional behavioral assessment, unless a functional behavioral assessment had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall

implement a behavioral intervention plan for the student. If a behavior intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and district agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

4. Determination that Behavior is Not a Manifestation of the Student's Disability: When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

### Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

### Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. Upon readmission, an IEP team meeting shall be convened.

### Decision Not to Enforce Expulsion Order

The Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

#### Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

#### Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

#### Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.
3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)

Approved: March 14, 2016

## **I. Dress Code Policy**

**Students**  
**5132**

**BP**

### **DRESS AND GROOMING**

The Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction that would interfere with the educational process.

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

#### Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

Approved: June 13, 2016

### **Dress Code Policy**

**Students**  
**5132**

**AG**

## DRESS AND GROOMING

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Board policy and administrative regulations. These school dress codes shall be regularly reviewed.

Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

In addition, the following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times. Open-toed or backless shoes are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane, violent or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors, except under special circumstances.
4. Clothes shall be sufficient to conceal undergarments at all times and shall fit appropriately. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited.

The principal, teachers, and coaches at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other school activities. The principal has the final say about the appropriateness of attire.

### Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed and updated whenever related information is received.

Approved: June 13, 2016

## VI. EMERGENCY RESPONSE PROCEDURES

### A. Purpose and Scope

The Cutten Elementary School District Comprehensive School Safety Plan (CSSP) provides guidance and direction to administration, faculty and staff who have Emergency Management Responsibilities (EMR). The Emergency Response Plan along with the CSSP shall be used during an emergency incident involving at Cutten Elementary School.

### Key Emergency Contact

After contacting 911, it is imperative during an emergency to contact the Superintendent as quickly as possible. S/he will respond immediately to the emergency and alert the appropriate members of the District School Safety Team.

### Public Agency Use of School Buildings for Emergency Shelters

Through a coordinated effort with local emergency service providers, the district will provide temporary shelter through the use of all school facilities during a community disaster or emergency. District staff will work in a coordinated effort with emergency response providers to promote a safe shelter for community members in need. (California Education Code 32282)

### B. Safe School Leadership Team (SSLT)

The Safe School Leadership Team (SSLT) will take charge of the emergency, respond effectively, protect the occupants of the facility and reduce the risk of physical injury, property damage and business interruption.

**Standardized Emergency Management System (SEMS)** is the system required by Government Code 8607(a) for managing response to multi-agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels, which are activated as necessary:

- Field Response
- Local Government
- Operational Area
- Regional
- State

The SSLT carries out the Field Response level of crisis and emergency management. The District School Safety Team functions as the Local Government level in this system. By organizing our crisis response plans according to SEMS/NIMS, both school sites and the district are positioned to integrate services when an incident occurs on an area, regional or state level.

By standardizing key elements of the emergency management system, SEMS/NIMS is intended to:

- Facilitate the flow of information within and between levels of the system.
- Facilitate coordination among all responding agencies.



Use of SEMS/NIMS will improve the mobilization, deployment, utilization, tracking, and demobilization of needed mutual aid resources. Use of SEMS/NIMS will reduce the incident of poor coordination and communications, and reduce resource ordering duplication on multi-agency and multi-jurisdiction responses. SEMS/NIMS is designed to be flexible and adaptable to varied disasters that occur in California, and to the needs of all emergency responders.

**Essential Management Functions:** SEMS/NIMS has five essential functions adapted from Incident Command System (ICS). The Field Response uses three primary ICS functions: Incident Command, Logistics, and Operations.

Under the SEMS/NIMS, tasks are delegated to members of the SSLT to handle critical incidents successfully. The SSLT member is then responsible for the task assigned and serves as the manager of the task. This type of delegation allows each manager to focus on just one or two aspects of the incident. These managers then provide information to the incident commander (principal) and assist them in making informed decisions. Using this organizational system during a critical incident creates clear communication channels that will reduce the amount of confusion and chaos. Permanently assigning specific areas of responsibility to members of the SSLT provides each member with the opportunity to specialize in the management of his/her area.

The SEMS/NIMS can also address the uncertainty of exactly who will be in the building during an emergency. When assigning the management of critical roles in the SEMS/NIMS, assign an alternate for each role to assure coverage at all times. This may require some individuals to be responsible for more than one task if the primary manager were out of the building. While the SEMS/NIMS identifies roles for the members of the SSLT, all school faculty members should know their specific functions during an emergency. Teachers with students in class will have specific functions, as will teachers not assigned a class when an emergency occurs. It is imperative to emergency operations that SEMS/NIMS roles and responsibilities are assigned and understood by the SSLT members. The Roles & Responsibilities outlined in this document, will also assist the Incident Commander System if one or more team members/alternates are not available. Local emergency responders use the SEMS/NIMS to manage emergency events. Because of this, a school with assigned roles for administrators and teachers will be able to work more efficiently with local agencies.

### **Safe School Leadership Team**

Depending on staff available, team members may serve multiple roles. For example, the Principal may serve as both Incident Commander and Operations Officer, etc.

In the event of an emergency situation, the SSLT should immediately begin assigned duties. For additional information staff should report to the school office or temporary command center where they will be assigned duties to oversee and provide directions during the emergency situation. The principal and/or designee in charge are to facilitate the following: (1) secure the area, (2) check for damage, (3) assess injury situations, and (4) report findings to Incident Command.

### C. Personnel Duties and Responsibilities

In the event of a major disaster, there is no guarantee that emergency medical or fire personnel will be able to immediately respond to school sites. Therefore, the school staff must be prepared to ensure the care and safety of students during the first several hours after a major disaster without outside assistance. It is critical to determine *who* does *what*, *where*, and *how*—before such a disaster occurs.

**State of California Government Code, Chapter 8, Division IV, Title I**

The State of California Government Code states that all public employees become emergency service workers in the event of a declared emergency. This means that all school district employees will be required to work in this capacity in case a disaster occurs and a state of emergency is declared.

## D. Ridgewood School

### 1. Safe School Leadership Team

<b>Incident Command</b>	Annette Sligh	Principal
	Joe Kencke	Alternate #1
	Amy Chastain	Alternate #2
<b>Planning</b>	Sage Garrett	School Secretary
	Carrie Carlson	Alternate
<b>Operations</b>	Annette Sligh	Principal
	Mike Richards	Alternate #1
	Dani Hinrichs	Alternate #2
<b>Logistics</b>	Jay Seeger	Head of Maintenance
	Martin Tunzi	Alternate
<b>Finance</b>	Vanessa Carillo-Salas	Business Manager

### 2. Student Wellness Team

When a school identifies an individual or group that may pose potential harm to themselves or others, the school will convene their **Threat Assessment Management Team. (TAMT)**. The task of the TAMT is to assess the level of threat posed, determine what level of response the school site will initiate, what district resources may be required and what response may be needed. This team should work with outside agencies when making referrals under Welfare and Institutions Code 5150. The team will oversee and document the school site's response to threats, 5150 referrals and plan for monitoring or services that may need to occur after the crisis has passed. When engaged in the 5150 referral process, this team becomes a Student Wellness Team. The team may expand at that point to include other staff, parents or whoever else may be required to monitor the student's well-being when and if returned to school.

Primary		Alternate	
Annette Sligh	Principal	Carrie Carlson	Resource Teacher
Ashly Luciani	School Social Worker	Anne Girard	Cutten School Social Worker
Ryan Flowers	School Resource Officer, Eureka Police Department		

<b>Evacuation and Supervision</b>	
<b>Supervising Teacher: (blue vest)</b>	<b>Overseeing:</b>
Amy Chastain	Kencke and Chastain
Nadine Seghetti	Seghetti and Seymour
Katrin Lemmon	Felmlee and Lemmon
Tom Veeh	Veeh and Richards
Chara Troyer	Troyer and Gabbert
Suzanne Rice	Rice and Hinrichs
Bethany Ibbitson	Ibbitson and Escutia

### 3. Emergency Response Team

<b>Command Post</b> Blacktop (white vest)	<b>Medical Center</b> Adjacent to Bus Garage (red vest)	<b>Damage Assessment / Search and Rescue</b> (orange vest)	
Annette Sligh	Melissa Seymour	Mike Richards	Jay Seeger
Ashly Luciani	Liz Escutia	Stacey Gabbert	Teresa Lee
Sage Garrett	Joe Kencke	Dani Hinrichs	Martin Tunzi
Carrie Carlson	Marissa Francis	Jamie Felmlee	

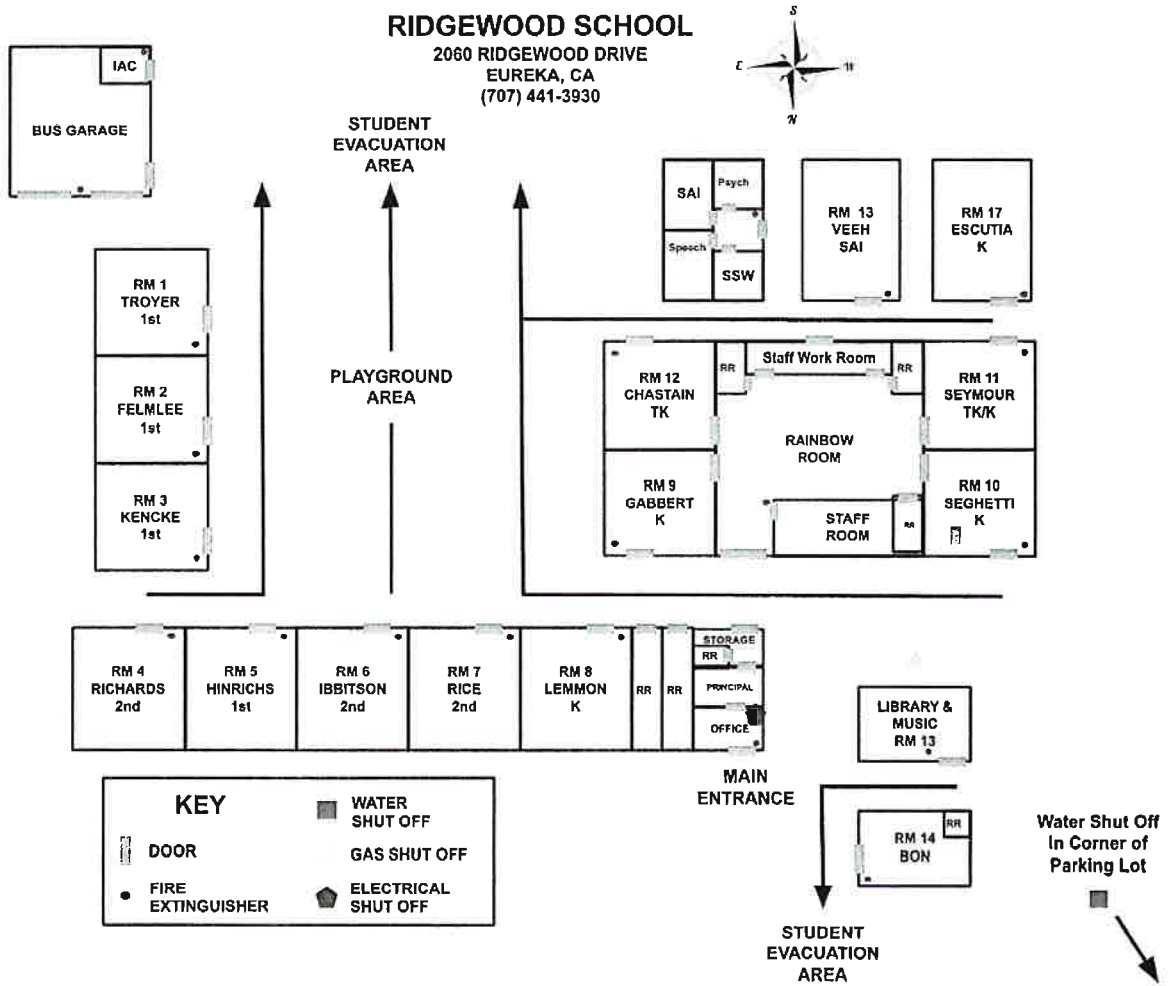
### 4. Evacuation Plan

Stage One Evacuation: ON SITE: All students and staff are evacuated from buildings per route or alternative route and stationed on the playground in designated areas (see map, page 83).

Stage Two Relocation: OFF CAMPUS: At the direction of the District Incident Commander, all students and staff are relocated to a determined location off campus at time of event. Coordinate with district transportation department, Humboldt County Sheriff, and Humboldt Bay Fire (gas leak, fallen aircraft...)

- Evacuation Plan Checklist:
  - Detailed campus diagrams that show:
    - Evacuation routes
    - Designated areas for each teacher and class
    - Areas of supervision
    - Transportation points (for both buses and autos)
    - Student Release area
    - Press / information area
  - Teams
    - Command Post
    - Medical Center
    - Damage Assessment/Search and Rescue
    - Student Evacuation and Supervision

# 5. Ridgewood School Map



## 6. Utility Shut Off Locations

- **Wrench located**
  - Inside the office storage room door to the right
- **Electrical shut offs**
  - **Rooms 4 - 8 (Main Wing) and Rooms 9 - 12 (Rainbow Room):**
    - Principal's office
    - Left-hand closet door
    - Left-hand panel
    - Lever labeled Main breaker 600 A
  - **Room 13:**
    - Principal's office
    - Right-hand closet door
    - Putty colored box
    - Upper left in closet
  - **Rooms 1 - 3, 14 - 17, and Bus Garage:**
    - Freestanding unit south of room 17
    - Left-hand lock
    - Two-inch wide lever
- **Water shutoff**
  - Staff parking lot at the street
  - Lock closest to the school is our lock
  - Two levers - either will shut off water
- **Gas shutoff**
  - Located in the hedge behind Room 13
  - Far left vertical pipe, back of the pipe
  - Half turn with wrench

## 7. Emergency/Crisis Disaster Log

Date of Incident: \_\_\_\_\_

### FACILITY:

#### Electricity:

Rooms 4 - 8 (Main Wing) and Rooms 9 - 12 (Commons)

Rooms 1 - 3, 14 - 17, and Bus Garage

Room 13

#### Gas:

Behind SDC Room, in Hedge

#### Water:

Staff Parking Lot

#### Mark box when checked:

### BUILDINGS CLEAR:

Rooms 1 - 8

Rooms 9 - 12

Support Services, Library, Room 17

SDC and ASP

yes

no

yes

no

### STUDENTS:

Injuries:

yes

no

*If yes, location(s):*

### STAFF:

All classes accounted for:

yes

no

All staff accounted for:

yes

no

**NOTE - DOORS NOT LOCKED:**



## 8. Staff Order of Release for Ridgewood

2024-2025

- |   |  |
|---|--|
| <ol style="list-style-type: none"><li>1. Mariah LaFlamme</li><li>2. Linda Copeland</li><li>3. Michelle Urban</li><li>4. Kacie Blacketer</li><li>5. Catherine Hartridge</li><li>6. Alissa Morey</li><li>7. Taryn O’Kane</li><li>8. Melissa Morris</li><li>9. Leina Blaisdell</li><li>10. Tracy Thayer</li><li>11. Aubrie Morgan</li><li>12. Lorna Kidd</li><li>13. Shara Moser</li><li>14. Janie Packer</li><li>15. Zeen Vincent</li><li>16. Camille Cardona</li><li>17. Lilly Emerson</li><li>18. Ashlee Holgerson</li><li>19. Ella Wagner</li><li>20. Viridiana Macis</li><li>21. Katrin Lemmon</li><li>22. Jamie Felmlee</li><li>23. Tom Veeh</li><li>24. Amy Chastain</li><li>25. Melissa Seymour</li><li>26. Stacey Gabbert</li></ol> | <ol style="list-style-type: none"><li>27. Joe Kencke</li><li>28. Dani Hinrichs</li><li>29. Carrie Carlson</li><li>30. Mike Richards</li><li>31. Liz Escutia</li><li>32. Katri Pitts</li><li>33. Nadine Seghetti</li><li>34. Bethany Ibbitson</li><li>35. Mindi Bon</li><li>36. Chara Troyer</li><li>37. Suzanne Rice</li><li>38. Marissa Francis</li><li>39. Ashly Luciani</li><li>40. Tonja Speed</li><li>41. Teresa Lee</li><li>42. Martin Tunzi</li><li>43. Jay Seeger</li><li>44. Sage Garrett</li><li>45. Annette Sligh</li></ol> |
|---|--|

## E. Cutten School

### 1. Safe School Leadership Team

<b>Incident Command</b>	Becky MacQuarrie	Superintendent
	Darcie Rutter	Alternate #1
	Brandee Mitchell	Alternate #2
<b>Planning</b>	Alisha Bucher	School Secretary
	Anne Girard	Alternate:
<b>Operations</b>	Becky MacQuarrie	Superintendent
	Darcie Rutter	Alternate #1
	Brandee Mitchell	Alternate #2
<b>Logistics</b>	Jay Seeger	Head of Maintenance
	Darold Ringler	Alternate
<b>Finance</b>	Vanesa Carillo-Salas	Business Manager

## 2. Student Wellness Team

When a school identifies an individual or group that may pose potential harm to themselves or others, the school will convene their **Threat Assessment Management Team (TAMT)**. The task of the TAMT is to assess the level of threat posed, determine what level of response the school site will initiate, what district resources may be required and what response may be needed. This team should work with outside agencies when making referrals under Welfare and Institutions Code 5150. The team will oversee and document the school site's response to threats, 5150 referrals and plan for monitoring or services that may need to occur after the crisis has passed. When engaged in the 5150 referral process, this team becomes a Student Wellness Team. The team may expand at that point to include other staff, parents or whoever else may be required to monitor the student's well-being when and if returned to school.

Primary		Alternate	
Becky MacQuarrie	Superintendent	Darcie Rutter	Principal
Tonja Speed	School Psychologist		
Anne Girard	School Social Worker	Ashly Luciani	Ridgewood School Social Worker
Ryan Flowers	School Resource Officer, Eureka Police Department		

Evacuation and Supervision ( <i>blue vests</i> )	
<b>Supervising Teacher:</b>	<b>Overseeing:</b>
Tina Standish	Lindsay Watkins
MaryBeth Stokes	Brandee Mitchell
Shandi Ashmore	Jen Code
Kaycee Cook	Andrea Yip
Harriet Watson	Tracy Benbow
Emily Cudahy	Jaime Hague

### 3. Emergency Response Team

Command Post Blacktop (white vests)	Medical Center Adjacent to Bus Garage (orange vests)	Damage Assessment / Search and Rescue (red vests)	
Darcie Rutter	Jaime Hague	Jay Seeger	Travis O'Brien
Anne Girard	Lindsey Watkins	Jen Cole	Jay Seeger
Alisha Bucher	Jesse Shoghi	Alanzo Areniz	Tracy Benbow
Brandee Mitchell	Andrea Yip	Darold Ringler	Janel Catalano

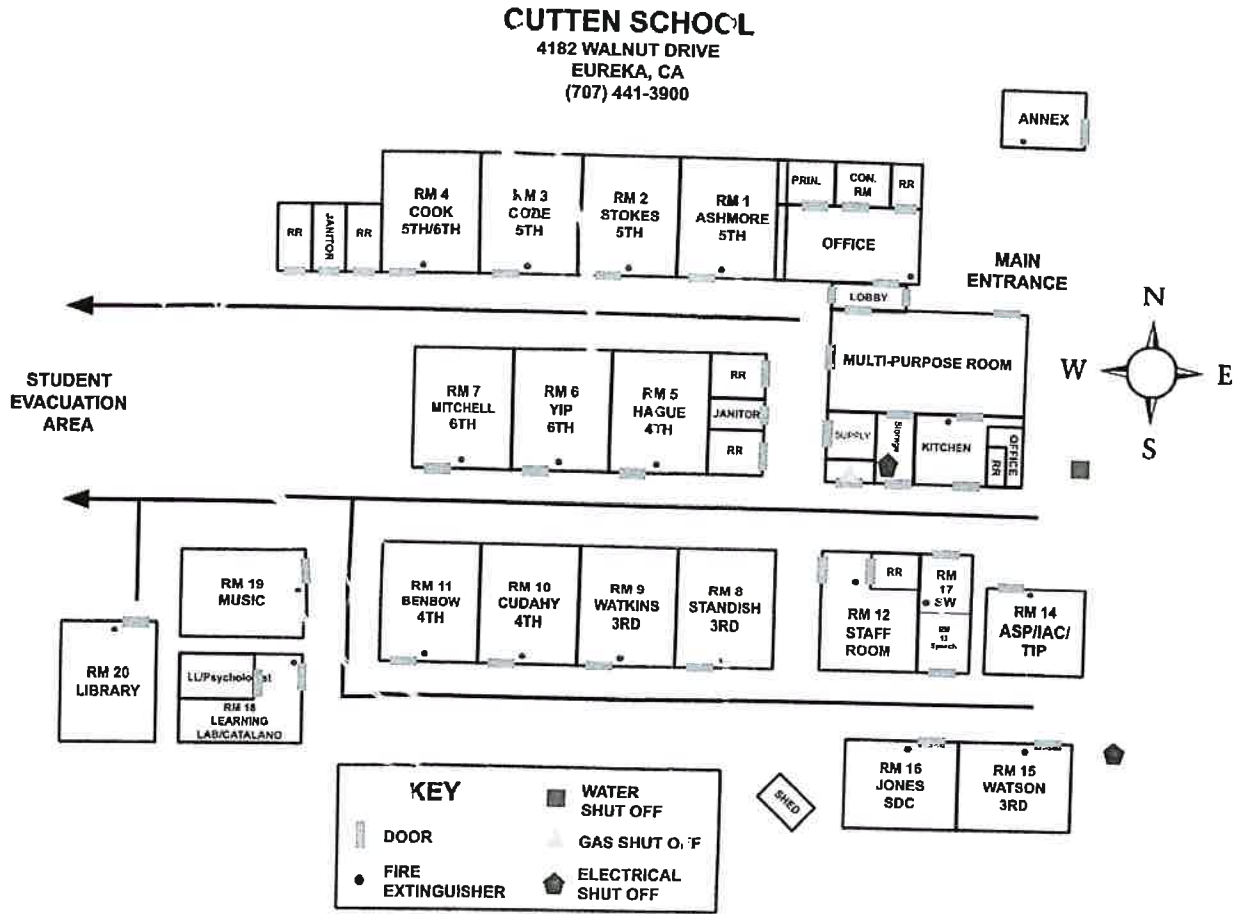
### 4. Evacuation Plan

Stage One Evacuation: ON SITE: All students and staff are evacuated from buildings, per route or alternative route and stationed on the playground in designated areas (see map, page 83).

Stage Two Relocation: OFF CAMPUS: At the direction of the District Incident Commander, all students and staff are relocated to a determined location off campus at time of event. Coordinate with the district transportation department, Humboldt County Sheriff, and Humboldt Bay Fire (gas leak, fallen aircraft...)

- Evacuation Plan Checklist:
  - Detailed campus diagrams that show:
    - Evacuation routes
    - Designated areas for each teacher and class
    - Areas of supervision
    - Transportation points (for both buses and autos)
    - Student Release area
    - Press / information area
  - Teams
    - Command Post
    - Medical Center
    - Damage Assessment/Search and Rescue
    - Student Evacuation and Supervision

5. Cutten School Map



## 6. Utility Shutoff Locations

- **Electrical shutoffs**
  - Boiler room adjacent to multi purpose room
  - Free standing unit east of Room 15
- **Water shutoff**
  - In lawn area at the front of school
- **Gas shutoff**
  - Accessed through door adjacent to exterior boiler room door

## Emergency/Crisis Disaster Log

Date of Incident: \_\_\_\_\_

### FACILITY:

#### Electricity:

Boiler Room adjacent to Multi Purpose Room

Mark box when checked:

Freestanding Unit East of Room 15

#### Gas:

Door Adjacent to Exterior, Southern Boiler Room Door

#### Water:

Lawn in Front of the School

### BUILDINGS CLEAR:

Rooms 8-11 and 15-16, Learning Lab, Music Room, and Library

yes

no

Rooms 1-7, Multi Purpose Room, Kitchen, Rooms 13, 14 & 17, and Annex

yes

no

### STUDENTS:

Injuries:

yes

no

*If yes, location(s):*

### STAFF:

All classes accounted for:

yes

no

All staff accounted for:

yes

no

**NOTE - DOORS NOT LOCKED:**

## Staff Order of Release for Cullen, 2024-2025

- |  |  |
|--|--|
| <ol style="list-style-type: none"><li>1. Karen Pino</li><li>2. Jovanah Martinez-Hoboo</li><li>3. Gidget Hulstrom</li><li>4. Mikey Hulstrom</li><li>5. Angelia Lewis</li><li>6. Mehgan Burton</li><li>7. Valerie Creason</li><li>8. Brandi Lawson</li><li>9. Kara Hubbard</li><li>10. Anna Kovaly</li><li>11. Destiny Gonzalez</li><li>12. Anne Robbins</li><li>13. Sydney McCarty</li><li>14. Jenni Bunnell</li><li>15. Jessica Kelly</li><li>16. Jessica Smith</li><li>17. Emma North</li><li>18. Emily Martin</li><li>19. Desiny Gonzalez</li><li>20. Karla Tice</li><li>21. Francisca Crutchfield</li><li>22. Travis O'Brien</li><li>23. Betty Davenport</li><li>24. Alanzo Arenivaz</li><li>25. Vanesa Carillo-Salas</li><li>26. Alisha Bucher</li></ol> | <ol style="list-style-type: none"><li>27. Harold Ringler</li><li>28. Jesse Shoghi</li><li>29. Jared Vodden</li><li>30. Lindsay Watkins</li><li>31. Jen Code</li><li>32. Jaime Hague</li><li>33. Tina Standish</li><li>34. Andrea Yip</li><li>35. Katri Pitts</li><li>36. Brandee Mitchell</li><li>37. Annie Girard</li><li>38. Kaycee Cook</li><li>39. Julie Van Sickle</li><li>40. Harriet Watson</li><li>41. Tracy Benbow</li><li>42. MaryBeth Stokes</li><li>43. Shandi Ashmore</li><li>44. Emily Cudahy</li><li>45. Emily Landheer</li><li>46. Taylor Jones</li><li>47. Kim Goodman</li><li>48. Janel Catalano</li><li>49. Tonja Speed</li><li>50. Jay Seeger</li><li>51. Darcie Rutter</li><li>52. Becky MacQuarrie</li></ol> |
|--|--|

## F. Drill Schedule

- **FIRE DRILL (1x /calendar month, unless a ternate drill w/evacuation)**

The principal shall also hold fire drills at least once a month at the elementary level, four times every school year at the intermediate level, and not less than twice every school year at the secondary level. (Education Code 32001).

- The principal shall notify staff as to the schedule for fire drills.
  - Whenever a fire drill is held, all students, teachers and other employees shall be directed to leave the building.
  - Teachers shall ascertain that no student remains in the building.
  - Teachers shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.
  - The principal or designee shall keep a record of each fire drill conducted and file a copy of this record.
- **EARTHQUAKE DRILL (2x year)**
  - **LOCKDOWN DRILL (at least once per year)**

## G. District Emergency Phone Numbers

**Superintendent – Becky MacQuarrie**

(707) 441-3900 (bus.); (707) 382-1132(cell)

**Cutten School Principal-Darcie Rutter**

(707) 441-3900 (bus.); (707)382-6270 (cell)

**Ridgewood School Principal - Annette Sligh**

(707) 441-3930 (bus.); (707) 382-6538 (cell)

**Vanessa Carillo-Salas-Business Manager**

(707) 441-3900 (bus.); (707) 382-0013 (cell)

**Alisha Bucher-Cutten Secretary**

(707) 441-3900 (bus.); (916) 838-3650 (cell)

**Sage Garrett – Ridgewood Secretary**

(707) 441-3930 (bus.); (707) 273-2801 (cell)

**Maintenance and School Site Utilities Location (water, power, gas)**

**Jay Seeger (707) 616-3866 (cell)**

**District School Social Workers:**

**Anne Girard (Cutten School) (707) 502-0497 (cell)**



Ashly Luciani (Ridgewood School) (707) 223-0821 (cell)

**District Bus Transportation :**

Darold Ringle (707) 362-3619 (cell)

Martin Tuzi (707) 672-2292 (cell)

## H. 2-Way Radio Use

**IN CASE OF A BOMB THREAT, DO NOT ACTIVATE RADIOS, AS THE FREQUENCY MAY ACTIVATE THE BOMB.**

Our district system is licensed and monitored by the Federal Communications Commission for school business use. In an emergency, effective communication is crucial. Follow these guidelines for radio use:

- Only one signal can be on the frequency at a time. Be sure to monitor the system before transmitting
- Minimize transmissions. Keep sentences short
- Key radio, wait 2 seconds when speak slowly, clearly, within two inches of the radio
- Use clear "sign-off" terms (eg
- During normal use, use only the channel assigned to the school.

## VII. EMERGENCY RESPONSE PLANS

### A. General Procedures

Emergency Actions are a set of simple directives and alert level procedures that may be implemented across many emergency situations. When an emergency occurs, it is critical that staff members take immediate steps to protect themselves and others. With Emergency Actions in place, staff can follow specific directions without having to learn extensive protocols for each of several dozen different emergency situations. The Incident Commander will decide which Emergency Actions to implement, based on the situation.

The most common immediate emergency actions below are listed below. Staff members must become familiar with each emergency action and be prepared to perform assigned responsibilities. All students must be taught what to do when any of the common emergency actions are implemented.

Type	Definition
STATUS	<b>ALL CLEAR</b> communicates to students and staff that the emergency is over and normal school operations can resume.
	<b>EMERGENCY DAMAGE ASSESSMENT</b> is the inspection process used immediately following an emergency (typically while students and staff are under an EVACUATION order) to determine if it is safe to resume occupancy of school facilities. An EMERGENCY DAMAGE ASSESSMENT should be performed following any event with the potential to cause damage school facilities or equipment.
RESTRICTED MOVEMENT & ACCESS	<p><b>LOCKDOWN</b> is initiated to isolate students and school staff from danger on or near the campus when movement within the school and within rooms on the campus might put students and staff in jeopardy. LOCKDOWN is used to prevent intruders from entering occupied areas of the buildings.</p> <ul style="list-style-type: none"> <li>• Lock the doors;</li> <li>• Close and lock windows, and close blinds or cover windows;</li> <li>• Turn off lights;</li> <li>• Silence all electronic devices;</li> <li>• Remain silent;</li> <li>• Use strategies to silently communicate with first responders if possible,</li> <li>• Hide along the wall closest to the exit but out of the view from the hallway (allowing for an ambush of the intruder and for possible escape if the intruder enters the room); and</li> <li>• Remain in place until the release from lockdown by school administration or evacuated by law enforcement.</li> </ul>
	<b>SECURE CAMPUS</b> is implemented as a precautionary measure to ensure the safety of students and staff when there is danger in the surrounding community or a bomb threat is made against the school. SECURE CAMPUS requires that all students and staff take shelter in school buildings and lock all exterior doors. Classroom instruction and/or activity may continue if all classroom and office doors are locked, and all students and staff remain inside through the duration of that event. The school perimeter should be secured.
	<b>SHELTER IN PLACE</b> is implemented when there is a need to isolate students and staff from the outdoor environment to prevent exposure to airborne contaminants. The procedures include closing and sealing doors, windows and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air; and turning off

	<p>pilot lights. <b>SHELTER IN PLACE</b> allows for the free movement of staff and students within the building, although one should not leave the room until further instructions are received. Those in classrooms with exterior passageways must remain in the classroom while <b>SHELTER IN PLACE</b> is instituted. It is appropriate for, but not limited to, gas leaks, external chemical release, dirty bombs and hazardous material spills.</p> <p><b>TAKE COVER</b> is implemented when it is necessary to move to and take refuge in the best shielded areas within the school buildings. It is appropriate for, but not limited to, severe windstorms and tornados.</p> <ul style="list-style-type: none"> <li>● Move students and staff into the school's permanent building.</li> <li>● Group students/staff together at the furthest point away from windows on the floor. <ul style="list-style-type: none"> <li>✓ Face the wall with backs to the windows</li> <li>✓ Crouch down on knees and elbows</li> <li>✓ Hands covering the back of their head/neck</li> </ul> </li> <li>● If a tornado warning or potentially damaging windstorm occurs at dismissal, delay dismissal.</li> </ul> <p>An order to <b>TAKE COVER</b> should remain in place until the National Weather Service has lifted the warning.</p> <p><b>DUCK, COVER AND HOLD ON</b> is the action taken during an earthquake to protect students and staff from flying and falling debris. <b>DUCK, COVER AND HOLD ON</b> is an appropriate action for use during an earthquake or explosion. Immediate <b>EVACUATION</b> and an <b>EMERGENCY DAMAGE ASSESSMENT</b> must be performed prior to occupancy of any of the site's buildings, following any event prompting the use of <b>DUCK, COVER AND HOLD ON</b>.</p>
<b>EVACUATION</b>	<p><b>EVACUATION</b> is implemented when conditions make it unsafe to remain inside the building(s). This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety.</p> <p><b>OFF-SITE EVACUATION</b> is implemented when it is unsafe to remain on the school campus, and evacuation to an off-site assembly area is required. This action provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated area of safety off campus. In some situations, <b>OFF-SITE EVACUATION</b> may require the use of busing. <b>STRUCTURED REUNIFICATION</b> should be used following any <b>OFF-SITE EVACUATION</b>.</p> <p><b>EARLY RELEASE</b> Certain situations may require releasing students from school at a time when parents expect their children to be at the school site. <b>EARLY RELEASE</b> may be implemented when circumstances make keeping students at school inadvisable. <b>EARLY RELEASE</b> must be authorized by the district superintendent or designee. During an <b>EARLY RELEASE</b>, students follow normal dismissal procedures.</p>
<b>REUNIFICATION</b>	<p><b>STRUCTURED REUNIFICATION</b> is the process used to reunify children with their parents, guardians or caregivers, following a school emergency. Regular dismissal procedures are not followed. <b>STRUCTURED REUNIFICATION</b> requires:</p> <ul style="list-style-type: none"> <li>● Maintaining accurate information on the location of each child.</li> <li>● Preventing unauthorized individuals from having access to or removing children.</li> <li>● Verifying the identity of individuals coming to take custody of children.</li> <li>● Verifying everyone has the legal right to take custody of child for which they have asked.</li> <li>● Keeping record of who each student is released to, the method used to verify their identity and the time of the pick-up.</li> </ul>

## B. Active Shooter/Armed Assailant

### ACTIVE SHOOTER / ARMED ASSAILANT SITUATIONS

"Active shooter situations" are defined as those where an individual or individuals is "actively engaged in killing or attempting to kill people in a confined and populated area." *Active shooters / armed assailants frequently use firearms, but attacks of this type can also be made with other types of weapons (knives, swords, etc.).* These situations are unpredictable and evolve quickly. Because of this, individuals must be prepared to deal with an *active shooter / armed assailant situation* before law enforcement personnel arrive on the scene.

No single response fits all *active shooter / armed assailant situations*; therefore, it is essential all members of the school staff know their options for response and are prepared to act decisively to protect their students and themselves.

### ACTIONS – ALL SCHOOL STAFF

1. All employees are authorized to take immediate action to protect themselves and students if they see or hear anything that causes them to believe an active shooter / armed assailant situation is occurring or is about to occur.
  - a. Act immediately if you or your students:
    - hear a sound that might be gunfire.
    - see something that looks like a weapon being carried or used on or near the campus.
    - sense any other indication of active shooter / armed assailant threat.
  - b. Quickly evaluate which option (Run, Hide or Fight) will best protect you and your students.
  - c. Be decisive. Communicate your plan to your students and act quickly.
  - d. Call 911 and the School Office as soon as it is safe to do so.
2. Options: *Run, Hide or Fight*
  - a. RUN: If you can get yourself and your students safely away from danger, do so immediately.
    - Do not evacuate unless you...
      - o know with certainty, the exact location of assailant (do not trust unofficial, second hand accounts),
      - o and can visualize a route that will get your students and yourself safely off campus.
    - Don't carry anything with you.
      - o Police may mistake an item in your hands as a weapon.
      - o Leave everything behind.
    - If you encounter people along the way...

- o Adults: Warn them and take them with you if you can but don't stop if they refuse to come.
  - o Students: Warn any students you encounter and take them with if you. You may use reasonable force to take a student with you *if you can do so without endangering yourself or the other students in your care.*
  - Place terrain and buildings between you and the assailant to cover your escape.
  - Keep going until you are certain you are out of danger.
  - Keep your students with you. Cal. 911 to report your location and obtain instructions.
- b. HIDE: If you do not know the exact location of the assailant, get your students and yourself into the most secure location available and LOCKDOWN.
- Lock the doors
  - Close and lock windows and close blinds or cover windows;
  - Turn off lights;
  - Barricade the doors with heavy furniture; be sure your barricade covers any glass in or near the door;
  - Silence all electronic devices;
  - Remain silent;
  - Position occupants spread out and cut of line of site from room entrance.
  - Prepare to act if the assailant attempts to get in the room;
  - Use text or email to communicate your location, the number of students or staff with you, if you have any wounded and the extent of the injuries;
  - Call 911 as soon as it is safe to do so.
  - Remain in place until evacuated by identifiable law enforcement officers.
- c. FIGHT: Never seek out confrontation with an active shooter / armed assailant. If you are confronted by an active shooter / armed assailant and you have no safer option, take immediate action to disrupt or incapacitate the assailant. If you choose the FIGHT option, commit to your actions.
- If you are in LOCKDOWN (Hide), prepare yourself and your students for the possibility that the assailant may attempt to get in the room you are in.
    - o Construct a strong barricade.
    - o If you have another way out (a window or back door) use it while the assailant is attempting to get in.
    - o If no other exit is available, be prepared to disrupt the assailant by throwing objects at the assailant and running for the exit as soon as the assailant enters the room.
      - a. Use items in the environment as improvised weapons (fire extinguishers, staplers, books, cups, etc.)

- Staff members may consider using aggressive and violent force to surprise and overwhelm the assailant.
3. Call 911 and initiate a school-wide LOCKDOWN announcement as soon as you can do so safely. Work with the people you are with to do both calls simultaneously if possible.
- a. Provide as much information as possible (slow down – be calm):
    - State the emergency: “I hear gunfire.” “I saw...”
    - Give information on people who are wounded.
    - Location of the assailant (if known):
    - Description of the assailant (if known):
    - Your precise location
    - The number of children with you:
  - b. Keep the line open, even if you can’t talk, unless instructed by the dispatcher to end the call.
4. Special Topics
- a. Injuries: Your response to injured persons will need to vary given the specific circumstances that are present and the response option (Run, Hide or Fight) you are engaged in.
    - *Run* – If you encounter injured persons while you are trying to get out of danger...
      - And you have children with you, you must place their safety ahead of the injured person. Take note of where the injured person is and report the location as soon as you get to safety.
    - *Hide* – If someone is injured where you are hiding, secure the room before tending to the wounded.
      - As soon as it is safe to do so, apply first aid using any supplies that are available. If necessary, use articles of clothing as improvised dressing for wounds and apply direct pressure to control bleeding.
    - *Fight* – This is always the option of last resort because the probability of injury is highest when you are near the assailant. Commit to your plan. Do not stop to tend to the wounded until it is safe to do so.
      - If your intention is to disrupt the assailant to allow as many people to escape as possible, stick to that plan.
      - If your plan is to incapacitate the assailant, keep fighting until the assailant is incapacitated and the weapon and assailant are under control.
  - b. Law Enforcement: If you encounter law enforcement officers...
    - Immediately raise your hands in the air and display your open palms.
    - Don’t run up to officers or attempt to hug or talk to them.
    - Don’t talk unless they ask you a question.

- Do exactly what they tell you to do.
- c. Weapons: If the assailant loses control of a weapon, exercise extreme care when securing it:
- Do not pick up the weapon. Law enforcement may shoot you if they see you holding a weapon.
  - Secure the weapon by placing an empty trash can over it and sliding it to a location where it can be kept covered and under control until a law enforcement officer can take possession of it.
- d. Ongoing Communication: (School should develop means to safely provide updates to staff to keep them informed during the incident.)
- e. Extended Day Programs / After School Activities: Train all district / site staff involved with student activities and extracurricular programs.

#### PRINCIPAL OR DESIGNEE ACTIONS:

- Follow the All Staff guidance described above.
- Call 911 and initiate a **LOCKDOWN** announcement as soon as you can do so safely. Work with nearby staff to do them simultaneously if possible.
  - o Include as much actionable information on the announcement as possible.
    - *Example "LOCKDOWN, LOCKDOWN, LOCKDOWN. Man, with a gun on campus. LOCKDOWN now."*
- If possible, assist emergency personnel.
  - o Assist police in entering the school;
  - o Provide officers with keys, maps and any other information requested.

### C. Biological Agent Release

This is an incident involving the discharge of a biological substance in a solid, liquid or gaseous state. Such incidents may include the release of radioactive materials. A biological agent can be introduced through:

- postal mail, via a contaminated letter or package
- a building's ventilation system
- a small explosive device to help it become airborne
- a contaminated item such as a backpack, book bag, or other parcel left unattended
- the food supplies
- aerosol release (for example, with a crop duster or spray equipment)

Defense against biological release (e.g. anthrax, smallpox, plague, ricin etc.) is difficult because usually appear after some time has lapsed. Indicators that may suggest the release of a biological or chemical substance include multiple victims suffering from: watery eyes, choking or breathing difficulty, twitching or

the loss of coordination. Another indicator is the presence of distressed animals or dead birds. Determine which scenario applies and implement the appropriate response procedures.

### Outside the building

#### **STAFF ACTIONS:**

1. Notify principal.
2. Move students away from immediate vicinity of danger (if outside, implement Take Cover).
3. Segregate individuals who have been topically contaminated by a liquid from unaffected individuals. Send affected individuals to a designated area medical attention.
4. Follow standard student assembly, accounting and reporting procedures.

#### **PRINCIPAL OR DESIGNEE ACTIONS:**

1. Initiate **SHELTER IN PLACE**.
2. Shut off HVAC units.
3. Move to central location where windows and doors can be sealed with duct tape.
4. Call 911. Provide location and nature of the emergency and school actions taken.
5. Turn on radio and listen for instructions.
6. Complete the Biological and Chemical Release Response Checklist
7. Remain inside the building until it is safe to leave.

### Inside the building

#### **STAFF ACTIONS:**

1. Notify principal or site administrator.
2. Segregate individuals who have been topically contaminated by a liquid from unaffected individuals.
3. Implement **EVACUATION** or **OFF-SITE EVACUATION**, as appropriate. Send affected individuals to a designated area for medical attention.
4. Follow standard student assembly, accounting and reporting procedures.
5. Prepare a list of those who are in the affected area to provide to emergency response personnel.

#### **PRINCIPAL OR DESIGNEE ACTIONS:**

1. Initiate **EVACUATION** of building or **OFF-SITE EVACUATION** to move students away from immediate vicinity of danger.
2. Move up-wind from the potential danger.
3. Call 911. Provide exact location and nature of emergency.
4. Designate security team to isolate and restrict access to potentially contaminated areas.
5. Wait for instructions from emergency responders-- Health or Fire Department.
6. Complete the Biological and Chemical Release Response Checklist



7. Wait to return to the building until it has been declared safe by local HazMat or appropriate agency.

**THOSE WHO HAVE DIRECT CONTACT WITH BIOLOGICAL AGENT:**

1. Wash affected areas with soap and water.
2. Immediately remove and contain contaminated clothing
3. Do not use bleach on potentially exposed skin.
4. Remain in safe, but separate area, isolated from those who are unaffected, until emergency response personnel arrive.

**D. Bomb Threat**

If the school receives a bomb threat by telephone follow the Bomb Threat Checklist on the next page to document information about the threat. Keep the caller on the telephone if possible and listen carefully to all information the caller provides. Make a note of any voice characteristics, accents, or background noises and complete the Bomb Threat Report as soon as possible.

**PERSON RECEIVING THREAT BY TELEPHONE:**

1. Listen. Do not interrupt caller.
2. Keep the caller on the line with statements such as *"I am sorry, I did not understand you. What did you say?"*
3. Alert someone else by prearranged signal to notify the telephone company to trace the call while the caller is on the line.
4. Complete the Bomb Threat Checklist.

<p><b>Telephone Bomb Threats</b></p> <ul style="list-style-type: none"> <li>▪ Remain calm/courteous.</li> <li>▪ Read phone's visual display.</li> <li>▪ Listen, don't interrupt.</li> <li>▪ Keep caller talking. Pretend hearing difficulty.</li> <li>▪ Notice details: background noises, voice description.</li> <li>▪ Ask: When? Where? What? How?</li> <li>▪ Don't touch any suspicious objects.</li> </ul> <p style="text-align: center;"><b>Call 911</b></p>
--

**PERSON RECEIVING THREAT BY MAIL:**

1. Note the way the threat was delivered, where it was found and who found it.
2. Limit handling of item by immediately placing it in an envelope so that fingerprints may be detected. Written threats should be turned over to law enforcement.
3. Caution students against picking up or touching any strange objects or packages.
4. Notify principal or site administrator.

**PRINCIPAL/SITE ADMINISTRATOR ACTIONS:**

1. Call 911.
2. If the caller is still on the phone, contact the phone company to trace the call. Tell the telephone operator the name of school, name of caller, phone number on which the bomb

threat came in. This must be done quickly since the call cannot be traced once the caller has hung up.

3. Instruct staff and students to turn off any pagers, cellular phones or two-way radios. Do not use those devices during this threat since explosive devices can be triggered by radio frequencies.
4. Determine whether to evacuate the threatened building and adjoining buildings. If the suspected bomb is in a corridor, modify evacuation routes to bypass the corridor.
5. Use the intercom, personal notification by designated persons, or the PA system to evacuate the threatened rooms.
6. If it is necessary to evacuate the entire school, use the fire alarm.
7. Call sheriff to look for suspicious packages, boxes or foreign objects.
8. Do not return to the school building until it has been inspected and determined safe by proper authorities.
9. Avoid publicizing the threat any more than necessary.

#### **STAFF ACTIONS:**

1. Evacuate students as quickly as possible, using primary or alternate routes.
2. Upon arrival at the designated safe site, take attendance. Notify the principal or designee of any missing students.
3. Do not return to the building until emergency response officials determine it is safe.

### **E. Chemical Accident Procedure**

This incident could be the result of spilled cleaning chemicals within the school building, in the school lab, a material a student brings to school, or a broken gas main. Any such accidents could endanger the students and staff. Hazardous material spills may occur inside a building, such as a spill in a chemistry lab.

#### **PERSON DISCOVERING SPILL:**

1. Alert others in the immediate area to leave the area.
2. Close windows and doors and restrict access to affected area(s).
3. Notify principal or designee.
4. DO NOT eat or drink anything or apply cosmetics.

#### **PRINCIPAL OR DESIGNEE ACTIONS:**

1. Notify Fire Department and the Department of Public Health. Provide the following information:
  - a. School name and address, including nearest cross street(s)
  - b. Location of the spill and/or materials released; name of substance, if known
  - c. Characteristics of spill (color, smell, visible gasses)
  - d. Injuries, if any
  - e. Your name and telephone number

2. Notify Maintenance personnel to shut off mechanical ventilating systems.
3. If necessary, proceed with school **EVACUATION** using primary or alternate routes, avoiding exposure to the chemical fumes.
4. Post a notice on the school office door stating location of evacuation site.
5. Use Parent Telephone Alert System (One Call Now), if appropriate to send brief description of the emergency, how it was handled, and, if appropriate, what steps are being taken in its aftermath.

**STAFF ACTIONS:**

1. If **EVACUATION** is implemented, direct all students to report to nearest designated building or assembly area. Take class roster and emergency backpack and student kits. Check that all students have left the building. Students are not to be left unattended at any time during evacuation process. Students are to remain quiet during evacuation.
2. Upon arrival at evacuation site, take attendance. Notify principal or designee of any missing students.
3. Upon arrival at evacuation site, take roll and report attendance to Principal immediately. Notify emergency response personnel of any missing students.
4. Do not return to the building until emergency response personnel have determined it is safe.

**F. Duck, Cover, and Hold On**

**DUCK, COVER AND HOLD ON** is the action taken during an earthquake to protect students and staff from flying and falling debris. It is appropriate action for:

- Earthquake
- Explosion

**ANNOUNCEMENT:**

The following announcement will be made over the public-address system and by teachers in classrooms:

Example: "Attention please. **DUCK, COVER AND HOLD.** Get under a table or desk, away from windows and anything that could fall and hurt you. Hold that position until the shaking stops or until you receive further instructions."

**STAFF AND STUDENT ACTIONS:**

**Inside**

1. Instruct students to move away from windows.
2. Immediately drop to the floor under desks, chairs or tables. With back to windows, place head between knees, hold on to a table leg with one hand and cover the back of the neck with the other arm.

3. Remain in place until shaking stops or for at least 20 seconds. When quake is over, leave building. Do not run. Avoid routes with architectural overhangs. Do not re-enter building until declared safe by competent authority.

### Outside

1. Instruct students to move away from buildings, trees, overhanging wires and **DUCK, COVER and HOLD ON.**
2. Upon the command **DUCK, COVER AND HOLD ON**, immediately move away from objects which might topple over, drop to the ground or get under a table close by, place head between knees, and cover back of neck with arms and hands.
3. Remain in place until shaking stops or for at least 20 seconds.

## **G. Earthquake Procedure**

Earthquakes strike without warning. Fire alarms or sprinkler systems may be activated by the shaking. The effect of an earthquake from one building to another will vary. Elevators and stairways will need to be inspected for damage before they can be used. The major shock is usually followed by numerous aftershocks, which may last for weeks.

The major threat of injury during an earthquake is from falling objects, glass shards and debris. Many injuries are sustained while entering or leaving buildings. Therefore, it is important to quickly move away from windows, free-standing partitions and shelves and take the best available cover under a sturdy desk or table, in a doorway or against an inside wall. All other actions must wait until the shaking stops. If persons are protected from falling objects, the rolling motion of the earth may be frightening but not necessarily dangerous.

### Inside Building

#### **PRINCIPAL OR DESIGNEE ACTIONS:**

1. Direct inspection and assessment of school buildings. Report building damage and suspected breaks in utility lines or pipes to fire department responders.
2. Send search and rescue team to look for trapped students and staff.
3. Instruct staff to keep students a safe distance away from building entrances to assure no one re-enters.
4. Determine who will inform public information media as appropriate.
5. Do NOT re-enter building until it is determined to be safe by appropriate facilities inspector.
6. Determine whether to close school. If school must be closed, notify staff members, students and parents.

### **STAFF ACTIONS:**

1. Give **DROP, COVER and HOLD ON** command. Instruct students to move away from windows, bookshelves and heavy suspended light fixtures. Get under table or other sturdy furniture with back to windows.
2. Check for injuries, and render First Aid.
3. After shaking stops, **EVACUATE** building. Avoid evacuation routes with heavy architectural ornaments over the entrances. Do not return to the building. Bring attendance roster and emergency backpack.
4. Check attendance at the assembly area. Report any missing students to principal or designee.
5. Warn students to avoid touching electrical wires and keep a safe distance from any downed power lines.
6. Stay alert for aftershocks
7. Do NOT re-enter building until it is determined to be safe.

### **Outside Building**

#### **STAFF ACTIONS:**

1. Move students away from buildings, trees, overhead wires, and poles. Get under table or other sturdy furniture with back to windows. If not near any furniture, drop to knees, clasp both hands behind neck, bury face in arms, make body as small as possible, close eyes, and cover ears with forearms. If notebooks or jackets are handy, hold over head for added protection. Maintain position until shaking stops.
2. After shaking stops, check for injuries, and render first aid.
3. Check attendance. Report any missing students to principal or designee.
4. Stay alert for aftershocks.
5. Keep a safe distance from any downed power lines
6. Do NOT re-enter building until it is determined to be safe.
7. Follow instructions of principal or designee.

### **During non-school hours**

#### **PRINCIPAL OR DESIGNEE ACTIONS:**

1. Inspect school buildings with Maintenance personnel to assess damage and determine corrective actions.
2. Notify fire department and utility company of suspected breaks in utility lines or pipes.
3. If school must be closed, notify staff members, students and parents. Arrange for alternative learning arrangement such as portable classrooms if damage is significant and school closing will be of some duration.
4. Determine who will inform public information media as appropriate.

## H. Evacuation (On-Site)

**EVACUATION** is implemented when conditions make it unsafe to remain in the building. This ACTION provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated outside area of safety. **EVACUATION** is considered appropriate for, but is not limited to, the following types of emergencies:

- Fire
- Bomb threat
- Chemical accident
- Explosion or threat of explosion
- Post earthquake

See next page for how to assist those with disabilities during an evacuation.

See also: **OFF-SITE EVACUATION**, which is implemented when it is not safe to remain on the school campus and **REVERSE EVACUATION**, when it is unsafe to remain outside.

### ANNOUNCEMENT:

1. Fire alarm.
2. Provided time is available, make an announcement over the public-address system:

Example: "Attention please. We need to EVACUATE all buildings. Teachers are to take their students to the Assembly Area. Students please remain with your teacher."

3. Implement Special Needs Evacuation Plan.
4. Use walkie-talkies to deliver additional instructions to teachers in hold areas.

### PRINCIPAL OR DESIGNEE:

1. The Assembly Area should be a safe location on the school campus away from the building and emergency response equipment that may arrive at the school. If unsafe for the current emergency, designate an alternate Assembly Area.
2. When clearance to return to the buildings is determined or received from appropriate agencies, announce **ALL CLEAR** to return to classrooms and resume school activities.
3. Use Parent Telephone Alert System (One Call Now), if appropriate to send brief description of the emergency, how it was handled, and, if appropriate, what steps are being taken in its aftermath.

### STAFF ACTIONS:

1. Instruct students to leave the building in an orderly manner using the designated evacuation routes and reassemble in the assigned Assembly Area.

2. Take the emergency backpack and student roster when leaving the building and take attendance when the class is reassembled in a safe location. Report attendance to the Incident Commander/designee.
3. Remain in the Assembly Area until further instructions are given.
4. Wait for another ACTION or the **ALL CLEAR** instruction to return to school buildings and normal class routine.

### **HOW TO ASSIST THOSE WITH DISABILITIES DURING AN EVACUATION**

The needs and preferences of non-ambulatory individuals will vary. Some people may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapors immediately

#### **To alert visually-impaired individuals**

1. Announce the type of emergency.
2. Offer your arm for guidance.
3. Tell person where you are going, obstacles you encounter.
4. When you reach safety, ask if further help is needed.

#### **To alert individuals with hearing limitations**

1. Turn lights on/off to gain person's attention -OR-
2. Indicate directions with gestures -OR-
3. Write a note with evacuation directions.

#### **To evacuate individuals using crutches, canes, walkers, or wheelchairs**

1. Evacuate these individuals as injured persons.
2. Assist and accompany to evacuation site, if possible -OR-
3. Use a sturdy chair (or one with wheels) to move person -OR-
4. Help carry individual to safety if necessary.

## **I. Evacuation (Off-Site)**

**OFF-SITE EVACUATION** is implemented when it is unsafe to remain on the school campus, and evacuation to an off-site assembly area is required. This ACTION provides for the orderly movement of students and staff along prescribed routes from inside school buildings to a designated area of safety. **OFF-SITE EVACUATION** is considered appropriate for, but is not limited to, the following types of emergencies:

- Fire
- Bomb threat
- Chemical accident
- Explosion or threat of explosion
- Post earthquake

**OFF-SITE EVACUATION** may require **DIRECTED TRANSPORTATION**.

See also **EVACUATION** and **REVERSE EVACUATION**, implemented when it is unsafe to remain outside.

**ANNOUNCEMENT:**

1. Fire alarm (bell or horn signal)
2. Make an announcement over the public-address system:

**Example:** "Attention please. We need to institute an OFF-SITE EVACUATION. Teachers are to take their students to the designated offsite assembly area. Students are to remain with their teacher."

**PRINCIPAL OR DESIGNEE ACTIONS:**

1. Determine the safest method for evacuating the campus. This may include the use of school bus or simply walking to the designated off-site location.
2. Call 911. Provide school name and location of off-site evacuation, reason for evacuation, number of staff and students being evacuated.
3. When clearance is received from appropriate agencies, give the **ALL CLEAR** instruction and authorize students and staff to return to the classrooms.
4. Use Parent Telephone Alert System (One Call Now), if appropriate to send brief description of the emergency, how it was handled, and, if appropriate, what steps are being taken in its aftermath.

**STAFF ACTIONS:**

1. Take attendance before leaving campus. Instruct students to evacuate the building, following designated routes, and assemble in their assigned off-site Assembly Area. Bring along the emergency classroom backpack.
2. If walking to a nearby site, keep students lined up in an orderly fashion and walk away from the danger. The procession should follow the safest route to the evacuation site.
3. Take the student roster when leaving the building. Take attendance when the class is reassembled in a safe offsite location. Report attendance to Principal/designee.
4. Remain in place until further instructions are given.

**Structured Reunification**

**STAFF ACTIONS:**

1. Ensure student identification necklaces are distributed and worn by all students.
2. Students remain in classroom or at the Assembly Area with the classroom teacher or teacher buddy until the Reunification Team Member calls for specific student(s).
3. Reunification Team Member will escort student(s) to the designated Release Point.
4. Student will be released to parent/guardian or identified emergency contact.
5. Release Team will document each student as he/she is released; to whom the student(s) is released; and the time of release.



## J. Explosion

Emergency response will depend on the type of explosion (smoke bomb, chemical lab incident, etc.) and proximity to the school. All students should be kept away from the explosion and under supervision.

### PRINCIPAL OR DESIGNEE:

1. Determine whether site evacuation should be implemented. If so, sound fire alarm. This will automatically implement action to **EVACUATE** the building. **EVACUATION** may be warranted in some buildings, but others may be used for **SHELTER IN PLACE**.
2. Notify Fire Department (call 911). Provide school name, address, exact location within the building, your name and phone number and nature of the emergency.
3. Secure area to prevent unauthorized access until the Fire Department arrives.
4. Notify emergency response personnel of any missing students.
5. Notify utility company of breaks or suspected breaks in utility lines or pipes. Provide school name, address, location within building, your name and phone.
6. Direct a systematic, rapid and thorough approach to search the building and surrounding areas. Check classrooms and work areas, public areas (foyers, offices, bathrooms and stairwells), unlocked closets, exterior areas (shrubbery, trash cans, debris boxes) and power sources (computer rooms, gas valves, electric panels, telephone panels).
7. Determine if Student Release should be implemented. If so, notify staff, students and parents.
8. If damage requires the school to be closed, notify parents and staff of school status and alternate site for classroom instruction. Do not return to the school building until it has been inspected and determined safe by proper authorities.

### STAFF ACTIONS:

1. Initiate **DROP, COVER AND HOLD ON**.
2. If explosion occurred inside the school building, **EVACUATE** to outdoor assembly area. Keep students and staff at a safe distance from the building(s) and away from fire-fighting equipment.
3. Check to be sure all students have left the school site. Remain with students throughout evacuation process.
4. Upon arrival at assembly area, check attendance. Report status to site administrator immediately.
5. Render first aid as necessary.
6. Do not return to the building until the emergency response personnel determine it is safe to do so.
7. If explosion occurred in the surrounding area, initiate **SHELTER IN PLACE**. Keep students at a safe distance from site of the explosion.

## K. Fire

Should any fire endanger the students or staff, it is important to act quickly and decisively to prevent injuries and contain the spread of the fire. All doors leading to the fire should be closed. Do not re-enter the area for belongings. If the area is full of smoke, students and employees should be instructed to crawl along the floor, close to walls, which will make breathing easier and provide direction. Before opening any door, place a hand an inch from the door near the top to see if it is hot. Be prepared to close the door quickly at the first sign of fire. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate that the "fire is out".

### Within School Building

#### **PRINCIPAL OR DESIGNEE ACTIONS:**

1. Sound the fire alarm to implement **EVACUATION** of the building.
2. Immediately **EVACUATE** the school using the primary or alternate fire routes.
3. Notify the Fire Department (call 911).
4. Direct search and rescue team to be sure all students and personnel have left the building.
5. Ensure that access roads are kept open for emergency vehicles.
6. Notify appropriate utility company of suspected breaks in utility lines or pipes.
7. If needed, notify bus dispatch for **OFF-SITE EVACUATION**.
8. Do not allow staff and students to return to the building until the Fire Department declares that it is safe to do so.

#### **STAFF ACTIONS:**

1. **EVACUATE** students from the building using primary or alternate fire routes. Take emergency backpack and student kits. Maintain control of the students a safe distance from the fire and firefighting equipment.
2. Take attendance. Report missing students to the Principal/designee and emergency response personnel.
3. Maintain supervision of students until the Fire Department determines it is safe to return to the school building.

### Near the School

#### **PRINCIPAL OR DESIGNEE ACTIONS:**

1. Notify the Fire Department (call 911). The Fire Marshall will direct operations once on site.
2. Determine the need to implement an **EVACUATION**. If the fire threatens the school, execute the actions above. If not, continue with school routine.

## L. Flood

Flooding could threaten the safety of students and staff whenever storm water or other sources of water threaten to inundate school grounds or buildings. Flooding may occur if a water pipe breaks or prolonged rainfall causes urban streams to rise. Flooding may also occur because of damage to water distribution systems such as failure of a dam or levee. If weather-related, an alert message will be broadcast over the weather radio station.

### PRINCIPAL OR DESIGNEE ACTIONS:

1. Issue **STAND BY** instruction. Determine if evacuation is required.
2. Notify local police department of intent to **EVACUATE**, the location of the safe evacuation site and the route to be taken to that site.
3. Delegate a search team to assure that all students have been evacuated.
4. Issue **OFF SITE EVACUATION** instruction if students will be evacuated to a safer location by means of buses and cars.
5. Post a notice on the office door stating where the school has relocated.
6. Monitor AM radio weather station KINS for flood information.
7. Do not allow staff and students to return to the building until proper authorities have determined that it is safe to do so.

### STAFF ACTIONS:

1. If warranted, **EVACUATE** students using evacuation plan. Take the class roster, emergency backpack and student comfort kits. Take attendance before leaving the campus.
2. Remain with students throughout the evacuation process.
3. Upon arrival at the safe site, take attendance. Report any missing students to principal or designee and emergency response personnel.
4. Do not return to school building until it has been inspected and determined safe by property authorities.

### BUS DRIVER ACTIONS:

1. If evacuation is by bus, **DO NOT** drive through flooded streets and/or roads. **DO NOT** attempt to cross bridges, overpasses or tunnels that may be damaged by flooding.
-

## M. Gas Odor/Fume:

All school personnel, including cafeteria managers and custodians, shall immediately report any gas odor or suspected gas leak to the principal. If an odor is detected outside the building, it may not be necessary to evacuate.

### STAFF ACTIONS:

1. Notify principal.
2. Move students from immediate vicinity of danger.
3. Do not turn on any electrical devices such as lights, computers, fans, etc.
4. If odor is severe, leave the area immediately.
5. If the building is evacuated, take student attendance and report any missing students to Principal or designee.

### PRINCIPAL OR DESIGNEE ACTIONS:

1. If gas leak is internal, evacuate the building immediately.
2. Call 911.
3. Notify utility company.
4. Determine whether to move to alternate building location.
5. If extended stay outdoors in inclement weather, contact transportation to provide bus to transport students to partner school or shelter students on buses.
6. Do not return to the building until it has been inspected and determined safe by proper authorities.

## N. Hazardous Materials

The nature of the material and the proximity of the incident to the school site will determine which emergency ACTION should be implemented. Police, Fire or Public Health Department may order **EVACUATION** of the school. See also **BIOLOGICAL AGENT RELEASE** and **CHEMICAL ACCIDENT**.

### PRINCIPAL OR DESIGNEE ACTIONS:

1. Call 911, if necessary.
2. If there is a threat of airborne toxicity, shut-off ventilation system in affected area.
3. Initiate **EVACUATION**. Any toxic cloud that can affect students in their classrooms would very likely affect them outside on the school grounds as well. If evacuating by foot, move crosswind to avoid fumes, never upwind or downwind.
4. Isolate anyone suspected of being contaminated with a substance that could be transferred to others until public safety personnel carry out decontamination procedures.

5. If time is available, initiate **OFF SITE EVACUATION**, which may include the use of busses. Move students and staff away from the path of the hazardous materials.
6. Wait for instructions from emergency responders-- Health or Fire Department.
7. Do not allow the return of students to the school grounds or buildings until public safety officials declare the area safe.
8. Upon return to school, ensure that all classrooms are adequately aired.

#### TEACHER ACTIONS:

1. Follow standard student assembly, accounting and reporting procedures.
2. Report names of missing students to office.
3. Do not take unsafe actions such as returning to the building before it has been declared safe.

## O. Hostage Situation

Hostage situations may unfold rapidly in a variety of ways. Events may range from a single perpetrator with a single hostage to several perpetrators with many hostages. Specific actions by school staff will be limited pending arrival of law enforcement officers. It is their responsibility to bring the situation to a successful conclusion. When as much of the school has been evacuated as can be accomplished, school staff should focus on providing support as needed to the police department, communicating with parents, and providing counseling for students.

#### PRINCIPAL OR DESIGNEE ACTIONS

1. Call 911. Provide all known essential details of the situation:
2. Number of hostage takers and description
3. Type of weapons being used
4. Number and names of hostages
5. Any demands or instructions the hostage taker has given
6. Description of the area
7. Identify an assembly area for responding officers away from the hostage situation. Have school liaison wait at assembly area for police to arrive.
8. Protect building occupants before help arrives by initiating a **LOCKDOWN** or **EVACUATION** (or combination of both) for all or parts of the building.
9. Secure exterior doors from outside access.
10. When police arrive, assist them in a quiet, orderly evacuation away from the hostage situation.
11. Gather information on students and/or staff involved and provide the information to the police. If the parent of a student is involved, gather information about the child.
12. Identify media staging area, if appropriate. Implement a hotline for parents.
13. Account for students as they are evacuated.
14. Provide recovery counseling for students and staff.

**STAFF ACTIONS:**

1. If possible, assist in evacuating students to a safe area away from the danger. Protect students by implementing a **LOCKDOWN**.
2. Alert the principal or designee.
3. Account for all students.

**P. Intruder Procedure**

All public schools are required to post signs at points of entry to their campuses or buildings from streets and parking lots. The following statement should be used on signage:

All visitors entering school grounds on school days between 8:00 a.m. and 4:00 p.m. must register at the Main Office. Failure to do so may constitute a misdemeanor.

-- California Penal Code Title 15, Chapter 1.1 § 627.2

To prevent intruders on campus, keep doors secure, use sign-in sheets for visitors and cameras and staff to monitor entryways.

**PRINCIPAL OR DESIGNEE ACTIONS:**

Initiate **LOCKDOWN**.

1. Request intruder to leave campus. Remain calm. Be courteous and confident. Keep distance from the intruder. Speak in soft, non-threatening manner. Avoid hostile-type actions, except in cases when necessary to safeguard person or property. Listen to the intruder. Give him or her an opportunity to vent. Attempt to be helpful. When talking to the intruder, use phrases such as:  
*"What can we do to make this better?"*  
*"I understand the problem, and I am concerned."*  
*"We need to work together on this problem."*
2. As soon as the conversation or actions of the individual become threatening or violent, call 911 immediately. Provide description and location of intruder.
3. Keep subject in view until police or law enforcement arrives.
4. Take measures to keep subject away from students and building.
5. Designate a staff member to coordinate with public safety at their command post; provide a site map and keys to public safety personnel.
6. When scheduling a meeting with an individual known to be aggressive, arrange for another staff member or law enforcement officer to be present.
7. Be available to deal with the media and bystanders and keep site clear of visitors.

**STAFF ACTIONS:**

1. Notify the principal or designee. Provide description and location of the intruder. Visually inspect the intruder for indications of a weapon.
2. Keep intruder in view until police or law enforcement arrives. Stay calm. Do not indicate any threat to the intruder.
3. Isolate intruder from students. Lock classroom and office doors. Close blinds and stay clear of windows and panes of glass. Remain inside rooms until the **ALL CLEAR** instruction is announced.

**Q. Lockdown**

**LOCKDOWN** is initiated to isolate students and school staff from danger when there is a crisis inside the building and movement within the school might put students and staff in jeopardy. **LOCKDOWN** is used to prevent intruders from entering occupied areas of the building. The concept of **LOCKDOWN** is no one in, no one out. All exterior doors are locked, and students and staff must remain in the classrooms or designated locations always. Teachers and other school staff are responsible for accounting for students and ensuring that no one leaves the safe area. **LOCKDOWN** is not normally preceded with an announcement. This ACTION is considered appropriate for, but is not limited to, the following types of emergencies:

- Gunfire
- Rabid animal at large
- Extreme violence outside the classroom

**LOCKDOWN** differs from **SHELTER-IN-PLACE** because it does not involve shutting down the HVAC systems and does not allow for the free movement within the building.

**ANNOUNCEMENT:**

Make an announcement in person directly or over the public-address system:

**Example:** "Attention please. We have an emergency and must implement **LOCKDOWN** procedures. Students go immediately to the nearest classroom. Teachers lock classroom doors and keep all students inside the classroom until further notice. Do not open the door until notified by an administrator or law enforcement."

**PRINCIPAL OR DESIGNEE ACTIONS:**

1. Make the announcement. Instruct teachers and staff to immediately lock doors and remain in the classroom or secured area until further instructions are provided.
2. Call 911. Provide location, status of campus, all available details of situation.
3. When clearance is received from appropriate agencies, give the **ALL CLEAR** instruction to indicate that it is safe to unlock the doors and return to the normal class routine.
4. Use Parent Telephone Alert System (One Call Now), if appropriate to send brief description of the emergency, how it was handled, and, if appropriate, what steps are being taken in its aftermath.

**STAFF ACTIONS:**

1. If it is safe to clear the hallways, bathrooms and open areas, direct students to the closest safe classroom.
2. Immediately lock doors and instruct students to lie down on the floor.
3. Close any shades and/or blinds if it appears safe to do so.
4. Remain quiet and calm in the classroom or secured area until further instructions are provided by the principal or law enforcement.

**STUDENT ACTIONS:**

1. Move quickly and quietly to the closest safe classroom.
2. If rooms are locked, immediately hide in the closest safe zone: bathroom, janitorial closet, office area, Library. Lock the door or move furniture or trash can to bar access to the room. Remain quiet until further instructions are provided by the principal or police.

**R. Power Outage (Planned and Unplanned)**

Failure of any of the utilities (electricity, gas, water) during school hours constitutes a condition that must be dealt with on a situational basis. Advance notice may be received from a utility company regarding loss of service. In many cases, such loss of service will be of short duration and require no special action other than notifying staff of the temporary interruption of service.

**PRINCIPAL OR DESIGNEE ACTIONS:**

Notify utility company. Provide the following information:

- Affected areas of the school site
- Type of problem or outage
- Expected duration of the outage, if known
- Determine length of time service will be interrupted.
- Determine desired action, which may include relocation of students and staff, notification of parents, and alternate food service.
- If disruption in service will severely hamper school operation, notify students and staff by appropriate means.
- Use messengers with oral or written word as an alternate means of faculty notification.
- Notify District Office of loss of service.
- Implement plan to provide services without utilities or with alternate utilities.\_\_\_\_

Plan for Loss of Electricity

**Phones:** Fax line and/or cell phones will be used since main phone system is dependent on power.\_\_\_\_



\_\_\_ **Communication:** School marquees, SchoolWise mass communication, and social media will be used to communicate plans with parents/guardians

**Emergency Light:** Battery powered lights are available in classrooms without sufficient natural light

**Heating:** Superintendent or designee will determine case by case if the temperature warrants closer due to low temperatures in the classrooms \_\_\_\_\_

\_\_\_  
**Closure:** School is canceled on the second day of a power outage unless power is restored by 6:00am, or if the superintendent or designee determines school should not be in session during the outage. \_\_\_\_\_

## S. Secure Campus

**SECURE CAMPUS** is implemented when the threat of violence or police action in the surrounding community requires precautionary measures to ensure the safety of staff and students. When a campus is in **SECURE CAMPUS** status, classroom instruction and/or activity may continue if all classroom and office doors are locked, and all students and staff remain inside through the duration of that event. Outer gates and other entrance/exit points can be closed (**NOT LOCKED**) to deter a potential perpetrator from entering school grounds.

This response is considered appropriate for, but not limited to, the following types of emergencies:

1. Potential threat of violence in the surrounding community
2. Police activity in the surrounding community

A **SECURE CAMPUS** response may be elevated to **LOCKDOWN** in which case, instruction immediately ceases, and students and staff follow **LOCKDOWN** procedures.

Secure Campus is a precautionary measure against the threat of potential violence in the surrounding community. Secure Campus requires locking all classroom/office doors and closing entrance and exit points on the school's perimeter. The objective is to protect against a potential community threat coming onto campus. Secure Campus differs from Lockdown in that it allows classroom instruction to continue.

### **SECURE CAMPUS:**

1. Is intended to prevent a potential community threat from entering campus
2. Heightens school safety while honoring instructional time
3. Requires that all exterior classroom / office doors are locked
4. Requires that no one goes in or out for any reason

5. Requires that students and staff remain in Secure Campus status until **ALL CLEAR** is issued by administration

#### **PRINCIPAL OR DESIGNEE ACTIONS:**

Make public address announcement. Instruct teachers and staff to immediately lock doors and remain in the classroom or secured area until further instructions are provided

**Example:** "Your attention please. Due to reported police activity in the surrounding community, please implement SECURE CAMPUS procedures immediately."

- REPEAT -

1. Instruct Administrative Assistant to call law enforcement non-emergency number, inform them of campus status, and gather more specific information regarding the potential threat. If information is difficult to obtain, put administrator on the call and ask to speak with Dispatch/Communications Supervisor
2. Designate assigned individual to lock all doors leading into administration building
3. Designate assigned individual to close (**NOT LOCK**) all entrance and exit points on the campus perimeter
4. Maintain heightened state of readiness in case potential community threat intensifies and school elevates response to **LOCKDOWN**
5. If students are out at break, recess, or lunch and situation is deemed imminent, announce **SECURE CAMPUS** status and ask that all students return to assigned classrooms immediately
6. If students are out at break, recess, or lunch and situation is **NOT** deemed imminent, initiate **SECURE CAMPUS** immediately upon conclusion of break
7. If possible, provide periodic updates to staff via public address, e-mail, or other agreed upon means. Continue updates even if there is no change in the situation
8. Depending on the timing of the situation, consider deactivating the period bells. Students and staff must remain inside if the threat persists
9. After the emergency has been neutralized, initiate **ALL CLEAR**
10. Use Parent Telephone Alert System (One Call Now), if appropriate to send brief description of the emergency, how it was handled, and, if appropriate, what steps are being taken in its aftermath.

#### **STAFF ACTIONS:**

1. Move to the door and instruct any passing students to return to assigned classroom immediately
2. Close and lock the door
3. Continue class instruction or activity as normal
4. Enforce the no entrance; no exit protocol. Remain in classroom or secured area and wait for further instructions
5. Be alert to the possibility that response may elevate to **LOCKDOWN**
6. Do **NOT** call office to ask questions; Incident Command will send out periodic updates

7. Wait for another action or, if ALL **CLEAR** is issued, return to normal class routine

**STAFF ACTIONS: IF STUDENTS ARE ENGAGED IN CLASS ACTIVITY ON AN OUTLYING FIELD (PE OR OTHER ACTIVITY):**

1. Gather students together and organize into an orderly formation
2. Inform students that as part of **SECURE CAMPUS** procedures, the class will move immediately to a predetermined classroom location
3. Proceed to on-campus shelter location as quickly as possible
4. Once inside, take attendance to ensure all present students are accounted for
5. By classroom phone, cell phone, walkie-talkie, or 2-way radio, contact designated ICS Command to report class location and any absent or missing students
6. Implement all classroom policies and procedures for **SECURE CAMPUS** status
7. Maintain order in all areas of shelter or assembly. Do not release students to parent/guardian unless instructed by Incident Commander
8. Wait for another action or, if ALL **CLEAR** announcement is issued, return to normal class routine

## **T. Shelter in Place**

**SHELTER IN PLACE** is a short-term measure implemented when there is a need to isolate students and staff from the outdoor environment to prevent exposure to airborne contaminants. The procedures include closing and sealing doors, windows and vents; shutting down the classroom/building heating, ventilation and air conditioning systems to prevent exposure to the outside air; and turning off pilot lights.

**SHELTER IN PLACE** allows for the free movement of staff and students within the building, although one should not leave the room until further instructions are received. Those in bungalows and buildings with exterior passageways must remain in the classroom while **SHELTER IN PLACE** is instituted. It is appropriate for, but not limited to, gas leaks, external chemical release, dirty bombs and hazardous material spills.

**ANNOUNCEMENT:**

Make an announcement in person directly or over the public-address system:

Example: "Attention please. We have a hazard in the community and are instituting **SHELTER IN PLACE** procedures. Students and staff should remain inside with windows and doors securely closed and air conditioning units turned off. Those who are outside should immediately move to the protection of an inside room. Do not go outdoors until you receive further instructions."

**PRINCIPAL OR DESIGNEE ACTIONS:**

1. Make an announcement on the public-address system. Give clear instructions, remain calm and convey reassurance that the situation is under control.
2. When clearance is received from appropriate agencies, give the **ALL CLEAR** instruction to indicate that the normal school routine can resume.

**TEACHER and STAFF ACTIONS:**

1. Immediately clear students from the halls. Stay away from all doors and windows.
2. Keep all students in the classroom until further instructions are received. Assist those needing special assistance.
3. Secure individual classrooms: a) close and lock doors and windows; b) shut down the classroom HVAC system; c) turn off local fans in the area; d) seal gaps under doors and windows with wet towels or duct tape; e) seal vents with aluminum foil or plastic wrap; and f) turn off sources of ignition, such as pilot lights.
4. Take attendance and call report in to administrative assistance. Wait for further instructions.

**STUDENT ACTIONS:**

Proceed to the classroom, if it is safe to do so. If not, follow teacher or staff directions to nearby classrooms or other rooms (e.g., auditorium, library, cafeteria, multi-purpose room). If these are unsafe, follow instructions to proceed to an alternative indoor location.



*Building a better world, one student at a time.*

## Monitoring Goals, Actions, and Resources for the 2024-25 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2024-25 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year's local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Cutten Elementary School District	Becky MacQuarrie Superintendent	bmacquarrie@cuttensd.org 7074413900

### Goal 1

#### Goal Description

All students will demonstrate growth towards meeting or exceeding standards in English language arts, mathematics, and science. Additionally, English learners will demonstrate progress in developing English language proficiency.

### Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.1	Teachers, Instructional Materials, and Facilities (P1)	100% of teachers are fully credentialed, all students have access to standards-aligned instructional materials,	100% of teachers are fully credentialed, all students have access to standards-aligned instructional materials,		100% of teachers are fully credentialed, all students have access to standards-aligned instructional materials,	100% of teachers are fully credentialed, all students have access to standards-aligned instructional materials,

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.2	Implementation of State Standards (P2)	and facilities are in good repair (2023-24 Local data) Academic content standards, including English learners, are fully implemented (2023-24 Local data)	and facilities are in good repair (2024-25 Local data) Academic content standards, including English learners, are fully implemented (2023-24 Local data)		and facilities are in good repair (2024-25 Local data) Academic content standards, including English learners, are fully implemented (2023-24 Local data)	Academic content standards, including for English learners, are fully implemented
1.3	ELA CAASPP Scores (P4)	Met/Exceed in 2022-2023:ELA All students: 44% SED: 43% SWD: 34% Hispanic: 38% White: 48%	Met/Exceed in 2023-2024:ELA All students: 51.02% SED: 46.82% SWD: 34.61% Hispanic: 34.09% White: 54.65%		Met/Exceed in 2023-2024:ELA All students: 51.02% SED: 46.82% SWD: 34.61% Hispanic: 34.09% White: 54.65%	ELA All students: 47% SED: 46% SWD: 37% Hispanic:41% White: 51%
1.4	Math CAASPP Scores (P4)	Met/Exceed in 2022-2023:MATHEMATICS All students: 43% SED: 41% SWD: 45% Hispanic: 26% White: 46%	Met/Exceed in 2023-2024:MATHEMATICS All students: 49.83% SED: 44% SWD: 35.64% Hispanic: 37.21% White: 54.10%		Met/Exceed in 2023-2024:MATHEMATICS All students: 49.83% SED: 44% SWD: 35.64% Hispanic: 37.21% White: 54.10%	MATHEMATICS All students: 46% SED: 44% SWD: 48% Hispanic: 29% White: 49%
1.5	CA Science Test Scores (P4)	Met/Exceeded in 2022-2023:SCIENCE All students 48% SED: 47% SWD: 36 % Hispanic: N/A White: 51%	Met/Exceeded in 2023-2024:SCIENCE All students: 51.56% SED: 51.85% SWD: N/A Hispanic: N/A White: 68.42%		Met/Exceeded in 2023-2024:SCIENCE All students: 51.56% SED: 51.85% SWD: N/A Hispanic: N/A White: 68.42%	All students 51% SED:50% SWD: 39 % Hispanic: 36% White: 54%
1.6	English Learner Progress & English Learner Reclassification Rate(P4)	The English Learner Reclassification rate and ELPAC proficiency are not reported publicly due to the small population size	The English Learner Reclassification rate and ELPAC proficiency are not reported publicly due to the small population size		The English Learner Reclassification rate and ELPAC proficiency are not reported publicly due to the small population size	The English Learner Reclassification rate and ELPAC proficiency will only be reported if the student group meets publicly reportable data guidelines.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
1.7	Local ELA/Math Assessment Data (P8)	Second Trimester results-"progressing' or 'met' 2022-2023 Reading, 66% Writing, 71% Math, 82%			N/A	Second Trimester results-"progressing' or 'met' Reading, 69% Writing, 74% Math, 85%
1.8	Pupil Access to a Broad Course of Study(P7)	All pupils, including unduplicated and those with exceptional needs, are enrolled in a broad course of study as defined in Ed Code 51220 (2023-24 Local data)	All pupils, including unduplicated and those with exceptional needs, are enrolled in a broad course of study as defined in Ed Code 51220 (2024-25 Local data)		All pupils, including unduplicated and those with exceptional needs, are enrolled in a broad course of study as defined in Ed Code 51220 (2024-25 Local data)	All students have access to a broad course of study

#### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures
1.1	<b>Teacher Assignment</b>  a. All students taught by highly qualified certificated teachers no misassignments; employ administrator staffing sufficient to support the school program b. Provide induction support as needed through NCTIP c. Classroom supplies; \$300 per classroom	No	Partially Implemented	\$3,251,272.00	\$1,621,333.84
1.2	<b>ELA and Math Intervention</b> Provide and ELA Tier 2 RTI/Targeted Intervention Program (TIP) and Tier 2 RTI / Targeted Intervention for Math, including program oversight and training, and purchase research--based curriculum and assessment.	Yes	Partially Implemented	\$60,430.00	\$39,459.96

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures
	a. 0.50 FTE Classified Coordinator - Cutten School b. 0.60 FTE Classified Coordinator - Ridgewood School				
1.3	<b>Instructional Aide Support</b> Instructional aides to provide support specifically for EL student groups a. .75 FTE Instructional aides	No	Partially Implemented	\$18,355.00	\$7,650.96
1.4	<b>Student to Teacher/Instructional Aide Ratio</b> Support opportunities for differentiation to provide appropriate instruction for the low-income, foster youth, and EL student population that is underperforming by decreasing student to teacher and instructional aide ratio. a. 1.0 FTE classroom teacher: maintain average class sizes of 28:1, grades 4 – 6 b. 0.375 FTE instructional aide	Yes	Partially Implemented	\$99,477.00	\$30,827.70
1.5	<b>Music Education</b> Music education for students identified in the unduplicated group to provide an opportunity to access music education that is not otherwise available. a. 1.0 FTE certificated music teacher	Yes	Partially Implemented	\$106,183.00	\$45,159.05



Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures
1.6	<b>Library Staffing</b> Staff libraries for increased access for students, staff, and families. a. 1.50 FTE Library tech / aide b. Supplies c. Professional Development d. Certificated Librarian services through contract with HERC	Yes	Partially Implemented	\$105,042.00	\$46,217.88
1.7	<b>Language Development Support</b> Provide instructional materials for English Learners; Re-designated Fluent English-speaking, and students with language deficits as determined by individual need. a. ELPAC Coordinator b. Instructional materials	Yes	Partially Implemented	\$9,782.00	\$4,604.09
1.8	<b>Special Education Services</b> Employ Special Education staff.	No	Partially Implemented	\$680,366.00	\$268,980.5

## Goal 2

### Goal Description

Ensure a high level of student, family, and community involvement in a safe, inclusive, and welcoming learning environment where the academic and social/emotional well being for each student is emphasized through a multi-tiered system of supports.

## Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
2.1	Parent Involvement (P3)	Parent / Guardian participation rates, all groups: Parent/teacher conference rate: 98% Parent survey/input responses: 77 on LCAP Input survey Student survey responses (3rd-6th): 124/307(40%) Participation in IEPs: 100% LCAP community meeting: 2 LCAP specific meetings, school site council and board meetings as input meetings this year. School Site Council membership: 5 parents (full representation) with one parent of unduplicated pupil			N/A	Parent / Guardian participation rates, all groups: Parent/teacher conference rate:98% Parent survey/input responses: 77 on LCAP Input survey Student survey responses (3rd-6th): maintain participation rate Participation in IEPs: 100% LCAP community meeting: 2 LCAP specific meetings, school site council and board meetings as input meetings this year. School Site Council membership: 5 parents (full representation) with one parent of unduplicated pupil
2.2	Attendance Rate (P5)	94% attendance rate			N/A	96% attendance rate
2.3	Chronic Absenteeism Rate (P5)	All: 21% chronic absenteeism rate SED: 31% chronic absenteeism rate SWD: 32% chronic absenteeism rate Hispanic: 29% chronic absenteeism rate White: 18% chronic absenteeism FY: Suppressed EL: Suppressed (2023 Dashboard)			All: 18.8% chronic absenteeism rate SED: 26.1% chronic absenteeism rate SWD: 21.4% chronic absenteeism rate Hispanic: 29.2% chronic absenteeism rate White: 15.6% chronic absenteeism FY: Suppressed EL: Suppressed (2024 Dashboard)	All: 5% chronic absenteeism rate SED: 5% chronic absenteeism rate SWD: 5% chronicabsenteeism rate Hispanic: 5% chronicabsenteeism rate White: 5% chronic absenteeism rate

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
2.4	Suspension & Expulsion Rates (P6)	6 students suspended, of an enrollment of 580 All students: 1 % SED: 1.4 % SWD:2.8% Hispanic: 0% American Indian: N/A% White: 8% Two or more races: 1.1% FY: Suppressed EL: Suppressed Expulsion rate = 0% (2023 Dashboard):			11 students suspended, of an enrollment of 583 All students: 1.9 % SED: 2.6% SWD:3.8% Hispanic: 3.1% American Indian: Suppressed White:1.1% Two or more races: 2.2% FY: Suppressed EL: Suppressed Expulsion rate = 0% (2024 Dashboard):	Maintain or decrease all student suspension rate from 1%. All student groups suspension rate maintained or declined from baseline. Maintain 0% expulsion rate.
2.5	Sense of Safety and School Connectedness (P6)	53% response rate (35 of 67 fifth grade students) School connectedness 79%; Academic motivation 86%; Caring adult relationships 82%; High expectations 88%; Meaningful participation 52%; Feel safe at school 91%; Students well behaved 52%; Students treated fairly when break school rules 61%; Students treated with respect 88% Reference survey data@wested.org 2023-2024 ParentStaff responding positively to school safety and			N/A	Increase response rate to 70% Maintain or improve responses from baseline.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
		connectedness on the LCAP survey. School Safety: 97% Connectedness: 96% Staff responding positively to the following: School Safety: 96% School connectedness:100%				

**Actions & Measuring and Reporting Results**

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures
2.1	<b>Social Work and/or Behavioral Services</b> Provide school social work and/or behavioral services. a. .80 FTE School Social Worker	Yes	Partially Implemented	\$83,062.00	\$32,814.78
2.2	<b>Social Work Services to Unduplicated Count Students</b> Focus school social work services on unduplicated count students. a. 1.0 FTE Certificated School Social Worker	Yes	Partially Implemented	\$82,450.00	\$37,687.8
2.3	<b>Support Services to Parents</b> Provide services to support parents/guardian attending parent education, informational meetings, school events, and in volunteering at school. a. Child care b. Trainer / Interpreter fees c. Meeting supplies	Yes	Partially Implemented	\$8,511.00	\$7,197.12

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures
2.4	<b>Decrease Suspension Rate</b> Decrease suspension rate. a. .10 FTE Social Worker b. Incentives	Yes	Partially Implemented	\$10,382.00	\$4,101.85
2.5	<b>Decrease Chronic Absenteeism</b> Decrease chronic absenteeism. a. .10 FTE School Social Worker b. Parent education c. Materials d. Incentives	Yes	Partially Implemented	\$10,383.00	\$4,101.85
2.6	<b>Bus Transportation Service for Low income Students</b> Provide a safe and reliable means of transportation to and from school for low-income students. a. .75 FTE Bus driver	Yes	Partially Implemented	\$79,438.00	\$41,883.18
2.7	<b>Attendance and Parent Education Support</b> Provide opportunities for parent and school partnership to improve attendance and parent involvement through a systems approach. a. .20 FTE Administrator	Yes	Partially Implemented	\$28,567.00	\$14,295.33

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures
2.8	<b>School Psychologist/Counseling Services</b> a. School Psychologist/Counseling services for identified students b. 1.0 FTE classified counselor	Yes	Partially Implemented	\$92,290.00	\$52,925.19

### Goal 3

Goal Description

### Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027

#### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures

### Goal 4

Goal Description

### Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027

#### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures

## Goal 5

Goal Description

### Expected Annual Measurable Objectives

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2026-2027
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### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Total Funds Budgeted	Mid-Year Expenditures
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Hosted by Humboldt County Office of Education &  
Redwood Coast K-16 Education Collaborative:

# Early Education Internship for High School Students



Are you passionate about working with children?  
Want to make a difference while gaining valuable experience?

*Join our Early Childhood Education Internship Program!*

## Internship Benefits:

- Learn more about the early education career and start building a professional network!
- Hands-on experience in preschool or afterschool settings
- Mentorship from experienced educators
- Skills in child development and care

**Apply by January 31st!!**  
**Questions? Email**  
**lc1557@humboldt.edu or**  
**bel150@humboldt.edu**

## Program Overview:

**Open to:** 11-12th Graders at FUHSD, Eureka City Schools  
**Paid Internship:** \$350 Stipend after completing 30 hours of service  
**Internship Dates:** February - End of May  
**Orientation Date:** February 8th  
**Placement Sites:**

- Alice Berney Elementary
- Cutten Elementary and Ridgewood Elementary
- HCOE Special Beginnings: Fortuna, Eureka & Arcata Sites
- College of the Redwoods Child Development Center



**Students will commit to at least 30 hours of service including:**

- Orientation (5 hours)
- Weekly volunteering at designated preschool or afterschool program (12 hours)
- Monthly check-in meetings with K16 Pathway Facilitators (3 hours)
- First Aid, CPR or relevant trainings (10 hours)



**REDWOOD COAST K-16**  
EDUCATIONAL COLLABORATIVE  
INVESTING IN OUR FUTURE





**Summary:**

Our mission with the Early Education Paid Internship opportunity is to create a pathway for students interested in the field of early education and childhood development. Students will receive weekly shadowing opportunities at local Pre-Schools, monthly cohort meetings with K-16 Education Collaborative Pathway Facilitator staff, early education training including CPR and First Aid, and will receive a financial stipend at the end of their service.

Our goal is to connect our education workforce partners, higher education institutions and local high schools so we can facilitate a pathway for our students interested in the Education career. We will offer students: onboarding and orientation, training and certifications, a network of early education professionals, and volunteer experience in the field.

**Who:** 10th-12th grade students interested in pursuing careers in Early Education or similar careers at Fortuna High, East High, Zoe Barnum High, and Eureka High.

**Where:**

Redwood Learners - HCOE Eureka & HCOE Fortuna site (8am-12pm)

- Students need to complete:
  - Volunteer application
  - Proof of TB assessment
  - Copy of government issued photo ID and social security card
  - Statement of good health
  - Proof of immunizations

Child Development Center - College of the Redwoods site (8:15-4:15pm)

- Volunteer application
- Proof of TB assessment
- Statement of good health
- Proof of immunizations

Alice Birney Elementary - Afterschool Program (3pm-6pm)

Cutten/Ridgewood Elementary - Afterschool Program (3pm-6pm)

**What: (Program Requirements)**

- Students will commit to at least 30 hours a semester.
  - Orientation (5 hours)
  - Monthly Check-In with Pathway Facilitators (3 hours)
  - CPR/First Aid Training (8 hours)
  - Volunteering Weekly at Preschools for 1.5 hours a week (12+ hours)
  - Early Education Online Trainings (3 hours)

- Upon completion of hours and learning outcomes reflection students will receive a \$350 stipend from the Redwood Coast K16 Education Collaborative

**Project Timeline: Spring 2025**

1. Application Process (January 15h-31st)
2. Selection Process (February 3rd)
3. Orientation & Program Onboarding (February 8th)
  - Review Placement Expectation/Overview
  - Introduction to Early Education Career Field
  - Completing Onboarding Paperwork
4. Internship Starts (February 24th-May 31st)

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

**SUBJECT: Drama Program/Performance**

For the 2024 – 25 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 developing engaging scripts, coaching performers, coordinating rehearsals, 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)

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

**DATE: FEBRUARY 10, 2025**

**TITLE: RESOLUTION OF THE BOARD OF TRUSTEES OF THE CUTTEN SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,500,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF THE DISTRICT BY A NEGOTIATED SALE, APPROVING A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE AND AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING RELATED ACTIONS**

**Summary Statement:**

On November 5, 2024, the voters of the District approved a measure authorizing the District to issue up to \$5,000,000 in aggregate principal amount of bonds for authorized projects.

The Board of Trustees is requested to approve the above-referenced resolution authorizing the District to issue its first series of bonds under the November 5, 2024, authorization in an aggregate principal amount not exceeding \$2,500,000.

The bonds will be sold and issued by the District. Isom Advisors, a Division of Urban Futures, Inc. will serve as municipal advisor to the District. Orrick, Herrington & Sutcliffe LLP will serve as bond counsel and disclosure counsel to the District. D.A. Davidson & Co. will serve as the underwriter.

The Board of Trustees is asked to approve the resolution referenced above to effect the issuance of the bonds and approve various documents and actions, as follows:

1. **Resolution.** The resolution authorizes the issuance of the bonds and establishes parameters for the terms thereof, approves the forms of and authorizes the execution and delivery of the financing documents (including the Bond Purchase Agreement and the Continuing Disclosure Certificate), approves the form of and authorizes the distribution of the Official Statement (in preliminary and final form), and sets forth the security provisions for the bonds and the covenants of the District to bond owners.

2. **Bond Purchase Agreement.** The Bond Purchase Agreement will specify the purchase price of the bonds to be paid by the underwriter, the interest rates, maturity dates and principal amounts of each maturity of the bonds, the date, time and place of the closing of the bond issue, the allocation of the expenses incurred in connection with the bond issue, the parties' representations to and agreements with each other and the conditions which the District must satisfy before the underwriter becomes obligated to purchase the bonds.

3. **Continuing Disclosure Certificate.** Federal securities laws indirectly require school districts to disclose and annually update certain financial and operating information relevant to the security and repayment of bonds. The Continuing Disclosure Certificate contains the undertakings of the District to provide the ongoing disclosure in the form of annual reports and event notices.

4. **Official Statement.** The Official Statement (in its preliminary and final form) is used to provide information to investors and prospective investors about the District and the bonds. The bonds constitute securities for purposes of state and federal securities laws and, therefore, the offering and sale of the bonds through the Official Statement is subject to certain provisions of such laws, including, importantly, the anti-fraud laws. The Official Statement sets forth information about the terms of the bonds, the security for the bonds, the sources and uses of the proceeds of the bonds, the District and the tax base of the District, the documents under which the bonds are issued, and the tax-exemption of interest on the bonds.

**Budget Implications:**

The bonds will be paid from taxes on property within the District levied and collected by the County of Humboldt. The bonds will finance projects authorized by the voters at the November 5, 2024, election.

**Recommendation:**

It is recommended that the Board of Trustees approve the attached resolution and authorize staff to take the necessary steps to complete the financing.

RESOLUTION NO. 2

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CUTTEN SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,500,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF THE DISTRICT BY A NEGOTIATED SALE, APPROVING A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE AND AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING RELATED ACTIONS**

**WHEREAS**, an election was duly called and regularly held in the Cutten School District (the “District”), located in the County of Humboldt, California (the “County”), on November 5, 2024, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the “Bond Measure”):

*“To modernize outdated classrooms, restrooms and school facilities; improve technology in schools; replace outdated heating and cooling systems; and make health, safety and security improvements, shall Cutten School District’s measure authorizing \$5,000,000 in bonds, at legal interest rates, and levying approximately \$30 per \$100,000 of assessed valuation (raising \$318,000 annually) while bonds are outstanding, be adopted, with a board appointed citizens’ oversight committee and annual independent audits to assure proper expenditure of funds?”*

and

**WHEREAS**, passage of the Bond Measure required at least a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on the Bond Measure were in favor of issuing said bonds; and

**WHEREAS**, at this time, the Board of Trustees of the District (the “Board of Trustees”) deems it necessary and desirable to authorize and consummate the sale of a portion of the bonds, designated the “Cutten School District (Humboldt County, California) General Obligation Bonds, Election of 2024, Series 2025” (the “Series 2025 Bonds”), with such additional or other series or subseries designations as may be approved as herein provided, in an aggregate principal amount not exceeding \$2,500,000, for purposes of financing projects authorized to be financed under the Bond Measure, according to the terms and in the manner hereinafter set forth; and

**WHEREAS**, Sections 53506 *et seq.* of the California Government Code, including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private or negotiated sale pursuant to Sections 15140 and 15146 of the California Education Code; and

**WHEREAS**, Section 15140(b) of the California Education Code provides that the board of supervisors of a county may authorize a school district over which the county superintendent of schools has jurisdiction to issue and sell its own bonds without the further action of the board of

supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report; and

**WHEREAS**, the Humboldt County Superintendent of Schools has jurisdiction over the District; and

**WHEREAS**, on December 16, 2019, the Board of Supervisors (the “Board of Supervisors”) of the County passed Resolution No. 19-126 adopting the procedures authorized by Section 15140(b) of the California Education Code, and has directed that any school district in the County that has not received a qualified or negative certification in its most recent interim report shall issue and sell its own bonds; and

**WHEREAS**, the District has not received a qualified or negative certification in its most recent interim report; and

**WHEREAS**, the Series 2025 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to such authorization from the Board of Supervisors of the County; and

**WHEREAS**, the Board of Trustees has determined that enhancing the timely payment of the principal of and interest on the Series 2025 Bonds by obtaining a municipal bond insurance policy with respect thereto could be economically advantageous to the District; and

**WHEREAS**, a form of Bond Purchase Agreement (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Bond Purchase Agreement”) to purchase the Series 2025 Bonds proposed to be entered into with D.A. Davidson & Co. (the “Underwriter”), has been prepared; and

**WHEREAS**, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Series 2025 Bonds, the Underwriter must have reasonably determined that the District has undertaken in a written agreement or contract for the benefit of the holders of the Series 2025 Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

**WHEREAS**, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented at this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”), a form of which has been prepared; and

**WHEREAS**, the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2025 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”); and

**WHEREAS**, California Government Code Section 5852.1 and California Education Code Section 15146(b)(1)(D) require that the Board of Trustees obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds (or costs associated with the bonds as required under Section 15146(b)(1)(D) of the California Education Code), (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

**WHEREAS**, in compliance with California Government Code Section 5852.1 and California Education Code Section 15146(b)(1)(D), the Board of Trustees has obtained from Isom Advisors, a Division of Urban Futures, Inc., as financial advisor under California Education Code Section 15146(b)(1)(C) and as municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and from the Underwriter, the required good faith estimates, including the costs associated with the Series 2025 Bonds, and such estimates are disclosed and set forth on Exhibit A attached hereto; and

**WHEREAS**, the District has previously adopted a local debt policy (the "Debt Management Policy") that complies with California Government Code Section 8855(i), and the District's sale and issuance of the Series 2025 Bonds as contemplated by this Resolution is in compliance with the Debt Management Policy; and

**WHEREAS**, the Board of Trustees has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board of Trustees has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing; and

**WHEREAS**, the District desires that the County levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series 2025 Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller of the County, the Treasurer-Tax Collector of the County and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of principal of and interest on the Series 2025 Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;



**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Cutten School District, as follows:

**Section 1. Recitals.** All of the above recitals are true and correct and the Board of Trustees so finds.

**Section 2. Definitions.** Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

**“Auditor-Controller”** means the Auditor-Controller of the County, or any authorized deputy thereof.

**“Authorized Officers”** means the President of the Board of Trustees, or such other member of the Board of Trustees as the President may designate, the Superintendent of the District, and the Business Manager of the District, including anyone serving as an interim or provisional officer in such positions, or such other officer or employee of the District as the Superintendent may designate.

**“Board of Supervisors”** means the Board of Supervisors of the County.

**“Board of Trustees”** means the Board of Trustees of the District.

**“Bond Purchase Agreement”** means the Bond Purchase Agreement relating to the sale of the Series 2025 Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

**“Bonds”** means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter-approved measures of the District, including bonds approved by the voters of the District on November 6, 2018 and pursuant to the Bond Measure.

**“Cede & Co.”** means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2025 Bonds.

**“Code”** means the Internal Revenue Code of 1986.

**“Continuing Disclosure Certificate”** means the Continuing Disclosure Certificate executed and delivered by the District relating to the Series 2025 Bonds.

**“County”** means the County of Humboldt.

**“District”** means the Cutten School District.

**“DTC”** means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Series 2025 Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

**“Interest Payment Date”** means February 1 and August 1 of each year, commencing on August 1, 2025, or such other dates as may be set forth in the Bond Purchase Agreement.

**“Investment Agreement”** shall have the meaning set forth in Section 15 hereof.

**“Municipal Advisor”** means Isom Advisors, a Division of Urban Futures, Inc., as financial advisor to the District under California Education Code Section 15146(b)(1)(C) and as municipal advisor to the District under Section 15B of the Securities Exchange Act of 1934.

**“Official Statement”** means the Official Statement of the District relating to the Series 2025 Bonds.

**“Opinion of Bond Counsel”** means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

**“Owner”** means, with respect to any Bond, including any Series 2025 Bond, the person whose name appears on the Registration Books as the registered owner thereof.

**“Paying Agent”** means The Bank of New York Mellon Trust Company, N.A., or the Treasurer of the County, including his or her designated agents, or any bank, trust company, national banking association or other financial institution, appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the Series 2025 Bonds in accordance with Section 8 hereof.

**“Preliminary Official Statement”** means the Preliminary Official Statement of the District relating to the Series 2025 Bonds.

**“Record Date”** means, with respect to any Interest Payment Date for Series 2025 Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date for such Series 2025 Bonds, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

**“Registration Books”** means the books for the registration and transfer of the Series 2025 Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

**“Series 2025 Bonds”** means the Bonds authorized and issued pursuant to this Resolution, in one or more series or subseries, designated the “Cutten School District (Humboldt County, California) General Obligation Bonds, Election of 2024, Series 2025,” with such additional or other series or subseries designations as may be approved as herein provided.

**“State”** means the State of California.

**“Tax Certificate”** means the Tax Certificate with respect to the Series 2025 Bonds not issued as Taxable Bonds, executed by the District, dated the date of issuance of such Series 2025 Bonds.

**“Tax-Exempt”** means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal

income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“**Taxable Bonds**” means those Series 2025 Bonds the interest on which is not Tax-Exempt.

“**Treasurer**” means the Treasurer-Tax Collector of the County, or any authorized deputy thereof.

“**Underwriter**” means D.A. Davidson & Co., as underwriter of the Series 2025 Bonds.

**Section 3. Authorization and Designation of Bonds.** The Series 2025 Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code. The Board of Trustees hereby authorizes the issuance and sale, by a negotiated sale, of not to exceed \$2,500,000 aggregate principal amount of Series 2025 Bonds. The Series 2025 Bonds may be issued in one or more series or subseries and shall be designated “Cutten School District (Humboldt County, California) General Obligation Bonds, Election of 2024, Series 2025,” with appropriate additional or other series or subseries designations as approved by an Authorized Officer. The proceeds of the Series 2025 Bonds, exclusive of any premium and accrued interest received by the District, shall be applied to finance projects authorized to be financed under the Bond Measure.

**Section 4. Form of Bonds; Execution.** (a) *Form of Series 2025 Bonds.* The Series 2025 Bonds shall be issued in fully registered form without coupons. The Series 2025 Bonds, and the certificate of authentication and registration and the form of assignment to appear on each of them, shall be in substantially the form attached hereto as Exhibit B, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds.* The Series 2025 Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Trustees, and countersigned by the manual or facsimile signature of the Clerk or Secretary of the Board of Trustees (or the designee of any of such respective officers if any are unavailable). The Series 2025 Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) *Valid Authentication.* Only such of the Series 2025 Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that the Series 2025 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) *Identifying Number.* The Paying Agent shall assign each Series 2025 Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

**Section 5. Terms of Bonds.** (a) *Date of Series 2025 Bonds.* The Series 2025 Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) *Denominations.* The Series 2025 Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) *Maturity.* The Series 2025 Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Series 2025 Bond shall mature later than the date which is 30 years from the date of the Series 2025 Bonds, to be determined as provided in subsection (a) of this Section. No Series 2025 Bond shall have principal maturing on more than one principal maturity date.

(d) *Interest; Series 2025 Bonds.* The Series 2025 Bonds shall bear interest at an interest rate or rates not to exceed 8.00% per annum, payable on the Interest Payment Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Series 2025 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date for such Series 2025 Bond, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date for such Series 2025 Bond, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Series 2025 Bond, interest is in default on any outstanding Series 2025 Bonds, such Series 2025 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Series 2025 Bonds.

(e) *Interest; Tax-Exempt or Taxable.* Each series or subseries of the Series 2025 Bonds or portion thereof may be issued such that the interest on such series or subseries of Series 2025 Bonds or portion thereof is Tax-Exempt or such that the interest on such series or subseries of Series 2025 Bonds or portion thereof is not Tax-Exempt. The Board of Trustees hereby finds and determines that, pursuant to Section 5903 of the California Government Code, the interest payable on each series or subseries of the Series 2025 Bonds or portion thereof issued as Taxable Bonds will be subject to federal income taxation under the Code in existence on the date of issuance of such series or subseries of Series 2025 Bonds.

**Section 6. Payment of Bonds.** (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the Series 2025 Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District established for such Series 2025 Bonds. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Series 2025 Bonds in such year, and to pay from such taxes all amounts due on the Series 2025 Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Series 2025 Bonds, and to pay the principal, redemption premium, if any, and interest thereon, and all fees and expenses of the Paying Agent, insofar as permitted by

law, including specifically by Section 15232 of the California Education Code, as and when the same become due.

(b) *Principal.* The principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date.* The interest on the Series 2025 Bonds shall be payable on each Interest Payment Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Series 2025 Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

(d) *Interest and Sinking Fund.* Principal and interest due on the Series 2025 Bonds shall be paid from the interest and sinking fund of the District established for such Series 2025 Bonds as provided in Section 15146 of the California Education Code.

(e) *Obligation of the District.* No part of any fund or account of the County is pledged or obligated to the payment of the Series 2025 Bonds. The obligation for repayment of the Series 2025 Bonds is the sole obligation of the District.

(f) *Pledge of, Lien on and Security Interest in Taxes.* The District hereby pledges, and grants a lien on and security interest in, all revenues from the property taxes collected from the levy by the Board of Supervisors of the County with respect to each voter-approved bond measure of the District for the payment of Bonds issued under such bond measure and all amounts on deposit in any interest and sinking fund of the District related to such bond measure with respect to the Bonds of such bond measure, in order to secure the payment of the principal or redemption price of and interest on such Bonds. This pledge and grant shall be valid and binding from the date hereof for the benefit of the Owners of the Bonds and successors thereto. The property taxes and amounts held in any interest and sinking fund of the District shall be immediately subject to this pledge and grant, and the pledge and grant shall constitute a lien and security interest which shall immediately attach to (i) the property taxes and (ii) the amounts held in any interest and sinking fund of the District. This pledge and grant shall secure the payment of such Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge or grant and without the need of any physical delivery, recordation, filing, or further act. The pledge and grant is an agreement between the District and the Owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by the pledge and grant are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

(g) *Insurance.* The payment of principal of and interest on all or a portion of the Series 2025 Bonds may be enhanced by a municipal bond insurance policy as shall be described in the

Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized to qualify the District for municipal bond insurance for the Series 2025 Bonds and, if deemed to be in the best interests of the District, to obtain such insurance if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Series 2025 Bonds. The Authorized Officers are each hereby authorized, for and in the name and on behalf of the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract. If the Authorized Officers so deem and obtain municipal bond insurance, and such insurance is issued by a mutual insurance company, the Authorized Officers are each hereby authorized to enter into any required mutual insurance agreement substantially in such insurer's standard form with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of such agreement by such Authorized Officer.

**Section 7. Redemption Provisions.** (a) *Optional Redemption.* The Series 2025 Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Series 2025 Bonds shall not be subject to optional redemption.

(b) *Selection.* If less than all of the Series 2025 Bonds, if any, are subject to such redemption and are called for redemption, such Series 2025 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Series 2025 Bonds of any given maturity are called for redemption, the portions of such Series 2025 Bonds of a given maturity to be redeemed shall be determined by lot in any manner deemed fair by the Paying Agent (or as otherwise set forth in the Bond Purchase Agreement).

(c) *Mandatory Sinking Fund Redemption.* The Series 2025 Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately or as otherwise directed by the District by the amount of any Series 2025 Bonds of that maturity redeemed in accordance with subsection (a) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Series 2025 Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller is hereby authorized to create such sinking funds or accounts for the term Series 2025 Bonds as shall be necessary to accomplish the purposes of this Section.

(d) *Notice of Redemption.* Notice of any redemption of the Series 2025 Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the

addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series 2025 Bonds and the date of issue of the Series 2025 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series 2025 Bonds and the dates of maturity or maturities of Series 2025 Bonds to be redeemed; (vi) if less than all of the Series 2025 Bonds of a series of any maturity are to be redeemed, the distinctive numbers of the Series 2025 Bonds of each maturity of such series to be redeemed; (vii) in the case of Series 2025 Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series 2025 Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series 2025 Bonds of a series to be redeemed; (ix) a statement that such Series 2025 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series 2025 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Series 2025 Bonds or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Series 2025 Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Series 2025 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series 2025 Bonds at the place specified in the notice of redemption, such Series 2025 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series 2025 Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the interest and sinking fund or the trust fund established for such purpose. All Series 2025 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Series 2025 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the interest and sinking fund established for the Series 2025 Bonds or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series 2025 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Series 2025 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) *Funds for Redemption.* Prior to or on the redemption date of any Series 2025 Bonds there shall be available in the interest and sinking fund of the District established for the Series 2025 Bonds, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Series 2025 Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Series 2025 Bonds to be redeemed upon presentation and surrender of such Series 2025 Bonds, provided that all monies in the interest and sinking fund of the District established for the Series 2025 Bonds shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the interest and sinking fund of the District established for the Series 2025 Bonds, unless otherwise provided to be paid from such monies held in trust. If, after all of the Series 2025 Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the interest and sinking fund of the District established for the Series 2025 Bonds or otherwise held in trust for the payment of the redemption price of the Series 2025 Bonds, the monies shall be held in or returned or transferred to any interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of Bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such Bonds. If no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Series 2025 Bonds all or any part of the principal, interest and premium, if any, on the Series 2025 Bonds at the times and in the manner provided herein and in the Series 2025 Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District and the County as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District to such Owners hereunder and under the Series 2025 Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series 2025 Bonds, but only out of monies on deposit in the interest and sinking fund established for the Series 2025 Bonds or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Series 2025 Bonds by depositing in trust with the Paying Agent, or an escrow agent selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the interest and sinking fund of the District established for the Series 2025 Bonds, be fully sufficient to pay and discharge the indebtedness on such Series 2025 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.



(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Series 2025 Bonds and remaining unclaimed for two years after the principal of all of the Series 2025 Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to any interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from the fund; or, if no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

**Section 8. Paying Agent.** (a) *Appointment; Payment of Fees and Expenses.* This Board of Trustees does hereby consent to and confirm the appointment of The Bank of New York Mellon Trust Company, N.A., to act as the initial paying agent for the Series 2025 Bonds. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Series 2025 Bonds, or from the interest and sinking fund of the District established for the Series 2025 Bonds, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, such fees and expenses shall be paid by the District.

(b) *Resignation, Removal and Replacement of Paying Agent.* The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be the Treasurer of the County, including his or her designated agents and any third party that the Treasurer contracts with to perform the services of Paying Agent under this Resolution, or any bank, trust company, national banking association or other financial institution, doing business in and having a corporate trust office in California, with at least \$100,000,000 in net assets.

(c) *Principal Corporate Trust Office.* The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Series 2025 Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose, which includes the office of the Treasurer of the County, or the office of the Treasurer's designated agents, if the Treasurer of the County is acting in the capacity of Paying Agent. If no office is so designated for a particular purpose, such functions shall be conducted at the office of The Bank of New York Mellon Trust Company, N.A. in Los Angeles, California, or the principal corporate trust office of any successor Paying Agent.

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office, sufficient books for the registration and transfer of the Series 2025 Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Series 2025 Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Series 2025 Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

(e) *Merger or Consolidation.* Any bank, national banking association or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (b) of this Section shall be the successor to such Paying Agent, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System.** (a) *Appointment of Depository; Book-Entry System.* Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for each series of the Series 2025 Bonds and the Series 2025 Bonds shall be issued in book-entry form only, and shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. One bond certificate shall be issued for each maturity of each series or subseries of the Series 2025 Bonds; provided, however, that if different CUSIP numbers are assigned to Series 2025 Bonds of a series or subseries maturing in a single year or, if Series 2025 Bonds of the same series or subseries maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Series 2025 Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) *Transfers.* In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series 2025 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series 2025 Bond for each maturity shall be executed and delivered (in the aggregate principal amount of such Series 2025 Bonds then outstanding), registered in the name of such successor or such substitute

depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon receipt of the outstanding Series 2025 Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series 2025 Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Series 2025 Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Series 2025 Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) *Partial or Advance Refundings.* In the case of partial redemption or an advance refunding of the Series 2025 Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Series 2025 Bonds indicating the date and amounts of such reduction in principal.

(d) *Treatment of Registered Owner.* The District and the Paying Agent shall be entitled to treat the person in whose name any Series 2025 Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series 2025 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Series 2025 Bonds.

(e) *Form of Payment.* So long as the outstanding Series 2025 Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Series 2025 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

**Section 10. Transfer and Exchange.** (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Series 2025 Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2025 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Series 2025 Bond or Series 2025 Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2025 Bond or Series 2025 Bonds, of the same series, maturity, Interest Payment Date and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by any Owner of Series 2025 Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Series 2025 Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2025 Bonds for redemption, and (ii) after any Series 2025 Bond has been selected for redemption.

(b) *Exchange.* The Series 2025 Bonds may be exchanged for Series 2025 Bonds of other authorized denominations of the same series, maturity, Interest Payment Date and interest rate or rates, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2025 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Series 2025 Bond or Series 2025 Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2025 Bond or Series 2025 Bonds of the same series, maturity and interest payment mode and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Series 2025 Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2025 Bonds for redemption, and (ii) after any Series 2025 Bond has been selected for redemption.

**Section 11. Bond Purchase Agreement; Sale of Bonds.** (a) *Bond Purchase Agreement.* The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series 2025 Bonds shall not be in excess of 6.0%, (b) the interest rates on the Series 2025 Bonds shall not exceed 8.00% per annum, (c) the ratio of total debt service to principal of the Series 2025 Bonds shall not exceed four to one, (d) the Underwriter's discount for the sale of Series 2025 Bonds shall not exceed 1.50% of the principal amount of such Series 2025 Bonds (exclusive of any costs of issuance the Underwriter contracts to pay), and (e) the Series 2025 Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Series 2025 Bonds, and the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Payment Dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, if any.

(b) *Method of Sale.* The Board of Trustees hereby finds and determines that the sale of the Series 2025 Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Series 2025 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Series 2025 Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

(c) *Reserves and Capitalized Interest.* In accordance with subsections (i) and (j) of Section 15146 of the California Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the interest and sinking fund of the District established for the Series 2025 Bonds proceeds of sale of the Series 2025 Bonds (in addition to any premium or accrued interest received by the District) to fund (i) an annual reserve permitted by Section 15250 of the California Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Series 2025 Bonds for a period of two years from the date of issuance of the Series 2025 Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

(d) *Good Faith Estimates.* In accordance with California Government Code Section 5852.1 and subsection (b)(1)(D) of Section 15146 of the California Education Code, good faith estimates of the following have been obtained from the Municipal Advisor and the Underwriter and are set forth on Exhibit A attached hereto: (i) the true interest cost of the Series 2025 Bonds, (ii) the sum of all fees and charges paid to third parties with respect to the Series 2025 Bonds, (iii) the amount of proceeds of the Series 2025 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2025 Bonds, and (iv) the sum total of all debt service payments on the Series 2025 Bonds calculated to the final maturity of the Series 2025 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Series 2025 Bonds. In accordance with Section 15146(d) of the California Education Code, the actual costs associated with the issuance of the Series 2025 Bonds shall be presented to this Board of Trustees at its next scheduled public meeting following the sale of the Series 2025 Bonds.

(e) *Costs of Issuance.* In accordance with subsection (h) of Section 15146 of the California Education Code, to the extent not contracted to be paid by the Underwriter, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a paying agent set forth in Section 8, as cost of issuance administrator, proceeds of sale of the Series 2025 Bonds (exclusive of any premium or accrued interest received by the District) in an amount not exceeding 2.00% of the principal amount of the Series 2025 Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series 2025 Bonds.

**Section 12. Continuing Disclosure Certificate.** The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

**Section 13. Preliminary Official Statement.** The Preliminary Official Statement to be distributed in connection with the public offering of the Series 2025 Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such

changes, insertions and omissions as may be approved by an Authorized Officer, is hereby approved, and the use of such Preliminary Official Statement by the Underwriter in connection with the offering and sale of the Series 2025 Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to the Preliminary Official Statement prior to the offering and sale of the Series 2025 Bonds, the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2025 Bonds, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to the Board of Trustees of a revised draft of the Preliminary Official Statement with accompanying directions and instructions to members of the Board of Trustees to review the revised Preliminary Official Statement and provide comments to such Authorized Officer.

**Section 14. Official Statement.** The preparation and delivery of an Official Statement with respect to the Series 2025 Bonds, and its use by the Underwriter in connection with the offering and sale of the Series 2025 Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series 2025 Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Series 2025 Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

**Section 15. Investment of Proceeds.** (a) *Deposit of Proceeds.* As provided in subsection (g) of Section 15146 of the California Education Code, (i) except as permitted by subsections (h), (i) or (j) of Section 15146 of the California Education Code, the proceeds of the sale of the Series 2025 Bonds, exclusive of any premium or accrued interest received by the District, shall be deposited in the County treasury to the credit of the building fund of the District established for the Series 2025 Bonds, (ii) the proceeds deposited in the building fund of the District established for the Series 2025 Bonds shall be drawn out as other school moneys are drawn out, and (iii) the bond proceeds withdrawn shall not be applied to any purposes other than those for which the Series 2025 Bonds were issued. In accordance with subsection (g) of Section 15146 of the California Education Code, at no time shall the proceeds of the Series 2025 Bonds be withdrawn by the District for investment outside the County treasury. Amounts in the building fund of the District established for the Series 2025 Bonds shall be invested so as to be available for the aforementioned disbursements and the District shall keep a written record of such disbursements. Pursuant to subsection (g) of Section 15146 of the California Education Code, any premium or accrued interest received by the District from the sale of the Series 2025 Bonds, shall be deposited in the interest and sinking fund of the District established for the Series 2025 Bonds.

(b) *Investment of Proceeds.* All funds held in the interest and sinking fund of the District established for the Series 2025 Bonds shall be invested at the discretion of the Treasurer of the County pursuant to State law, including California Government Code Section 53601 *et. seq.*,

and the investment policy of the County, as either may be amended or supplemented from time to time. Proceeds of the Series 2025 Bonds held in the building fund of the District established for the Series 2025 Bonds shall be invested at the discretion of the Treasurer of the County pursuant to State law, including California Government Code Section 53601 *et. seq.*, and the investment policy of the County, as either may be amended or supplemented from time to time.

(c) *Investment Agreements.* To the extent permitted by law, at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District established for the Series 2025 Bonds may be invested on behalf of the District, in investment agreements, including guaranteed investment contracts, float contracts or other investment products (collectively, "Investment Agreements"), which comply with the requirements of each rating agency then rating the Series 2025 Bonds necessary in order to maintain the then-current rating on the Series 2025 Bonds. Pursuant to Section 5922 of the California Government Code, the Board of Trustees hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Series 2025 Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Series 2025 Bonds and funds held to pay the Series 2025 Bonds.

**Section 16. Tax Covenants.** (a) *General.* The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on any Tax-Exempt Series 2025 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of any Tax-Exempt Series 2025 Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series 2025 Bonds.

(b) *Yield Restriction.* In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer of the County on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer of the County in writing, and the District shall make its best efforts to ensure that the Treasurer of the County shall take such action as may be necessary in accordance with such instructions.

(c) *Reliance on Opinion of Bond Counsel.* Notwithstanding any provision of this Section, if the District shall provide to the Treasurer of the County an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on any Tax-Exempt Series 2025 Bonds under Section 103 of the Code, the Treasurer of the County may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and each Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

(d) *Bank Qualified Designation.* If it is reasonably anticipated that the amount of qualified tax-exempt obligations which has been and will be issued by the District, or by any other

entity on behalf of the District, in a calendar year in which Tax-Exempt Series 2025 Bonds are issued hereunder, does not exceed \$10,000,000, each Authorized Officer is authorized to designate such Tax-Exempt Series 2025 Bonds to be qualified tax-exempt obligations pursuant to Section 265(b)(3)(B) of the Code.

**Section 17. Professional Services.** Isom Advisors, a Division of Urban Futures, Inc. shall serve as Municipal Advisor to the District for the Series 2025 Bonds. Orrick, Herrington & Sutcliffe LLP shall serve as bond counsel and disclosure counsel to the District for the Series 2025 Bonds. D.A. Davidson & Co., shall serve as Underwriter for the Series 2025 Bonds.

**Section 18. Delegation of Authority.** The Authorized Officers are, and each of them is, hereby authorized and directed, jointly and severally, to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments, and to do and cause to be done any and all things, which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

**Section 19. Approval of Actions.** All actions heretofore taken by the officers, employees and agents of the District with respect to the issuance and sale of the Series 2025 Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

**Section 20. Debt Management Policy; Notice to California Debt and Investment Advisory Commission.** With the passage of this Resolution, the Board of Trustees hereby certifies that the Debt Management Policy complies with California Government Code Section 8855(i), and that the Series 2025 Bonds authorized to be issued pursuant to this Resolution are consistent with such policy, and instructs Bond Counsel, on behalf of the District, with respect to each series of Series 2025 Bonds issued pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Series 2025 Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

**Section 21. Electronic Signatures; DocuSign.** The Board of Trustees hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

**Section 22. Filing with County.** The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Series 2025 Bonds, and to file with the Auditor-Controller and with the Treasurer of the County a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment of interest on the Series 2025 Bonds, and to file with the Treasurer of the County a proposed schedule of draws on the building fund of the District established for the Series 2025



Bonds, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District's request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series 2025 Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series 2025 Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series 2025 Bonds the principal, interest, and premium, if any, due on the Series 2025 Bonds in each year, and to create in the County treasury to the credit of the District a building fund and an interest and sinking fund for the Series 2025 Bonds pursuant to Section 15146 of the California Education Code.

**Section 23. Contract with Bondholders.** The provisions of this Resolution shall be a contract with each and every Owner of Bonds and the duties of the District and of the Board of Trustees and the officers of the District shall be enforceable by any Owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

**Section 24. Amendments.** This Resolution may be modified or amended without the consent of the Owners of the Series 2025 Bonds (a) to add to the covenants and agreements of the District in this Resolution contained other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the District, (b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Resolution, (c) to permit the qualification of this Resolution under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, (d) to cause interest on any Tax-Exempt Series 2025 Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and (e) in any other respect whatsoever as the District may deem necessary or desirable, provided that such modification or amendment does not, as set forth in a written certificate of the District, materially adversely affect the interests of the Owners hereunder. For any other purpose, this Resolution may be modified or amended only with the consent of the Owners of a majority of the aggregate principal amount of all Series 2025 Bonds then outstanding; provided that any such modification or amendment to Section 6(f) or Section 23 shall require the consent of the Owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Series 2025 Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the Owners so affected.

**Section 25. Indemnification of County.** The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors of the County authorizing the District to issue and sell the Series 2025 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 26. Effective Date.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND ADOPTED** this day, February 10, 2025.

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President of the Board of Trustees  
of the Cutten School District

ATTEST:

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Clerk of the Board of Trustees  
of the Cutten School District

## EXHIBIT A

### GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series 2025 Bonds in compliance with Section 15146(b)(1)(D) of the California Education Code and Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the District by Isom Advisors, a Division of Urban Futures, Inc., as the District's financial advisor under California Education Code Section 15146(b)(1)(C) and the District's municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and by D.A. Davidson & Co., the underwriter of the Series 2025 Bonds (the "Underwriter").

*Principal Amount.* The Municipal Advisor and the Underwriter have informed the District that, based on the District's financing plan and market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Series 2025 Bonds to be sold in a public offering is \$2,500,000 (the "Estimated Principal Amount").

*True Interest Cost of the Series 2025 Bonds.* The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Series 2025 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2025 Bonds, is 4.75%.

*Finance Charge of the Series 2025 Bonds.* The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Series 2025 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2025 Bonds), is \$193,500, as follows:

a)	Underwriter's Discount	\$37,500
b)	Credit Enhancement*	--
c)	Bond Counsel and Disbursements	40,000
d)	Disclosure Counsel and Disbursements	20,000
e)	Municipal Advisor and Disbursements	67,500
f)	Rating Agency	20,900
g)	Other Expenses	7,600

\* A municipal bond insurance policy with respect to the Series 2025 Bonds is not expected to be obtained unless economically advantageous to the District.

*Amount of Proceeds to be Received.* The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of

the Series 2025 Bonds, less the finance charge of the Series 2025 Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Series 2025 Bonds, is \$2,344,000.

*Total Payment Amount.* The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2025 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2025 Bonds, plus the estimated finance charge for the Series 2025 Bonds, as described above, not paid with the proceeds of the Series 2025 Bonds, calculated to the final maturity of the Series 2025 Bonds, is \$5,120,150.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series 2025 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Series 2025 Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Series 2025 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series 2025 Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Series 2025 Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series 2025 Bonds and the actual principal amount of Series 2025 Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Series 2025 Bonds will depend on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter. The Board of Trustees has approved the issuance of the Series 2025 Bonds with a maximum true interest cost of 6.00%.

**EXHIBIT B**

**FORM OF SERIES 2025 BOND**

Number **UNITED STATES OF AMERICA** **Amount**  
R-\_\_ **STATE OF CALIFORNIA** \$ \_\_\_\_\_  
**COUNTY OF HUMBOLDT**

**CUTTEN SCHOOL DISTRICT**  
**(HUMBOLDT COUNTY, CALIFORNIA)**  
**GENERAL OBLIGATION BONDS, ELECTION OF 2024, SERIES 2025**

Maturity Date      Interest Rate      Dated as of      CUSIP No.  
August 1, 20\_\_      \_\_\_\_%      \_\_\_\_\_, 20\_\_      \_\_\_\_\_

Registered Owner:      CEDE & CO.

Principal Amount:      \_\_\_\_\_ DOLLARS

Cutten School District, County of Humboldt, State of California (the “District”), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns (the “Registered Owner”), on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Series 2025 Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date, or unless this Series 2025 Bond is authenticated on or before \_\_\_\_\_ 15, 20\_\_, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on \_\_\_\_\_ 1, 20\_\_, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Series 2025 Bond is issued pursuant to a Resolution adopted by the Board of Trustees of the District on February 10, 2025 (the “Resolution”). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., the paying agent/registrars and transfer agent of the District (the “Paying Agent”). Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date (the “Record Date”), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner’s address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Series 2025 Bonds aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer in immediately available funds to an

account maintained in the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Series 2025 Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$ \_\_\_\_\_, and designated as "Cutten School District (Humboldt County, California) General Obligation Bonds, Election of 2024, Series 2025" (the "Series 2025 Bonds"). The Series 2025 Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 5, 2024. The Series 2025 Bonds are issued and sold by the Board of Trustees of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated \_\_\_\_\_, 2025 (the "Bond Purchase Agreement"), by and between the District and D.A. Davidson & Co., as underwriter.

The Series 2025 Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Series 2025 Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Series 2025 Bonds may be exchanged for a like aggregate principal amount of Series 2025 Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Series 2025 Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Series 2025 Bond. Upon such transfer, a new Series 2025 Bond or Series 2025 Bonds of authorized denomination or denominations of the same tenor, interest payment mode, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Series 2025 Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Series 2025 Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

The Board of Trustees of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Series 2025 Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Series 2025 Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Series 2025 Bond; and that this Series 2025 Bond is in substantially the form prescribed by order of the Board of Trustees of the District

duly made and entered on its minutes. The Series 2025 Bonds represent an obligation payable out of the interest and sinking fund of the District established for the Series 2025 Bonds, and the money for the payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

Unless this Series 2025 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Paying Agent for registration of transfer, exchange, or payment, and any Series 2025 Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Series 2025 Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

**IN WITNESS WHEREOF**, the Board of Trustees of the Cutten School District, County of Humboldt, State of California, has caused this Series 2025 Bond to be signed by its President and countersigned by the Clerk of said Board, as of the date set forth above.

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President of the Board of Trustees of the  
Cutten School District

Countersigned:

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Clerk of the Board of Trustees of the  
Cutten School District

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This is one of the Series 2025 Bonds described in the within-mentioned Resolution and authenticated and registered on \_\_\_\_\_.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., AS PAYING  
AGENT**

By: \_\_\_\_\_  
Authorized Officer



## ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned Series 2025 Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

\_\_\_\_\_  
I.D. Number

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Series 2025 Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: \_\_\_\_\_

Signature Guarantee: \_\_\_\_\_

Note: Signature must be guaranteed by an eligible guarantor institution.

**CLERK'S CERTIFICATE**

I, Dennis Reinholtsen, Clerk of the Board of Trustees of the Cutten School District, County of Humboldt, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District held at the regular meeting place thereof on February 10, 2025, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 2060 Ridgewood Drive, Cutten, California, a location freely accessible to members of the public, and on the District's website at <https://cuttensd.org/board-agendas-and-minutes/>, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2025

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Clerk of the Board of Trustees of Cutten  
School District

§[PAR]  
CUTTEN SCHOOL DISTRICT  
(HUMBOLDT COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS, ELECTION OF 2024, SERIES 2025

**BOND PURCHASE AGREEMENT**

[Sale Date], 2025

Cutten School District  
4182 Walnut Drive  
Eureka, CA 95503

The undersigned, D.A. Davidson & Co. (the “Underwriter”), acting on its own behalf and not as a fiduciary or agent of any other party, hereby offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with the Cutten School District (the “District”) which, upon the acceptance hereof, will be binding upon the District and the Underwriter. By execution of this Purchase Agreement, the District acknowledges the terms hereof and recognizes that it will be bound by certain of the provisions hereof, and to the extent binding on the District, acknowledges and agrees to such terms. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at or prior to 11:59 P.M., California time, on the date hereof.

**Section 1. Purchase and Sale of the Series 2025 Bonds.** (a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District for reoffering to the public and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the §[PAR] aggregate principal amount of the Cutten School District (Humboldt County, California) General Obligation Bonds, Election of 2024, Series 2025 (the “Series 2025 Bonds”).

(b) The Underwriter shall purchase the Series 2025 Bonds at a price of \$[ ] (the “Purchase Price”) (which represents the aggregate principal amount of the Series 2025 Bonds, [plus/less] [net] original issue [premium/discount] of \$[ ], and less Underwriter’s discount in the amount of \$[ ]).] [From the Purchase Price, the Underwriter shall withhold and hereby agrees to wire on the Closing (as defined below), in immediately available funds to The Bank of New York Mellon Trust Company, N.A., as costs of issuance custodian (the “COI Custodian”), the amount of \$[ ] to pay the costs of issuance of the Series 2025 Bonds as provided in Section 11 hereof, such amount not exceeding two percent (2%) of the principal amount of the Series 2025 Bonds in accordance with California Education Code Section 15146(h). The remaining amount of the Purchase Price (\$[ ]), shall be paid by wire transfer to or upon the order of the County of Humboldt, California (the “County”) on behalf of the District on the Closing.

(c) The District acknowledges and agrees that: (i) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter; (ii) the Underwriter is acting solely as underwriter and principal in connection with the matters contemplated by and with respect to all communications under this Purchase Agreement, including the process leading thereto, and is not acting as the agent or fiduciary of the District or as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of the District and its advisors in connection with the matters contemplated by this Purchase Agreement; (iii) the Underwriter has financial and other interests that differ from those of the District; (iv) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering of the Series 2025 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the District on other matters) nor has it assumed any other obligation to the District except the obligations expressly set forth in this Purchase Agreement; and (v) in connection with the purchase and sale of the Series 2025 Bonds, the District has consulted its own financial, legal and other advisors to the extent it has deemed appropriate. The District also acknowledges that it previously received from the Underwriter a letter regarding the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 Disclosures, and that it has provided to the Underwriter an acknowledgement of such letter.

**Section 2. The Series 2025 Bonds.** (a) The Series 2025 Bonds shall be dated their date of delivery. The Series 2025 Bonds shall be issued in the principal amounts, shall bear interest at the rates, with the yield to maturity or redemption (as applicable), shall be subject to redemption, and shall mature on the dates and in the years all as set forth in Exhibit A hereto, which is incorporated herein by this reference. The Series 2025 Bonds shall be issued in fully registered form, in the authorized denominations of \$5,000 or any integral multiple thereof. The Series 2025 Bonds shall bear interest payable from the date thereof and such interest [on the Series 2025 Bonds maturing on and after [\_\_\_\_\_] (the "Tax-Exempt Bonds")] shall be payable on each February 1 and August 1, commencing August 1, 2025. [Interest on the Series 2025 Bonds maturing on [\_\_\_\_\_] , which will be issued on a federally taxable basis (the "Federally Taxable Bonds") shall be payable at maturity thereof.] The Series 2025 Bonds shall be in definitive form, shall bear CUSIP numbers, and shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

(b) The Series 2025 Bonds shall be issued and secured pursuant to the provisions of the Resolution of the Board of Trustees of the District (the "Board of Trustees") adopted on February 10, 2025 (the "Resolution"), this Purchase Agreement and Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"). The Series 2025 Bonds were authorized under and pursuant to a bond authorization approved by more than 55% of the voters of the District voting at an election held on November 5, 2024 (the "Election") approving an amount not more than \$5,000,000.00 of general obligation bonds of the District. The Series 2025 Bonds are being issued to provide funding for projects authorized by voters at the Election as further described in the Preliminary Official Statement (defined herein). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

(c) [The payment of principal of and interest on the Bonds [maturing on August 1 in the years 20[\_\_\_] through 20[\_\_\_][, inclusive] ([collectively,] the "[Insured] Bonds") will be secured

by a municipal bond insurance policy (the “Policy”) to be issued simultaneously with the issuance of the [Insured] Bonds by [ ] (the “Insurer”).]

(d) In order to assist the Underwriter with compliance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the “Rule”), the District will enter into the Continuing Disclosure Certificate, dated the date of Closing (the “Continuing Disclosure Certificate”).

(e) The Series 2025 Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Resolution.

**Section 3. Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Series 2025 Bonds, this Purchase Agreement, the Preliminary Official Statement (defined below), the Official Statement (defined below), the Resolution and the Continuing Disclosure Certificate, and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

**Section 4. Public Offering of the Series 2025 Bonds.** The Underwriter agrees to make a bona fide initial public offering of all the Series 2025 Bonds at prices no higher than, or yields not lower than, those set forth on Exhibit A hereto. Subsequent to such initial public offering but subject to the provisions set forth in Section 5 below, the Underwriter reserves the right to lower such initial offering prices as the Underwriter deems necessary in connection with the marketing of the Series 2025 Bonds; provided, however, that the Underwriter shall not change the interest rates set forth in Exhibit A. Subject to the provisions set forth in Section 5 below, the Underwriter may offer and sell the Series 2025 Bonds to certain dealers (including dealers depositing the Series 2025 Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth on Exhibit A hereto. The Underwriter also reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Series 2025 Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

**Section 5. Establishment of Issue Price.** (a) The Underwriter agrees to assist the District in establishing the issue price of the [Tax-Exempt][Series 2025] Bonds and shall execute and deliver to the District at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the [Tax-Exempt][Series 2025] Bonds. All actions to be taken by the District under this section to establish the issue price of the [Tax-Exempt][Series 2025] Bonds may be taken on behalf of the District by the District’s municipal advisor, Isom Advisors, a Division of Urban Futures, Inc. (the “Municipal Advisor”), and any notice or report to be provided to the District may be provided to the District’s Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the District will treat the first price (meaning single) at which 10% of each maturity of the [Tax-Exempt][Series 2025]

Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of [Tax-Exempt][Series 2025] Bonds. If at that time the 10% test has not been satisfied as to any maturity of the [Tax-Exempt][Series 2025] Bonds, unless the hold-the-offering-price rule (described below) applies, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold [Tax-Exempt][Series 2025] Bonds of that maturity to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the date of Closing (as defined herein) has occurred, until either (i) the Underwriter has sold all [Tax-Exempt][Series 2025] Bonds of that maturity or (ii) the 10% test has been satisfied as to the [Tax-Exempt][Series 2025] Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the District or Bond Counsel (as defined herein). For purposes of this Section, if [Tax-Exempt][Series 2025] Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the [Tax-Exempt][Series 2025] Bonds.

(c) The Underwriter confirms that it has offered the [Tax-Exempt][Series 2025] Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the [Tax-Exempt][Series 2025] Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the [Tax-Exempt][Series 2025] Bonds, the Underwriter will neither offer nor sell unsold [Tax-Exempt][Series 2025] Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the [Tax-Exempt][Series 2025] Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the District promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the [Tax-Exempt][Series 2025] Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) unless the hold-the-offering-price rule applies to a maturity, any selling group agreement and any third-party distribution agreement relating to the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (A) to report the prices at which it sells to the public the unsold [Tax-Exempt][Series 2025] Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all [Tax-Exempt][Series 2025] Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the [Tax-Exempt][Series 2025] Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter;

(ii) to promptly notify the Underwriter of any sales of [Tax-Exempt][Series 2025] Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public (each such term being used as defined below); and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) unless the hold-the-offering-price rule applies to a maturity, report the prices at which it sells to the public the unsold [Tax-Exempt][Series 2025] Bonds of each maturity allocated to it, whether or not the date of Closing has occurred, until either all [Tax-Exempt][Series 2025] Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the [Tax-Exempt][Series 2025] Bonds of that maturity, provided that, the reporting obligation after the date of Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The District acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection

with the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the [Tax-Exempt][Series 2025] Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the [Tax-Exempt][Series 2025] Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the [Tax-Exempt][Series 2025] Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the [Tax-Exempt][Series 2025] Bonds, as set forth in the third-party distribution agreement and the related pricing wires.

(f) The Underwriter acknowledges that sales of any [Tax-Exempt][Series 2025] Bonds to any person that is a related party to an underwriter participating in the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party;

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the [Tax-Exempt][Series 2025] Bonds to the public);

(3) a purchaser of any of the [Tax-Exempt][Series 2025] Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “sale date” means the date of execution of this Purchase Agreement by all parties.

**Section 6. Official Statement.** (a) The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Series 2025 Bonds, dated [\_\_\_\_], 2025 (as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, the “Preliminary Official Statement”). The District



represents that it deems the Preliminary Official Statement to be final as of its date, except for either revisions or additions to the offering price(s), interest rate(s), yield(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Series 2025 Bonds which depend upon the foregoing as provided in and pursuant to the Rule. By the execution of this Purchase Agreement, the District ratifies the use by the Underwriter of the Preliminary Official Statement.

(b) The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto, and as disseminated in its printed physical form or in electronic form in all respects materially consistent with such physical form, being herein called the "Official Statement") in such quantities as may be requested by the Underwriter in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the MSRB; provided, however, that the failure of the District to comply with this requirement due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay the Purchase Price for the Series 2025 Bonds. The Underwriter agrees that prior to the time the final Official Statement relating to the Series 2025 Bonds is available, the Underwriter will send to any potential purchaser of the Series 2025 Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

(c) The Underwriter agrees to file the Official Statement with the MSRB through its Electronic Municipal Market Access system.

(d) Each party hereto agrees that it will notify the other party hereto if, within the period from the date of this Purchase Agreement to and including the date which is 25 days following the End of the Underwriting Period (as hereinafter defined), such party discovers any pre-existing or subsequent fact or becomes aware of the occurrence of any event, in any such case which might cause the Official Statement (as the same may have been theretofore supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the written opinion of the District or the Underwriter, the preparation and publication of a supplement or amendment to the Official Statement is, as a result of such fact or event (or any other event which becomes known to the District or the Underwriter during such period), necessary so that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall, at its expense, supplement or amend the Official Statement in such a manner so that the Official Statement, as so supplemented or amended, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and furnish copies of such supplement or amendment to the Underwriter in such numbers as the Underwriter may reasonably request. The District and the

Underwriter agree that they will cooperate in the preparation of any such amendment or supplement. As used herein, the term “End of the Underwriting Period” means the later of such time as (i) the District delivers the Series 2025 Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Series 2025 Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the “End of the Underwriting Period” shall be deemed to be the date of Closing. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the date of Closing, and shall specify a date (other than the date of Closing) to be deemed the End of the Underwriting Period.

**Section 7. Closing.** At 9:00 a.m., California time, on [CLOSING], 2025, or at such other time or on such other date as shall have been mutually agreed upon by the parties hereto (the “Closing”), the District will direct The Bank of New York Mellon Trust Company, N.A., as the paying agent (the “Paying Agent”) to deliver to the Underwriter, through the facilities of DTC, or at such other place as the District and the Underwriter may mutually agree upon, the Series 2025 Bonds in fully registered book-entry form, duly executed, and shall cause the other documents hereinafter mentioned to be delivered at the offices of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) in Irvine, California. Upon fulfillment of all conditions to Closing herein, the Underwriter will accept such delivery and pay the Purchase Price thereof in immediately available funds (by wire transfer or such other manner of payment as the Underwriter and the District shall reasonably agree upon) to the account of the District.

**Section 8. Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) The District is a school district duly organized and validly existing under the laws of the State of California (the “State”), with the power to issue the Series 2025 Bonds under the laws of the State and pursuant to the Act;

(b) (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Series 2025 Bonds; (ii) the Resolution was duly adopted at a meeting of the Board of Trustees, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption, and the Resolution has not been amended, modified or rescinded, (iii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Resolution, to issue and to deliver the Series 2025 Bonds to the Underwriter, to perform its obligations under each such document or instrument and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Resolution; (iv) the execution and delivery or adoption of and the performance by the District of the obligations represented by, the Series 2025 Bonds, the Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (v) this Purchase Agreement constitutes, and, when executed and delivered, the Continuing Disclosure Certificate will constitute, a valid and legally binding obligation of the District, enforceable against the District in accordance with its terms; and (vi) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement;

(c) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Series 2025 Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Series 2025 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained;

(d) The District has complied with the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the [Tax-Exempt][Series 2025] Bonds;

(e) As of the time of acceptance hereof and as of the time of the Closing, the District is not and will not be, in any manner which would adversely affect the transactions contemplated hereby and by the Resolution, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would adversely affect the transactions contemplated hereby and by the Resolution, a default or event of default under any such instrument; and, as of such times, to the best knowledge of the District, the issuance of the Series 2025 Bonds, the execution, delivery and performance of this Purchase Agreement, the Resolution, the Continuing Disclosure Certificate and the Series 2025 Bonds and the compliance with the provisions hereof and thereof and of the Resolution do not conflict with or constitute on the part of the District a violation of, or material default under, any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject;

(f) Except as described in the Preliminary Official Statement and the Official Statement, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or the titles of the officials of the District to such offices; (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Series 2025 Bonds, the application of the proceeds of the sale of the Series 2025 Bonds, or the levy of any taxes contemplated by the Resolution or the pledge thereof to the payment of the Series 2025 Bonds, or in any way contesting or affecting the validity or enforceability of the Series 2025 Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Resolution or contesting the powers of the District or its authority with respect to the Series 2025 Bonds, the Continuing Disclosure Certificate, the Resolution or this Purchase Agreement; (iii) contesting the completeness or accuracy of the Preliminary Official Statement; or (iv) except as disclosed in the Preliminary Official Statement and the Official Statement, in which a final adverse decision could (A) result in any material adverse impact on the financial condition

of the District, (B) materially adversely affect the finances or operations of the District or the consummation of the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Certificate or the Resolution, (C) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (D) adversely affect the exclusion of the interest paid on the [Tax-Exempt][Series 2025] Bonds from gross income for federal income tax purposes or the exemption of such interest on the Series 2025 Bonds from California personal income taxation;

(g) Preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the Board of Trustees of the District, and the information contained therein (excluding the statements and information relating to the book entry system[, any information relating to the Insurer or the Policy] and any information provided by the Underwriter, and so identified as source thereof, for inclusion in the Official Statement) is true and correct in all material respects and such information does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except that no representation and warranty is made concerning statements and information relating to the book entry system[, any information relating to the Insurer or the Policy] or any information provided by the Underwriter, and so identified as source thereof, for inclusion in the final Official Statement;

(h) The Preliminary Official Statement was as of its date, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain, and up to and including the Closing will contain, no material misstatement of any material fact and do not, and up to and including the Closing will not, omit to state any material fact necessary to make the statements contained therein, in light of the circumstances in which such statements were made, not misleading. At the time of the Closing, there shall not have been any material adverse changes in the financial condition of the District since the date of the Official Statement;

(i) The District agrees that if at any time before the Closing any event occurs as a result of which the Official Statement as then in effect would include any untrue statement of a material fact or omit to state any fact necessary to make the statements made therein not misleading in any material respect, the District shall promptly prepare an amendment or supplement that will correct such statement or omission. The District will advise the Underwriter promptly of any proposal to so amend or supplement the Official Statement and will effect such amendment or supplement in a form and manner approved by the Underwriter;

(j) The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Series 2025 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;

(k) To assist the Underwriter in complying with the Rule, the District will undertake, pursuant to the Resolution and the Continuing Disclosure Certificate, to provide annual reports

and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement;

(l) Except as disclosed in the Preliminary Official Statement and the Official Statement, in the preceding five years, the District has not failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events required by such undertakings;

(m) Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District nor any other entity or person on behalf of and at the request of the District will have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement;

(n) The District agrees to take all steps required by law and by the County to ensure that the Board of Supervisors of the County annually levies a tax upon all taxable property in the District sufficient to pay the principal of and interest on the Series 2025 Bonds as and when the same become due;

(o) The audited financial statements of the District for the fiscal year ended June 30, 2024, were prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial position and results of operation of the District for the period and at the date set forth therein, and there has been no material adverse change in the business, affairs, financial position, results of operations or condition, financial or otherwise, of the District since the date of such financial statements, except as otherwise disclosed in the Official Statement, and no further consent is required to be obtained for the inclusion of such audited financial statements, including the accompanying accountant's letter, in the Preliminary Official Statement and the Official Statement;

(p) The District has not received a qualified or negative certification in its most recent interim report pursuant to Section 42130 *et seq.* of the California Education Code;

(q) The District will apply the proceeds from the sale of the Series 2025 Bonds for the purposes specified in the Resolution and as described in the Official Statement; and

(r) Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

**Section 9. Conditions to Closing.** (a) The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(1) The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true,

complete and correct in all material respects on the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

(2) At the time of the Closing, (A) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the parties hereto; (B) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (C) the District shall perform or has performed all of its obligations required under or specified in the Resolution, this Purchase Agreement or the Official Statement to be performed at or prior to the Closing;

(3) No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), and no action, suit, proceeding, hearing or investigation, shall be pending (in which service of process has been completed against the District) or, to the best knowledge of the District, threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution, sale or delivery of any of the Series 2025 Bonds, (B) in any way contesting or affecting the authority for the execution, sale or delivery of the Series 2025 Bonds, the Continuing Disclosure Certificate or this Purchase Agreement, or (C) in any way contesting the existence or powers of the District, or contesting in any way the completeness or accuracy of the Official Statement;

(4) Between the date hereof and the Closing, the market price for the Series 2025 Bonds, or the market for or marketability or the ability of the Underwriter to enforce contracts for the sale of the Series 2025 Bonds at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the reasonable judgment of the Underwriter, by reason or occurrence of any of the following:

(i) legislation enacted by the Congress of the United States, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States (by press release, other form of notice or otherwise), or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(A) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the federal income tax consequences of interest on obligations of the general character of the [Tax-Exempt][Series 2025] Bonds in the hands of the holders thereof or State tax consequences of interest on obligations of the general character of the Series 2025 Bonds in the hands of the holders thereof; or

(B) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Series 2025 Bonds, or obligations of the general character of the Series 2025 Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under the Trust Indenture Act of 1939, as amended;

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or the escalation of such emergency or war or (2) any other calamity or crisis relating to the effective operation of the government or the financial markets of the United States or elsewhere or the escalation of such calamity or crisis;

(iii) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue or a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(iv) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series 2025 Bonds, or obligations of the general character of the Series 2025 Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or a change to the net capital requirements of, the Underwriter;

(v) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2025 Bonds, or the issuance, offering or sale of the Series 2025 Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(vi) the withdrawal or downgrading of any underlying rating or credit watch status or outlook of the District's outstanding indebtedness by a national rating agency or the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District;

(vii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information set forth in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact

or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(viii) a material disruption in securities settlement, payment or clearance services or the marketability of the Series 2025 Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or

(ix) the purchase of and payment for the Series 2025 Bonds by the Underwriter, or the resale of the Series 2025 Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

(5) At or prior to the Closing, the Underwriter shall have received the following documents, in each case dated as of the date of Closing and satisfactory in form and substance to the Underwriter:

(i) An approving opinion of Orrick, Herrington & Sutcliffe LLP as Bond Counsel, substantially in the form attached as Appendix [C] to the Official Statement, relating to the Series 2025 Bonds, and addressed to the District;

(ii) A reliance letter from Bond Counsel to the effect that the Underwriter may rely upon the approving opinion described in (5)(i) above;

(iii) A supplemental opinion of Bond Counsel, addressed to the Underwriter, to the effect that (A) the Series 2025 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended, (B) assuming due authorization, execution and delivery by all the parties thereto other than the District, the Continuing Disclosure Certificate and this Purchase Agreement have each been duly executed and delivered by the District and constitute valid and binding obligations of the District, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, receivership, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against governmental entities such as school districts or counties in the State of California (provided that no opinion need be rendered regarding the adequacy of the Continuing Disclosure Certificate for purposes of the Rule), and (C) statements contained in the Official Statement under the captions "THE SERIES 2025 BONDS" (excluding any and all information contained under the subheadings "- Authority for Issuance; Purpose," ["- Bond Insurance Policy,"] "- Application and Investment of Series 2025 Bond Proceeds," "-Debt Service," "- Outstanding Bonds" and "- Aggregate Debt Service") and "TAX MATTERS," excluding any material that may be treated as included under such captions by cross reference or reference to other documents or sources, insofar as such statements



expressly summarize certain provisions of the Series 2025 Bonds and the Resolution, and the form and content of Bond Counsel's approving opinion, are accurate in all material respects;

(iv) A certificate signed by an appropriate official of the District, to the effect that (A) such official is authorized to execute this Purchase Agreement and the Continuing Disclosure Certificate, (B) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the Closing, (C) the District has complied with all the terms of the Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (D) no litigation is pending or, to the best of such official's knowledge, threatened (either in state or federal courts) (1) seeking to restrain or enjoin the execution, sale or delivery of any of the Series 2025 Bonds, (2) in any way contesting or affecting the authority for the execution, sale or delivery of the Series 2025 Bonds, the Continuing Disclosure Certificate or this Purchase Agreement, or (3) in any way contesting the existence or powers of the District, (E) such official has reviewed the Preliminary Official Statement and the Official Statement and on such basis certifies that the Preliminary Official Statement and the Official Statement do not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (F) each of the conditions listed in Section 9(a)(5) of this Purchase Agreement has been satisfied as of the Closing and the District is not aware of any other condition of this Purchase Agreement that has not been satisfied as of the Closing, and (G) the Series 2025 Bonds being delivered on the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Resolution and this Purchase Agreement;

(v) Letters of Orrick, Herrington & Sutcliffe LLP, as disclosure counsel to the District ("Disclosure Counsel"), separately addressed to the District and the Underwriter, to the effect that, based on such counsel's participation in conferences with representatives of the County, the District, the District's Municipal Advisor, the Underwriter, Jones Hall, a Professional Law Corporation, as counsel to the Underwriter, and others, during which the contents of the Official Statement and related matters were discussed, and based on such counsel's participation in the above-mentioned conferences (which did not extend beyond the date of the Official Statement), and in reliance thereon, on oral and written statements and representations of the District, the County and others and on the records, documents, certificates, opinions and matters herein mentioned, such counsel advises the District and the Underwriter, as a matter of fact and not opinion, that, during the course of such counsel's engagement as disclosure counsel with respect to the Series 2025 Bonds, no facts came to the attention of such counsel's attorneys rendering legal services in connection with such representation with respect to the Series 2025 Bonds which caused such counsel to believe that the Official Statement as of its date and as of the date of Closing (except for any CUSIP numbers, financial, accounting, statistical, economic or demographic data or forecasts,

numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any management discussions and analysis, any information about relationships among the parties, The Depository Trust Company or its book-entry system, Cede & Co., litigation, ratings, rating agencies, the Municipal Advisor, the Underwriter or underwriting, [the Insurer or the Policy,] any statements about compliance with prior continuing disclosure undertakings, and Appendices [B, E, F and G], included or referred to therein or omitted therefrom, as to which such counsel may expressly exclude from the scope of this paragraph and as to which such counsel may express no opinion or view) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) The Continuing Disclosure Certificate signed by an appropriate official of the District and in form and substance reasonably satisfactory to the Underwriter;

(vii) A non-arbitrage certificate of the District with respect to the [Tax-Exempt][Series 2025] Bonds in form satisfactory to Bond Counsel;

(viii) Evidence satisfactory to the Underwriter that any rating described in the Official Statement is in full force and effect as of the date of Closing;

(ix) A certificate, together with fully executed copies of the Resolution, of the District Clerk to the effect that:

(A) such copies are true and correct copies of the Resolution; and

(B) the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of Closing;

(x) Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;

(xi) [The Policy with respect to the [Insured] Bonds insured by the Insurer;]

(xii) [A certificate of the Insurer, with respect to the [Insured] Bonds, in form and substance satisfactory to Bond Counsel and the Underwriter;]

(xiii) [An opinion of counsel to the Insurer, with respect to the [Insured] Bonds, addressed to the District and the Underwriter in form and substance satisfactory to Bond Counsel and the Underwriter;]

(xiv) An opinion of Jones Hall, a Professional Law Corporation, as counsel to the Underwriter, addressed to the Underwriter, in form and substance acceptable to the Underwriter; and

(xv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (A) compliance by the District and the Paying Agent with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, and (C) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(b) If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

**Section 10. Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (a) the performance by the Underwriter of its obligations hereunder; and (b) the receipt by the District and the Underwriter of the opinions and certificates being delivered at the Closing by persons and entities other than the District.

**Section 11. Expenses.** (a) The District shall to the extent permitted by applicable law pay all expenses incident to the performance of its obligations hereunder from the proceeds of the Series 2025 Bonds. On the Closing, the Underwriter will wire \$[\_\_\_\_\_] from the proceeds of the Series 2025 Bonds and as a portion of the Purchase Price of the Series 2025 Bonds as provided in Section 1 hereof to the COI Custodian, to be used to pay costs of issuance of the Series 2025 Bonds, including, but not limited to the following: (i) the fees and disbursements of Bond Counsel and Disclosure Counsel, and any other consultants to the District, including the District's Municipal Advisor; (ii) the cost of the preparation, printing and delivery of the Series 2025 Bonds; (iii) the fee for the Series 2025 Bond rating(s), including all necessary expenses for travel relating to such rating(s); (iv) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (v) the initial fees of the Paying Agent and related fees and expenses; [(vi) the fee of Underwriter's Counsel,] and (vii) all other fees and expenses incident to the issuance and sale of the Series 2025 Bonds.

(b) Except as provided in paragraph (a), all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, CUSIP Bureau registration fees, [fee of Underwriter's Counsel,] expenses for travel (except in connection with securing a rating on the Series 2025 Bonds or sale of the Series 2025 Bonds) and other expenses (except as provided above) shall be paid by the Underwriter.

(c) The District acknowledges that it has had an opportunity, in consultation with such advisors as it has deemed appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2025 Bonds.

**Section 12. Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Cutten School District, 4182 Walnut Drive, Eureka, California 95503, Attention: Superintendent, or if to the Underwriter, to D.A. Davidson & Co., 2901 Douglas Boulevard, Suite 255, Roseville, California 95661, Attention: Rick Han, Managing Director.

**Section 13. Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 14. Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Series 2025 Bonds hereunder, and (c) any termination of this Purchase Agreement.

**Section 15. Electronic Signature.** Each of the parties hereto agrees that the transaction consisting of this Purchase Agreement may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent that if such party signs this Purchase Agreement using an electronic signature, it is signing, adopting and accepting this Purchase Agreement, and that signing this Purchase Agreement using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Purchase Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Purchase Agreement in a usable format.

**Section 16. Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

**Section 17. Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**D.A. DAVIDSON & CO.**

By: \_\_\_\_\_  
Authorized Representative

The foregoing is hereby agreed to  
and accepted:

**CUTTEN SCHOOL DISTRICT**

By: \_\_\_\_\_

Date | Time: \_\_\_\_\_

**EXHIBIT A**

**MATURITY SCHEDULE**

**§[PAR]  
 CUTTEN SCHOOL DISTRICT  
 (HUMBOLDT COUNTY, CALIFORNIA)  
 GENERAL OBLIGATION BONDS, ELECTION OF 2024, SERIES 2025**

§[ ] Serial Bonds

<u>Maturity</u> [(August 1,)]	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>10% Test</u> <u>Satisfied*</u>	<u>10% Test</u> <u>Not</u> <u>Satisfied</u>	<u>Subject to</u> <u>Hold-The-</u> <u>Offering</u> <u>Price Rule</u>
<i>[Federally Taxable Bonds]</i>					N/A	N/A	N/A

*[Tax-Exempt Bonds]*

§[ ] [ ]% Term [Tax-Exempt][Series 2025] Bonds due August 1, 20[ ] – Yield  
 [ ]% - Price [ ]% [10% Test Satisfied\*][10% Test Not Satisfied][Subject to Hold-The-  
 Offering Price Rule]\*

§[ ] [ ]% Term [Tax-Exempt][Series 2025] Bonds due August 1, 20[ ] – Yield  
 [ ]% - Price [ ]% [10% Test Satisfied\*][10% Test Not Satisfied][Subject to Hold-The-  
 Offering Price Rule]\*

\* At the time of the execution of this Purchase Agreement and assuming orders are confirmed by the end of the day immediately following the day of execution of this Purchase Agreement.

[<sup>c</sup> Yield to call at par on August 1, 20[ ].]

[<sup>t</sup> Insured by [ ].]

## TERMS OF REDEMPTION

## EXHIBIT B

### CERTIFICATE OF THE UNDERWRITER

D.A. Davidson & Co. (“D.A. Davidson”) has acted as the Underwriter in connection with the sale and issuance by the Cutten School District (the “Issuer”) of its \$[PAR] Cutten School District (Humboldt County, California) General Obligation Bonds, Election of 2024, Series 2025, maturing on and after August 1, 20\_\_ (the “Series 2025 Bonds”), being issued on the date hereof, and D.A. Davidson, based on information available to it, hereby certifies and represents the following:

#### Issue Price.

#### [NOT USING HOLD THE PRICE]

1. **[10% OF EACH MATURITY SOLD BY CLOSING]** As of the date hereof, the first price or yield at which at least 10% of each Maturity of the Series 2025 Bonds was sold by the Underwriter to the Public was the **[Initial Offering Price/OR IF ACTUAL SALES AT OTHER THAN IOP** price or yield set forth on Exhibit A to the Bond Purchase Agreement, dated Sale Date], 2025 (the “Purchase Agreement”), by and between the Underwriter and the Issuer].

#### OR

1. **[LESS THAN 10% OF CERTAIN MATURITIES SOLD BY CLOSING]** As of the date hereof, other than the Bonds listed on Exhibit A to the Bond Purchase Agreement, dated [Sale Date], 2025 (the “Purchase Agreement”), by and between the Underwriter and the Issuer, as Subject-to-Hold-the Offering-Price Rule (the “Undersold Maturities”), the first price or yield at which at least 10% of each Maturity of the Series 2025 Bonds was sold by the Underwriter to the Public was the **[Initial Offering Price/OR IF ACTUAL SALES AT OTHER THAN IOP** price set forth on Exhibit A attached to the Purchase Agreement].

2. With respect to the Undersold Maturities, the Underwriter agrees to notify the Issuer in writing of the first price or yield at which at least 10% of each such Undersold Maturity is ultimately sold by the Underwriter to the Public as soon as practicable after such applicable sales have occurred. If all of an Undersold Maturity is sold to the Public but not more than 10% of the Undersold Maturity is sold by the Underwriter to the Public at any particular price or yield, the Underwriter agrees to notify the Issuer in writing of the amount of the Undersold Maturity sold by the Underwriter to the Public at each of the respective prices or yields at which the Undersold Maturity is sold to the Public.

#### [USING HOLD THE PRICE]

1. As of [Sale Date], 2025 (the “Sale Date”), all of the Series 2025 Bonds were the subject of a bona fide offering to the Public at the Initial Offering Price.

[2. **[USING HOLD THE PRICE FOR A PORTION OF THE ISSUE]** As of the date hereof, other than the Series 2025 Bonds listed on Exhibit A to the Bond Purchase Agreement, dated [Sale Date], 2025 (the “Purchase Agreement”), by and between the Underwriter and the



Issuer, as Subject-to-Hold-The-Offering-Price Rule (the “Undersold Maturities”), the first price or yield at which at least 10% of each Maturity of the Series 2025 Bonds was sold by the Underwriter to the Public was the respective **[Initial Offering Price OR IF ACTUAL SALES AT OTHER THAN IOP price set forth on Exhibit A attached to the Purchase Agreement]**. Attached hereto as Schedule 1 is a copy of the final pricing wire for each Undersold Maturity or an equivalent communication. With respect to the Undersold Maturities, as agreed to in writing by the Underwriter in the Purchase Agreement, the Underwriter has not offered or sold any of the Undersold Maturities to any person at a price higher than or a yield lower than the respective Initial Offering Price for a period of time starting on the Sale Date and ending on the earlier of (a) the date on which 10% of the respective Undersold Maturity was sold at one or more prices no higher than or yields no lower than the Initial Offering Price by the Underwriter or (b) the close of the fifth business day following the Sale Date.

2. **[USING HOLD THE PRICE FOR 100% OF THE ISSUE]**. As agreed to in writing by the Underwriter in the Purchase Agreement between the Issuer and the Underwriter dated [Sale Date], 2025, the Underwriter has not offered or sold any Series 2025 Bond to any person at a price higher than or a yield lower than the respective Initial Offering Price for a period of time starting on the Sale Date and ending on the earlier of (a) the date on which 10% of the respective Undersold Maturity was sold at one or more prices no higher than or yields no lower than the Initial Offering Price by the Underwriter or (b) the close of the fifth business day following the Sale Date. Attached hereto as Schedule 1 is a copy of the final pricing wire for the Series 2025 Bonds or an equivalent communication.]

**[ADD SECTION ON QUALIFIED GUARANTEE IF APPLICABLE:**

**Qualified Guarantee.**

Based on the attached, we have calculated that the present value of the interest to be saved on the Series 2025 Bonds [maturing on August 1 in the years 20[ ] through 20[ ], inclusive ([collectively,] the “[Insured] Bonds”) as a result of the municipal bond insurance policy (the “Insurance”) exceeds the present value of the fees for such Insurance. The Insurance was a material factor in selling the [Insured] Bonds at the lowest possible yield (given other characteristics of the [Insured] Bonds). In our judgement, the premium paid for the Insurance does not exceed a reasonable arm’s length charge for transfer of the credit risk represented by the Insurance and does not include any payment for any direct or indirect services other than the transfer of credit risk.]

**Defined Terms.**

“*Initial Offering Price*” means the prices or yields set forth on the inside cover page of the Issuer’s Official Statement in respect of such Series 2025 Bonds dated [Sale Date], 2025.

“*Maturity*” means Series 2025 Bonds with the same credit and payment terms. Series 2025 Bonds with different maturity dates, or Series 2025 Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

“*Public*” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

*“Related Party”* means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

*“Underwriter”* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2025 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2025 Bonds to the Public).

D.A. Davidson understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate to which this certificate is included as Exhibit A and with respect to compliance with the federal income tax rules affecting the Series 2025 Bonds, and by Orrick, Herrington & Sutcliffe LLP, in connection with its opinion as to the exclusion of interest on the Series 2025 Bonds from federal gross income, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2025 Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. D.A. Davidson is certifying only as to facts in existence on the date hereof. Nothing herein represents D.A. Davidson’s interpretation of any laws; in particular the Treasury Regulations under the Internal Revenue Code of 1986, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

D.A. Davidson agrees that this Certificate may be executed by electronic means, and further agrees and acknowledges that it is D.A. Davidson’s intent (i) that, by D.A. Davidson signing this Certificate using an electronic signature, it is signing, adopting and accepting this Certificate, and (ii) that signing this Certificate using an electronic signature is the legal equivalent of having placed the undersigned officer’s handwritten signature on this Certificate on paper. D.A. Davidson acknowledges that it has been provided with an electronic or paper copy of this Certificate in a usable format.

## CONTINUING DISCLOSURE CERTIFICATE

**THIS CONTINUING DISCLOSURE CERTIFICATE** (this “Disclosure Certificate”) is executed and delivered by the Cutten School District (the “District”) in connection with the issuance of \$[ ] aggregate principal amount of Cutten School District (Humboldt County, California) General Obligation Bonds, Election of 2024, Series 2025 (the “Series 2025 Bonds”). The Series 2025 Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on February 10, 2025 (the “Resolution”). The District covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Series 2025 Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

**Section 2. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 hereof.

“Beneficial Owner” shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Series 2025 Bonds (including persons holding Series 2025 Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” shall mean Isom Advisors, a Division of Urban Futures, Inc., or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

“Financial Obligation” shall mean, for the purposes of the Listed Events set out in Section 5(a)(x) and 5(b)(viii), a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Holder” shall mean the person in whose name any Series 2025 Bond shall be registered.

“Listed Events” shall mean any of the events listed in Section 5(a) or (b) hereof.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Official Statement” shall mean the Official Statement, dated [\_\_\_\_], 2025 (including all exhibits or appendices thereto), relating to the offer and sale of Series 2025 Bonds.

“Participating Underwriter” shall mean the original underwriter(s) of the Series 2025 Bonds required to comply with the Rule in connection with offering of the Series 2025 Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Section 3. Provision of Annual Reports.** (a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District’s fiscal year (which due date shall be March 31 of each year, so long as the District’s fiscal year ends on June 30), commencing with the report for the 2024-25 Fiscal Year (which is due not later than March 31, 2026), provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 hereof. The Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may cross-reference other information as provided in Section 4 hereof; provided, however, that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District’s fiscal year changes, it shall give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Series 2025 Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to the date specified in subsection (a), the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the District shall, in a timely manner, send or cause to be sent to the MSRB a notice in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) (if the Dissemination Agent is other than the District), provide any Annual Report received by it to the MSRB as provided herein; and

(ii) (if the Dissemination Agent is other than the District), file a report with the District certifying that the Annual Report has been provided to the MSRB pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

**Section 4. Content of Annual Reports.** The District’s Annual Report shall contain or include by reference the following:

(a) Audited financial statements of the District for the preceding fiscal year, prepared in accordance with the laws of the State of California and including all statements and information prescribed for inclusion therein by the Controller of the State of California. If the District’s audited financial statements are not available by the time the Annual Report is required to be provided to

the MSRB pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be provided to the MSRB in the same manner as the Annual Report when they become available.

(b) To the extent not included in the audited financial statements of the District, the Annual Report shall also include the following:

(i) The adopted budget of the District for the then current fiscal year, or a summary thereof.

(ii) The District's average daily attendance for the last completed fiscal year.

(iii) The District's outstanding debt.

(iv) Information regarding total assessed valuation (secured, unsecured and total) of taxable properties within the District for the then current fiscal year, if and to the extent made available by the County of Humboldt (the "County"). If and to the extent such information is not made available by the County, a statement to that effect shall be included in the Annual Report.

(v) Information regarding total secured tax charges and delinquencies on taxable properties within the District for the most recent completed fiscal year, if and to the extent provided to the District by the County. If and to the extent such information is not made available by the County, a statement to that effect shall be included in the Annual Report.

(vi) Information regarding the twenty taxpayers with the greatest combined ownership of taxable property in the District for the then current fiscal year, if and to the extent made available by the County. If and to the extent such information is not made available by the County, a statement to that effect shall be included in the Annual Report.

Any or all of the items listed above may be set forth in one or a set of documents or may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been made available to the public on the MSRB's website. The District shall clearly identify each such other document so included by reference.

**Section 5. Reporting of Significant Events.** (a) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2025 Bonds in a timely manner not later than ten business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) unscheduled draws on debt service reserves reflecting financial difficulties;

- (iii) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (iv) substitution of credit or liquidity providers or their failure to perform;
  - (v) adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
  - (vi) tender offers;
  - (vii) defeasances;
  - (viii) rating changes;
  - (ix) bankruptcy, insolvency, receivership or similar event of the District;
- or
- (x) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For the purposes of the event identified in subparagraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(b) The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2025 Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

- (i) unless described in paragraph 5(a)(v), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2025 Bonds or other material events affecting the tax status of the Series 2025 Bonds;
- (ii) modifications to rights of Series 2025 Bond Holders;
- (iii) Series 2025 Bond calls;
- (iv) release, substitution, or sale of property securing repayment of the Series 2025 Bonds;

(v) non-payment related defaults;

(vi) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(vii) appointment of a successor or additional paying agent or the change of name of a paying agent; or

(viii) incurrence of a Financial Obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect Series 2025 Bond Holders.

(c) The District shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3 hereof, as provided in Section 3(b) hereof.

(d) Upon the occurrence of a Listed Event described in Section 5(a), or upon the occurrence of a Listed Event described in Section 5(b) which the District determines would be material under applicable federal securities laws, the District shall within ten business days of occurrence file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsection (b)(iii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2025 Bonds pursuant to the Resolution.

(e) The District intends to comply with the Listed Events described in subsection (a)(x) and subsection (b)(viii), and the definition of “Financial Obligation” in Section 1, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission in Release No. 34-83885, dated August 20, 2018 (the “2018 Release”), and any further amendments or written guidance provided by the Securities and Exchange Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

**Section 6. Format for Filings with MSRB.** Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

**Section 7. Termination of Reporting Obligation.** The District’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2025 Bonds. If such termination occurs prior to the final maturity of the Series 2025 Bonds, the District shall give notice of such termination in a filing with the MSRB.

**Section 8. Dissemination Agent.** The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the

content of any notice or report prepared by the District pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Isom Advisors, a Division of Urban Futures, Inc..

**Section 9. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Section 3(a) hereof, Section 4 hereof, or Section 5(a) or (b) hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the District with respect to the Series 2025 Bonds, or the type of business conducted;

(b) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2025 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by the Holders in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2025 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 10. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Certificate, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.



**Section 11. Default.** In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Series 2025 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate; provided, that any such action may be instituted only in Superior Court of the State of California in and for the County or in U.S. District Court in or nearest to the County. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

**Section 12. Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and (if the Dissemination Agent is other than the District), the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2025 Bonds.

**Section 13. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Series 2025 Bonds, and shall create no rights in any other person or entity.

**Section 14. Electronic Signature.** Each of the parties hereto agrees that the transaction consisting of this Disclosure Certificate may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent, that, if such party signs this Disclosure Certificate using an electronic signature, it is signing, adopting and accepting this Disclosure Certificate, and that signing this Disclosure Certificate using an electronic signature is the legal equivalent of having placed the undersigned officer's handwritten signature on this Disclosure Certificate on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Disclosure Certificate in a usable format.

Dated: [CLOSING], 2025

**CUTTEN SCHOOL DISTRICT**

By: \_\_\_\_\_

ACCEPTED AND AGREED TO:

**ISOM ADVISORS, A DIVISION OF  
URBAN FUTURES, INC.,  
as Dissemination Agent**

By: \_\_\_\_\_

**EXHIBIT A**

**NOTICE TO THE MUNICIPAL SECURITIES RULEMAKING BOARD  
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: CUTTEN SCHOOL DISTRICT  
Name of Issue: Cutten School District (Humboldt County, California)  
General Obligation Bonds, Election of 2024, Series 2025  
Date of Issuance: [CLOSING], 2025

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Series 2025 Bonds as required by Section 4 of the Continuing Disclosure Certificate of the District, dated [CLOSING], 2025. [The District anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

**CUTTEN SCHOOL DISTRICT**

NEW ISSUE—BOOK-ENTRY ONLY

Rating: S&P: “[\_\_\_\_]”  
(See “MISCELLANEOUS — Rating” herein.)

*[In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the District, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2025 Bonds [maturing on and after August 1, 2026 (the “Tax-Exempt Bonds”)] is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 [and is exempt from State of California personal income taxes]. In the further opinion of Bond Counsel, interest on the [Series 2025][Tax-Exempt] Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the [Series 2025][Tax-Exempt] Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. [Bond Counsel is also of the opinion that interest on the Series 2025 Bonds is exempt from State of California personal income taxes.] Bond Counsel further observes that interest on the Series 2025 Bonds maturing on [\_\_\_\_] 1, 2025] (the “Federally Taxable Bonds”) is not excluded from gross income for federal income tax purposes.] Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2025 Bonds. See “TAX MATTERS” herein.]*

\$2,500,000\*

**CUTTEN SCHOOL DISTRICT**  
(Humboldt County, California)  
**General Obligation Bonds, Election of 2024, Series 2025**  
(Bank Qualified)

**Dated: Date of Delivery****Due: [August 1, as][As] shown herein**

*This cover page is not a summary of this issue; it is only a reference to the information contained in this Official Statement. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.*

The Cutten School District (Humboldt County, California) General Obligation Bonds, Election of 2024, Series 2025 (the “Series 2025 Bonds”) are being issued by the Cutten School District (the “District”), located in the County of Humboldt, California (the “County”), under the laws of the State of California (the “State”) and pursuant to a resolution of the Board of Trustees of the District, adopted on February 10, 2025. Proceeds of the Series 2025 Bonds will be applied to (i) finance specific construction, reconstruction, rehabilitation, or replacement projects approved by the voters of the District, and (ii) pay costs of issuance of the Series 2025 Bonds, as further described herein. The Series 2025 Bonds were authorized at an election of the voters of the District held on November 5, 2024, at which at least 55% of the voters voting on the proposition authorized the issuance and sale of \$5,000,000 aggregate principal amount of bonds of the District.

The Series 2025 Bonds are payable from *ad valorem* property taxes to be levied within the District pursuant to the California Constitution and other State law. The Board of Supervisors of the County is empowered and obligated to levy *ad valorem* property taxes upon all property subject to taxation by the District, without limitation as to rate or amount (except as to certain personal property which is taxable at limited rates), for the payment of principal of and interest on the Series 2025 Bonds, all as more fully described herein. See “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2025 BONDS” herein.

The Series 2025 Bonds will be issued as current interest bonds, in denominations of \$5,000 principal amount or any integral multiple thereof, as set forth on the inside front cover page hereof. Interest on the [Series 2025][Tax-Exempt] Bonds is payable on each February 1 and August 1 to maturity or earlier redemption thereof, commencing August 1, 2025. [Interest on the Federally Taxable Bonds is payable at maturity.] Principal of the Series 2025 Bonds is payable on [August 1][the dates] in each of the years and in the amounts set forth on the inside front cover page hereof.

The Series 2025 Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Series 2025 Bonds. Individual purchases of the Series 2025 Bonds will be made in book-entry form only. Purchasers will not receive physical delivery of the Series 2025 Bonds purchased by them. See “THE SERIES 2025 BONDS – Form and Registration” herein. Payments of the principal of and interest on the Series 2025 Bonds will be made by The Bank of New York Mellon Trust Company, N.A., as paying agent, registrar and transfer agent with respect to the Series 2025 Bonds, to DTC for subsequent disbursement to DTC participants, who will remit such payments to the beneficial owners of the Series 2025 Bonds. See “THE SERIES 2025 BONDS – Payment of Principal and Interest” herein.

**The Series 2025 Bonds are subject to redemption prior to maturity as described herein.\* See “THE SERIES 2025 BONDS – Redemption” herein.**

*The Series 2025 Bonds will be offered when, as and if issued by the District and received by the Underwriter, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, Irvine, California, Bond Counsel to the District. Certain legal matters will*

\* Preliminary; subject to change.

*be passed upon for the District by Orrick, Herrington & Sutcliffe LLP, Irvine, California, as Disclosure Counsel to the District; and for the Underwriter by its counsel, Jones Hall, a Professional Law Corporation, San Francisco, California. It is anticipated that the Series 2025 Bonds, in definitive form, will be available for delivery through the facilities of DTC on or about [\_\_\_\_\_], 2025.*

**[Insert DAD logo.]**

Dated: \_\_\_\_\_, 2025

MATURITY SCHEDULE\*  
 BASE CUSIP†: 23222F

\$2,500,000<sup>‡</sup>  
 CUTTEN SCHOOL DISTRICT  
 (Humboldt County, California)  
 General Obligation Bonds, Election of 2024, Series 2025  
 (Bank Qualified)

\$ \_\_\_\_\_ Serial Series 2025 Bonds

Maturity [(August 1,)]	Principal Amount	Interest Rate	Yield	CUSIP† Suffix
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*Federally Taxable Bonds*

[\_\_\_\_], 2025

*Tax-Exempt Bonds*

- August 1, 2025
- August 1, 2026
- August 1, 2027
- August 1, 2028
- August 1, 2029
- August 1, 2030
- August 1, 2031
- August 1, 2032
- August 1, 2033
- August 1, 2034
- August 1, 2035
- August 1, 2036
- August 1, 2037
- August 1, 2038
- August 1, 2039
- August 1, 2040
- August 1, 2041
- August 1, 2042
- August 1, 2043
- August 1, 2044
- August 1, 2045
- August 1, 2046
- August 1, 2047
- August 1, 2048
- August 1, 2049
- August 1, 2050
- August 1, 2051
- August 1, 2052
- August 1, 2053
- August 1, 2054

\$ \_\_\_\_\_ % Term [Series 2025][Tax-Exempt] Bonds due August 1, 20\_\_ – Yield \_\_\_\_\_ % – CUSIP†  
 Suffix \_\_\_\_\_

\$ \_\_\_\_\_ % Term [Series 2025][Tax-Exempt] Bonds due August 1, 20\_\_ – Yield \_\_\_\_\_ % – CUSIP†  
 Suffix \_\_\_\_\_

\* Preliminary; subject to change.

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# Cutten School District

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Superintendent/Principal  
Becky MacQuarrie, EdD

RESOLUTION No. 3

BEFORE THE Cutten Elementary School Board AUTHORIZING PARTICIPATION IN THE ZERO EMISSION SCHOOL BUS AND INFRASTRUCTURE (ZESBI) INCENTIVE PROJECT

**WHEREAS**, on February 10, 2025, the Board of Directors of the Cutten Elementary School Board met in regular session; and

**WHEREAS**, Proposition 98 provides funding for K-12 education and community colleges; and

**WHEREAS**, Senate Bill 114 allocates Proposition 98 funds to the California Air Resources Board (CARB) and the California Energy Commission (CEC) to fund grants to local educational agencies for zero emission school buses and supporting infrastructure; and

**WHEREAS**, with these funds CARB and CEC created the ZESBI incentive project; and

**WHEREAS**, CALSTART has been selected to administer ZESBI on behalf of CARB and CEC; and **WHEREAS**, CALSTART requires the submission of information, on standardized forms (application forms), to determine eligibility and to prioritize projects; and

**WHEREAS**, if selected to receive funding, in order to participate in ZESBI, the grantee is required to enter into a grant agreement with CALSTART wherein the fulfillment of terms and conditions is required in order to receive the funding.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the authorizes Cutten Elementary School Board the submission of applications for ZESBI; and

**BE IT FURTHER RESOLVED**, that if selected for funding, the Superintendent or Designee, is authorized to enter into a binding grant agreement on behalf of the school district and to act, as needed, to ensure the terms are satisfied. On motion of \_\_\_\_\_, Seconded by \_\_\_\_\_, the foregoing resolution is hereby PASSED and ADOPTED BY the Cutten Elementary School Board on this February 10, 2025 by the following votes:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

**Cutten Elementary School District**

\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Board

