

**CUTTEN ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD MEETING AGENDA
May 11, 2025 6:00 pm
Ridgewood Commons
2060 Ridgewood Drive Cutten, CA 95503**

1.0 CALL TO ORDER/FLAG SALUTE

2.0 CONSENT AGENDA

- 2.1 Approval of Minutes, April 14, 2025
- 2.2 Approval of Warrants and Payroll
- 2.3 Approval of Waste Removal Agreement with Eureka City Schools, 2025-26
- 2.4 Approval of Northern Humboldt Union High School District Transportation Services Agreement 2025-26
- 2.5 Approval Western Governor's University MOU for Student Teaching, Observation, and Teaching, 2025-26
- 2.6 Declaration of Surplus Costumes from Drama Program for Donation (@\$203.27)
- 2.7 Approval of 2.61 Classified Resignations

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/PRESENTATIONS

- 4.1 Proposition 2 Presentation: Caldwell Flores Winters, Inc.(CFW)
- 4.2 Cutten-Ridgewood PTA Report
- 4.3 School Site Council Report
- 4.4 HBTA Report
- 4.5 Principals' Report
- 4.6 2024 – 2025 Student Registration Report
- 4.7 LCAP Update
- 4.8 BESC Cutten HVAC Project Update

5.0 CORRESPONDENCE

6.0 INFORMATION / POSSIBLE ACTION ITEMS

- 6.1 Consider Approval of Authorization for Fiscal Year 2025-26 Warrant Distribution
- 6.2 Discussion/Consider Approval Open New Student Body Bank Account at Tri Counties Bank, Authorizing Becky MacQuarie, Superintendent, and Vanesa Carrillo-Salas, Business Officer as Signors
- 6.3 Consider Approval of GASB 101 Compensated Absences Policy (Updated)
- 6.4 Discussion/Consider Approval of Teacher Assignments for 2025 – 2026
- 6.5 Approval of Employment of 1.0 FTE Certificated Teaching Staff 2025-2026
- 6.6 Discussion/Consider Approval of the Following Bond Projects Architect Revisions and Bid Process:
 - Ridgewood Phase II New Construction Segment Newly Constructed Buildings, Upgrades to Kitchen Facilities and Fire Alarm System
 - Resurfacing Cutten Basketball and Playground
 - CFW Contracts, Consultation and Facilities Plan

- 6.7 Discussion/Consider Approval of Bond/Construction Secretary Job Description
- 6.8 Discussion/Consider Approval to Continue .5 FTE Expanded Learning Community Coordinator Position for the 2025-26 School Year
- 6.9 Discussion/Consider Resolution 2025-7 Urging the California Department of Education to Fulfill its Obligations Under Senate Bill 1315 and to Prioritize the Needs of Small School Districts

7.0 SUPERINTENDENT REPORT

8.0 BOARD MEMBER COMMENTS / COMMUNICATION

9.0 PUBLIC COMMENT ON CLOSED SESSION ITEM

10.0 CLOSED SESSION

With respect to every item of business to be discussed in closed session:

10.1 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Dennis Reinholdtsen

Unrepresented Employee: Cutten Principal

10.2 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Dennis Reinholdtsen

Unrepresented Employee: Ridgewood Principal

10.3 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Dennis Reinholdtsen

Unrepresented Employee: Superintendent

10.4 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Becky MacQuarrie

Unrepresented Employee: Classified

10.5 PUBLIC EMPLOYEE-DISCIPLINE/DISMISSAL/RELEASE (GC § 54957)

10.6 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Becky MacQuarrie

Name of organization representing employees: Humboldt Bay Teachers Association.

11.0 RECONVENE TO OPEN SESSION

12.0 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
April 14, 2025 6:00 pm
Ridgewood Commons
2060 Ridgewood Drive Cutten, CA 95503

1.0 CALL TO ORDER/FLAG SALUTE

Board Members in attendance: Beth Johnston, Mary Dewald, Dennis Reinholtsen. Meeting called to order at 6:06 pm and began with the flag salute.

2.0 CONSENT AGENDA- Johnston made a motion to approve. Second by DeWald. Motion carried 3-0.

- 2.1 Approval of Minutes, March 10, 2025**
- 2.2 Approval of Warrants and Payroll**
- 2.3 Quarterly Report on William Uniform Complaints**
- 2.4 Approval of MOU Eureka City School & Cutten Elementary (Out of the Box Program Drop-off)**
- 2.5 Approval of MOU Cal Poly Humboldt & Cutten Elementary for Student Teaching, Observation or Field Work**
- 2.6 Approval of MOU Eureka City Schools Summer School Food Service Agreement 2025**
- 2.7 Approval of Employment of 1.0 FTE Certificated Teaching Staff 2025-2026**

3.0 VISITOR COMMENTS ON NON-AGENDA ITEMS -Tracy Benbow shared thankfulness for new blinds at Cutten. Discussion followed.

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/PRESENTATIONS

- 4.1 Redwood Energy Authority Presentation-Solar/Electricity-Roku Fukai** - presented via Zoom. Questions were answered during the presentation.
- 4.2 Studio W Presentation-Brie Gargano** - Architect Brie shared via Zoom about Phase 2 of the Bond project. Questions were answered during the presentation. Becky MacQuarrie shared her thoughts on Phase 2. Discussion followed. Idea was discussed to start with admin building and extra classroom before moving on to the parking lot.
- 4.3 Cutten-Ridgewood PTA Report** - Stacey Gabbert shared that carnival is at Cutten on Friday, April 25. May 6th meeting is the Gifts to Schools meeting
- 4.4 School Site Council Report** - Annette Sligh shared that Ridgewood Beautification day will be April 17th from 2:00-3:15
- 4.5 HBTA Report** - Mike Richards shared on behalf of HBTA. Open houses are coming up - teachers are preparing. Fire truck is coming to RW tomorrow. Several classes at RW have silkworms right now. School play in May. State floats coming up at Cutten. Negotiations update: They met last week. HBTA made an offer - the district did not counter. Mike suggested different areas of the budget HBTA would like the board to consider during negotiations. He thanked the board for their service and shared a copy of his talking points with the admin and board.
- 4.6 2024 – 2025 Student Registration Report** - no changes
- 4.7 LCAP Update** - no changes

5.0 CORRESPONDENCE - no discussion

- 5.1 Humboldt County Office of Education Positive Certification Letter**

6.0 INFORMATION / POSSIBLE ACTION ITEMS

- 6.1 Consider Approval of 2024-25 Medical, Dental and Vision Rates, NCSMIG** - Becky MacQuarrie shared that the cost of many plans went up, some by 10%. Johnston moved to approve. Second by DeWald. Motion carried 3-0.
- 6.2 Consider Approval of Cutten & Ridgewood 2024-2025 School Plan for Student Achievement (SPSA)** - Discussion. Dennis Reinholtsen shared that ADA comparisons by year used to be included in Board Packet. Becky MacQuarrie will try to add that into future meetings. DeWald made motion to approve. Second by Johnston. Motion carried 3-0.
- 6.3 Discussion/Consider Tentative Staffing Options** - Becky MacQuarrie shared enrollment information for 2025-2026 school year. Discussion. A teacher resignation was received today. The request will be brought to the next meeting to bring back a temporary teacher who was released.
- 6.4 Discussion/Consider Approval of MOU Humboldt-Del Norte SELPA Transfer of Educationally Related Mental Health Services Funds (ERMHS) From Member Cutten Elementary to SELPA** - Discussion. DeWald made motion to approve. No second. Motion failed.
- 6.5 Acceptance of Presentation: Final Cost of Issuance Cutten School District General Obligation Bond, Election of 2024, Series 2025: \$2,500.00** - Motion to approve by Johnston. Second by DeWald. Motion carried 3-0.
- 6.6 Discussion/Consider Approval of Measure K-Bond Project implementation (Phase 2 Ridgewood with modifications) and additional projects (Cutten asphalt, multipurpose room painting, new tables, HVAC upgrade in all portables, Ridgewood window upgrade, Cutten Solar).** - Becky shared that she will look into how much the front office and classroom will be. Discussion about other areas of priority - some mentioned were asphalt at Cutten, MPR at Cutten, HVAC systems, and solar at Cutten.
- 6.7 Discussion/Consider Approval Construction Consultant (10 hrs. month) and Secretarial/Budget Support (8 hours week).** -Discussion. Johnston motioned to approve. Second by DeWald. Motion carried 3-0.
- 6.8 Discussion/Consider Approval of SEL Curriculum (CalHope Award \$40,000)** -Discussion. Motion to approve by Johnston. Second by DeWald. Motion carried 3-0.
- 6.9 Discussion/Vote CSBA Run off Ballot Election- vote for 1 candidate** - Discussion. Johnston made motion to vote for Lisa Olivier. Second by DeWald. Motion carried 3-0.

7.0 SUPERINTENDENT/PRINCIPAL REPORT - Annette shared a shout out to Emily Landheer, the district art teacher, and to the art shared by teachers in the RW commons. Annette and Darcie shared about conferences, Taiwan student teachers' visit, the book fair at Cutten, Open Houses and Carnival coming up, Quack and Rabbit presentations, TK/K planning, the new parking area for RW, history day, Seussical the Musical performance on Friday and Saturday, May 2-3.

8.0 BOARD MEMBER COMMENTS / COMMUNICATION - Johnston asked about timers on thermostats. Discussion. Becky MacQuarrie will look into the possibility of timers.

9.0 PUBLIC COMMENT ON CLOSED SESSION ITEM - none

10.0 CLOSED SESSION - 7:51

With respect to every item of business to be discussed in closed session:

*10.1 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)
Agency Negotiator: Dennis Reinholtsen
Unrepresented Employee: Cutten Principal*

*10.2 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)
Agency Negotiator: Dennis Reinholtsen*

Unrepresented Employee: Ridgewood Principal

10.3 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Dennis Reinholtzen

Unrepresented Employee: Superintendent

10.4 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Dennis Reinholtzen

Unrepresented Employee: Classified

10.5 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Dennis Reinholtzen

Unrepresented Employee: Classified

10.6 CONFERENCE WITH LABOR NEGOTIATOR (GC § 54957.6)

Agency Negotiator: Becky MacQuarrie

Name of organization representing employees: Humboldt Bay Teachers Association

11.0 RECONVENE TO OPEN SESSION - 8:25

Report of Action Taken

12.0 ADJOURNMENT - 8:25

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.

Checks Dated 04/01/2025 through 04/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3000273257	04/03/2025	Carillo-Salas, Vanesa	01-5201		114.24
3000273258	04/03/2025	CARTER, JOYCE	01-5635		115.00
3000273259	04/03/2025	Goodman, Kimberly A	01-5210		50.00
3000273260	04/03/2025	MacQuarrie, Becky L	01-5201		205.79
3000273261	04/03/2025	MURPHY'S MARKET	13-4710		24.53
3000273262	04/03/2025	Rutter, Darcie R	01-4391	131.92	
			01-5210	103.34	235.26
3000273263	04/03/2025	SECURITY LOCK & ALARM	01-4381		80.77
3000273264	04/03/2025	Sligh, Annette M	01-5210		877.18
3000273265	04/03/2025	Troyer, Chara R	01-4310		191.35
3000273266	04/03/2025	Vodden, Jared D	01-4310		127.67
3000273267	04/03/2025	Seghetti, Nadine M	01-5800		432.65
3000273757	04/07/2025	(HARRIS) SHAFER'S ACE HARDWARE	01-4374		200.74
3000273758	04/07/2025	ADVANCED SECURITY SYSTEM	01-5804		215.75
3000273759	04/07/2025	AT&T CALNET 2	01-5909		338.18
3000273760	04/07/2025	BDJtech	01-4310		312.48
3000273761	04/07/2025	CA DEPT OF TAX & FEE ADMINISTR	01-5884		5.00
3000273762	04/07/2025	EMPLOYMENT DEVELOPMENT DEPT	01-9540		654.40
3000273763	04/07/2025	JOHNSON'S MOBILE RENTALS	21-5800		145.46
3000273764	04/07/2025	P G & E	01-5520		36.28
3000273765	04/07/2025	RESTIF CLEANING SERVICE COOP	01-5550		2,950.00
3000273766	04/07/2025	U.S. BANK EQUIPMENT FINANCE	01-5637		1,523.70
3000273767	04/07/2025	VALLEY PACIFIC PETROLEUM SVCS	01-4364	343.63	
			01-4365	943.94	1,287.57
3000273768	04/07/2025	Verizon Wireless	01-5921		397.78
3000273999	04/10/2025	BESC Inc.	01-6200		25,732.50
3000274000	04/10/2025	Campway's Truck Accessory Wd	01-6400		7,601.91
3000274001	04/10/2025	ERIK MENDES	01-5800		622.80
3000274002	04/10/2025	ZANER-BLOSER ED. PRODUCTS	01-4210		8,911.37
3000274300	04/14/2025	CRYSTAL CREAMERY	13-4711		4,612.68
3000274301	04/14/2025	CRYSTAL SPRINGS BOTTLED WATER	01-5531	60.00	
			01-5623	14.00	74.00
3000274302	04/14/2025	MENDES SUPPLY COMPANY	01-4374		1,124.26
3000274303	04/14/2025	MISSION LINEN SUPPLY	01-5550		762.03
3000274304	04/14/2025	P G & E	01-5511	92.40	
			01-5520	6,010.76	6,103.16
3000274305	04/14/2025	SYSCO SACRAMENTO	01-4710	2,586.00	
			13-4396	5,298.53	
			13-4710	20,490.78	
			13-5623	146.49	28,521.80
3000274306	04/14/2025	BESC Inc.	01-5800	36,659.00	
			01-6200	64,000.00	100,659.00
3000274307	04/14/2025	FRANZ FAMILY BAKERY	13-4710		362.88
3000275807	04/28/2025	HUMB COMMUNITY SERVICES DIST	01-5530		2,795.54

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 04/01/2025 through 04/30/2025

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3000275808	04/28/2025	HUMBOLDT WASTE MGMT. AUTHORITY	01-5560		106.21
3000275809	04/28/2025	P G & E	01-5511	2,006.18	
			01-5520	33.82	2,040.00
3000275810	04/28/2025	PIERSON BLDG CENTER	01-4381		384.07
3000275811	04/28/2025	Verizon Wireless	01-5921		397.78
3000275812	04/28/2025	WESTERN CHAIN SAW COMPANY	01-4374		121.28
3000275813	04/28/2025	Code, Jennifer K	01-4310		68.91
3000275814	04/28/2025	Girard, Anne E	01-4310		375.46
3000275815	04/28/2025	Goodman, Kimberly A	01-4310		40.47
3000275816	04/28/2025	Hague, Jaime A	01-4310		18.23
3000275817	04/28/2025	Hoertkorn-Rice, Suzanne K	01-4310		195.83
3000275818	04/28/2025	Kencke, Joseph T	01-4310		62.38
3000275819	04/28/2025	MacQuarrie, Becky L	01-4393	94.67	
			01-5210	30.00	124.67
3000275820	04/28/2025	Rutter, Darcie R	01-4391		147.48
3000275821	04/28/2025	Weitzel, Rebecca	01-4310		13.58
3000275822	04/28/2025	Yip, Andrea N	01-4310		42.10
Total Number of Checks			51		202,544.16

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	47	171,462.81
13	CAFETERIA FUND	4	30,935.89
21	BUILDING FUND	1	145.46
Total Number of Checks		51	202,544.16
Less Unpaid Tax Liability			.00
Net (Check Amount)			202,544.16

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.

Pay Date 04/10/2025 through 04/30/2025

Fiscal Year 2024/25

EARNINGS by Earnings Code		Income	Adjustments
No Gross Pay			6.00
Regular	453,690.50		
TOTAL		453,690.50	6.00

TAXES	Employee	Employer	Total	Subject Grosses
Federal Withholding	29,686.94		29,686.94	392,638.26
State Withholding	8,876.51		8,876.51	392,638.26
Social Security	8,741.72	8,741.72	17,483.44	140,995.40
Medicare	6,343.39	6,343.39	12,686.78	437,472.37
SUI		218.73	218.73	437,472.37
Workers' Comp		12,148.58	12,148.58	437,472.37
SUBTOTAL	53,648.56	27,452.42	81,100.98	

EARNINGS by Group		Income	Adjustments
Base Pay	439,287.61		
Docks	8,822.02		
Extra Duty	8,412.59		
Miscellaneous			6.00
Stipends	410.00		
Substitutes	10,950.00		
Vacation Pay	3,452.32		
TOTAL		453,690.50	6.00

REDUCTIONS	Employee	Employer	Total	Subject Grosses
PERS	2,630.99	10,166.84	12,797.83	37,585.39
PERS / 62	7,038.57	23,799.18	30,837.75	87,982.04
STRS / 60	23,719.75	44,199.62	67,919.37	231,411.60
STRS / 62	7,744.80	14,495.43	22,240.23	75,892.30
Tax Sheltered Annuit	3,700.00		3,700.00	
Health & Welfare	14,547.07	80,539.16	95,086.23	
Supplemental Insuran	784.40		784.40	
Flex Medical Savings	886.66		886.66	
SUBTOTAL	61,052.24	173,200.23	234,252.47	

EARNINGS		Person Type	Female Employees
Certificated	48	321,535.00	43
Classified	62	132,155.50	50
TOTAL		453,690.50	93

DEDUCTIONS	Employee	Employer	Total	Subject Grosses
Dues & Memberships	3,564.33		3,564.33	33.20
403b ROTH	3,050.00		3,050.00	
Garnishments	350.00		350.00	
Health & Welfare		1,660.00	1,660.00	
District Repay	100.00		100.00	
Miscellaneous	850.00		850.00	
Supplemental Insuran	2,769.27		2,769.27	
Summer Savings	32,352.66		32,352.66	204,769.42
SUBTOTAL	43,036.26	1,660.00	44,696.26	
TOTALS	157,737.06	202,312.65	360,049.71	

Vendor Summary for Pay Date 04/10/2025 thru 04/30/2025

Vendor Checks
Vendor Liabilities

Cancel/Reissue for Process Date 04/10/2025 thru 04/30/2025

Reissued
Cancel Checks
Void ACH

Selection: Grouped by Org, Filtered by (Org = 9, Fiscal Year = 2025, Starting Pay Date = 4/1/2025, Ending Pay Date = 4/30/2025)

ERP for California

Pay Date 04/10/2025 through 04/30/2025

Fiscal Year 2024/25

BALANCING DATA

NET

Gross Earnings	453,690.50	295,953.44	Net Pay	269,792.61	85
District Liability	202,312.65	157,737.06	Deductions	26,160.83	25
	202,312.65	202,312.65	Contributions		
	656,003.15	656,003.15			
			Direct Deposits		
			Checks		
			Partial Net ACH		
			Negative Net		
			Check Holds		
			Zero Net		
			TOTAL	295,953.44	110



**Eureka City
Schools**

Paul Ziegler, Assistant Superintendent

Business Services

2100 J Street | Eureka, CA 95501

WASTE REMOVAL AGREEMENT

- Whereas the Cutten School District is in need of waste removal services;
- Whereas Eureka City Schools has available waste removal services;
- Whereas Education Code Section 35160 provides authority for Eureka City Schools to enter into arrangements that are not violative of existing law; and
- Whereas Education Code Section 1200 et seq provides authority for the Cutten School District to enter into arrangements that assist school districts;
- Therefore, the Cutten School District and Eureka City Schools agree as follows:
 1. The term of this agreement is from July 1, 2025 through June 30, 2026.
 2. This agreement may be terminated by either party at any time by the giving of sixty (60) days written notice.
 3. Eureka City Schools shall provide waste removal services for the Cutten School District at the following sites:

Cutten School
4182 Walnut Drive
Cutten, CA 95534
(2) two-yard containers

Ridgewood School
2060 Ridgewood Drive
Cutten, CA 95534
(1) two-yard container

Cutten School District shall provide and maintain two (2) two-yard containers at Cutten School and one (1) two-yard container at Ridgewood School. ECS will provide for pick-up two times per week. Cutten School District agrees not to place hazardous waste or construction debris in the containers, and agrees to be fully responsible for any cost associated with the removal of any Hazardous Waste placed in the containers.

4. The Cutten School District shall pay to Eureka City \$703.00 per container per month for a sum of \$2,109.00 beginning July 1, 2025. Such amount may be adjusted by the percentage of increase in the transfer site disposal fees and fuel cost. Cutten School District agrees to pay from a monthly invoice via inter-district transfer for waste disposal services. Eureka City Schools will have the responsibility for keeping appropriate records of disposal charges at the landfill.
5. Eureka City Schools and the Cutten School District shall mutually agree to indemnify and hold harmless each other and their employees against any and all loss, damage, or liability (including court costs and attorney's fees) arising against the other as a result of their own discharge of their obligations identified in this agreement. If liability is shared between the parties, each party shall be responsible only to the extent of its proportionate liability. This obligation shall survive the termination of this agreement, and shall apply to any and all claims asserted with regard to the services provided for in this agreement.
6. The Cutten School District and Eureka City Schools shall provide Workers Compensation coverage for their respective employees. Nothing in this agreement shall be construed as providing that the employees of one entity are employees of the other entity.



Superintendent or Authorized Designee
Cutten School District

Paul Ziegler, Assistant Superintendent
Eureka City Schools

Date: 4-21-25

Date: _____

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT
2025-2026 SCHOOL YEAR**

THIS AGREEMENT is made and entered into by and between the **CUTTEN DISTRICT (CSD)** at its Board of Trustees meeting on, _____, and the **NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT (NHUHSD)**, at its Board of Trustees meeting on May 13, 2025.

(CSD) and NHUHSD hereby agree as follows:

1. **Description of Services:** NHUHSD agrees to provide the following services to (CSD): (Mark with a "X" all that apply and NA for those that don't apply)

 N/A I. Regular Home-to-School Transportation

 II. Field Trips (Services provided based on availability of drivers.)

 N/A III. Special Education Transportation Services (Services provided based on availability of drivers.)

 X IV. Maintenance Service

 V. Fuel Agreement

 VI. Bus Storage

2. **Term of Agreement:**

The term of this Agreement shall be from July 1, 2025, to June 30, 2026.

3. **Use of Facilities:**

NHUHSD will provide the Facilities (and any associated equipment) for use by (CSD) subject to the terms and conditions of this Agreement. (CSD) and its employees may use the Facilities subject to the terms and conditions of this Agreement.

4. **Modifications:**

This Agreement may be modified or amended in writing without additional consideration at any time by mutual consent of the parties.

5. **Applicable Law and Venue:**

This Agreement will be governed by the law of the State of California and venue shall be in the Superior Court of Humboldt County and no other place. Every provision or clause required by law to be inserted in this Agreement shall be deemed to be inserted and the Agreement shall be read and enforced as though it were included. If for any reason such provision is not inserted, or is not correctly stated, then upon application of either party, the changes shall be made by amendment to this Agreement which is acceptable to both parties.

6. **Execution in Counterparts:**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

7. **Authorization:**

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

8. **No Third Part Beneficiaries:**

Nothing in this Agreement shall be construed to create any duty or any liability to any person or entity not at party to this Agreement.

9. **Additional Conditions:**

- A. While providing services under this Agreement, **NHUHSD** is an independent contractor and not an officer, agent, or employee of **(CSD)**. **NHUHSD** shall not perform any services otherwise provided for under this Agreement if specifically not requested to do so by **(CSD)**, nor interfere with the policy-making functions of **(CSD)** unless expressly requested to do so. The parties also understand that some of the services to be performed under this Agreement may require additional express written authorization from **(CSD)** and will not be performed unless and until such authorization is given.
- B. **NHUHSD** shall hold harmless, defend and indemnify **(CSD)** from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property to the extent that such is caused by, or results from, the negligence or misconduct of **NHUHSD** or its officers, agents, or employees or others under its control. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- C. **(CSD)** shall hold harmless, defend and indemnify **NHUHSD** from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property to the extent that such is caused by, or results from, the negligence or misconduct of **(CSD)** or its officers, agents, or employees or others under its control. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- D. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice. Any notice of termination shall be transmitted via hand delivery, facsimile or U.S. mail.

10. **Scope of Work and Compensation:**

As full compensation for all services contemplated by this Agreement, **NHUHSD** shall receive the following from **(CSD)**: **(Mark with a "X" all that apply and NA for those that don't apply as in 1 above)**

N/A **I. Regular Home-to-School Transportation (N/A currently due to driver shortage):**

NHUHSD will provide home-to-school transportation of Regular Education students of the (CSD).

Bus Charges Fiscal Year \$ _____
\$4.25 per mile and \$57.12 per hour for driver.
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2025.

 II. Field Trips:

NHUHSD will provide transportation of students for field trips and/or other extra-curricular activities of the (CSD). **The availability of field trips may be limited depending on the availability of drivers.**

Bus Charges \$4.25 per mile and \$57.12 per hour for driver.
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2025.

Van Charges IRS rate plus 20% plus a \$35 fee per van per rental. **NHUHSD** driver may be requested at \$57.12 per hour.

N/A **III. Special Education Transportation Services:(N/A currently due to driver shortage):**

NHUHSD will provide transportation of Special Education students of the (CSD).

Apportionment for Special Education Transportation and excess costs at a rate of \$N/A per mile. The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2025.

In the event that it is impossible to transport a student with disabilities due to medical needs, safety issues for the student or passengers, availability of drivers, or other unforeseen circumstances, alternative transportation may need to be secured. Alternative transportation will be discussed with (CSD) to determine the best solution available. If the best solution of alternative transportation is provided by **NHUHSD** and creates an additional expense, the additional expense will be covered by (CSD).

X **IV. Maintenance Service:**

NHUHSD shall provide maintenance services to (CSD) vehicles, as requested. These services include, but are not limited to preventive maintenance services, smog inspections, repairs, and safety checks.

The service rate is \$100.00* per hour per mechanic billed in quarter hour increments. Parts are charged at the cost plus 8% for handling fees and indirect costs. Emergency road call

service requiring time outside of regular business hours, 7:30 AM to 4:30 PM, will be charged time and one-half, \$150.00* per hour mechanic billed in quarter hour increments.

V. Fuel Agreement:

NHUHSD shall provide renewable diesel fuel for **(CSD)** vehicles.

Costs will be calculated based on the current bulk rate price charged to **NHUHSD** plus 20% per gallon handling fee. All fuel use reports are the responsibility of **(CSD)**

VI. Bus Storage:

NHUHSD will provide the facilities for storage for **(CSD)** vehicles based on available space.

The storage rate is \$100.00 per month per vehicle for a bus.

The storage rate is \$50.00 per month per vehicle for a van.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the days and year first written above.

FOR:

CUTTEN SCHOOL DISTRICT

President, Board of Trustees

Date: _____

Superintendent

Date: _____

FOR:

NORTHERN HUMBOLDT UNION HSD

Natalie Giannini, President, Board of Trustees

Date: _____

Roger Macdonald, Superintendent

Date: _____



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

CLINICAL EXPERIENCE AGREEMENT

This Clinical Experience Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (University or WGU), and Cutten School District (District), and is effective as of the date of District's signature below (Effective Date).

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). University Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). University represents that each teacher/principal Candidate assigned to District for Student Teaching/Practicum is validly enrolled in an approved University educator preparation program and meets District's background requirements.

A. Definitions. For the purposes of this Agreement, capitalized terms* will have the following meanings:

1. Candidate refers to a student enrolled in a University program leading to an education degree.
 2. Mentor Teacher refers to a District employee who is the contracted teacher in the classroom to which the Candidate is assigned.
 3. Clinical Supervisor refers to a qualified individual who will supervise and complete observations and evaluations.
 4. Advanced Programs refers to University programs that are designed for licensed teachers to earn an endorsement or certification.
 5. Preclinical Experience refers to the active participation by a Candidate in a wide range of in-classroom experiences to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching.
 6. Student Teaching refers to the active participation by a teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Mentor Teacher and/or Clinical Supervisor.
 7. Practicum refers to the University Clinical Experience requirements for licensed teachers in an advanced endorsement program. Practicum length can range from 10 days to 12 months, depending on program and state requirements.
 8. Clinical Experience refers collectively to the Preclinical Experience and Student Teaching and/or Practicum.
- *References to "District" shall include the school.

B. Mutual Expectations. A placement site is a District where University places Candidates for a Clinical Experience with Mentor Teachers/principals, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Candidates, and to share accountability for Candidate outcomes. The school administrator and Mentor Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each experience.

C. Mutually Beneficial Activities. The parties agree to participate, to the extent feasible, in the activities outlined below:

1. When available, University staff may participate in District employee events and conferences, as appropriate, and District agrees to inform University of such opportunities.
2. Provide District with recruitment and talent acquisition planning and support from University's Career & Professional Development service(s) team, based on District compliance with University's Employer Recruiting & Guidelines.
 - o As possible, District will respond to quarterly survey requests from University's Career & Professional Development team about hiring plans and new hires from University.
3. University and District staff will co-select Mentor Teachers and Clinical Supervisors based on University requirements.

4. District employees who have been admitted to University may apply to receive aid so long as they meet scholarship eligibility requirements (University will retain sole discretion in funding and award decisions).
 5. University may invite District staff to participate in a focus group to:
 - provide feedback for improvement and continuous development of observation and evaluation instruments of Candidates, Mentor Teachers, and Clinical Supervisors; criteria for selection of Mentor Teachers and Clinical Supervisors; and curriculum development;
 - review data on Clinical Experiences and Candidate success to potentially modify selection criteria, determine future assignments of Candidates, and make changes in Clinical Experiences;
 - review how the depth, breadth, diversity, coherence, and duration data on Clinical Experiences are linked to student outcomes and Candidate performance.
- D. Recordings.** District recognizes that University requires its Candidates to video record in the classroom for evaluation purposes and agrees to permit video recording consistent with the conditions set forth in **Exhibit A** (Video Recordings).
- E. Mentor Teacher Standards.** District, with the input of University, will provide the teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Mentor Teacher who meets the following minimum requirements:
1. Holds a teaching credential or license: (i) for the subject area and/or grade level being taught; and (ii) in the state where Student Teaching occurs.
 2. Has: (i) a minimum of three (3) years of content area teaching experience (five (5) years preferred), with (ii) two (2) or more years teaching in the placement school and/or District, and (iii) strong evaluations.
 3. Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective (or equivalent) when a state, district, or school provides such ratings.
 4. Successfully and with positive impact mentored student teachers, colleagues, and/or other adults.
 5. Competently uses technology for communicating via email and completing online evaluation forms.
 6. Will demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:

○ All individuals can learn	○ Communication
○ Belonging	○ Integrity
○ Empathy	○ Professionalism
○ Growth Mindset	○ Intellectual courage
 7. Complete University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
 8. *For California Districts Only:* As required by the California Commission on Teacher Credentialing (CTC) Program Sponsor Alert (PSA) 19-05, Mentor Teacher has documented completion of training/professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to program curriculum, and eight (8) hours training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.
- F. Clinical Supervisor Standards.** A University Clinical Supervisor provides guidance, support, on-site assistance, assessment and feedback to a teacher Candidate throughout the Clinical Experience. To act in this role, a Clinical Supervisor must have:
1. A minimum of three (3) years teaching experience in K-12.
 2. A master's degree in education or related field.
 3. A current teaching license in the content area of supervision.
 4. Experience teaching in the content area of supervision.
 5. Ability to successfully complete a background clearance, if requested.
 6. District and principal approval (if a District employee).

7. Ability to consistently demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:
 - All individuals can learn
 - Belonging
 - Empathy
 - Growth Mindset
 - Communication
 - Integrity
 - Professionalism
 - Intellectual courage

G. University Responsibilities. University will:

1. Select qualified Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in a Clinical Experience.
2. Provide Mentor Teacher with compensation for participation in Clinical Experience as described in this Agreement. The Mentor Teacher may also receive professional development hours connected to the successful completion of University, and any state required Mentor Teacher training.
3. Be responsible for the selection, assignment, training, and compensation of Clinical Supervisors.
4. Require Candidates to have a fully cleared background check acceptable to District prior to participating in Clinical Experience activities.
5. Where required by state regulation or District policy, ensure Candidates have a current tuberculosis (TB) risk assessment and/or examination. Upon request, Candidates will be required to provide documentation to District prior to participating in a Clinical Experience.
6. Provide opportunities for feedback regarding improvement of University Candidate preparation.
7. Provide professional development training to Mentor Teachers regarding University processes and procedures.
8. Maintain an online site for support, resources, and training for Mentor Teachers.
9. Facilitate a cohort seminar in which teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.
10. Maintain general responsibility for instruction, academic evaluation, and related academic matters concerning Candidate participation in the Clinical Experience, including evaluation and grading.

H. District Responsibilities. District, or school administrator, will:

1. Nominate one or more qualified Mentor Teacher(s) by providing a completed copy of the Mentor Teacher Nomination Form to University's Field Placement Team.
2. Allow the Clinical Supervisor access to the host school and classroom, including virtual settings, for the specific purpose of observing Candidates.
3. Where applicable and where a Teacher Candidate will serve as a contracted teacher, District agrees to provide a Mentor Teacher during Student Teaching.
4. University utilizes video recordings for both observations and teacher performance assessments. District agrees to allow video recording and/or live streaming for completion of observations and teacher performance assessments for all University programs. (See **Exhibit A** for details regarding video recordings.)
5. Notify University about any changes to District policies (e.g., COVID and other healthcare policies).
6. Provide Candidates with any District policies and procedures to which Candidates are expected to adhere during the Clinical Experience and while on District premises.
7. Through the involvement of the Mentor Teacher and/or school administrator, participate with the Clinical Supervisor and teacher Candidates in two evaluations: one mid-way through Student Teaching, and a final evaluation at the end of Student Teaching. University shall be responsible for the format of evaluations.
 - See Advanced Programs Practicum section below for evaluation requirements for Educational Leadership, English Language Learning, and Master of Special Education.

8. Provide Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Clinical Experience.
9. Provide opportunities, when possible and appropriate, for Candidates to use technology to enhance student learning and monitor student progress and growth.
10. Provide opportunities, when possible and appropriate, for Candidates to experience working with diverse student populations, including English language learners and students with exceptional learning needs.
11. Encourage Mentor Teachers to participate in University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
12. Encourage administrators and Mentor Teachers to participate in University feedback surveys (offered at the end of the Clinical Experience) to report on Candidate quality and preparation and to provide program feedback to University for continuous improvement.
13. Adhere to any then-applicable state requirements related to training/professional development.
14. *For California Districts Only:* Require Cooperating Teachers to complete and document training/professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to the program curriculum, and eight (8) hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices (as required by the CTC).

I. Advanced Programs Practicum. The following additional requirements apply to Advanced Programs Practicum:

1. Candidates are licensed teachers who are in most cases completing the Practicum in their own classroom using a qualified individual within their school as a Clinical Supervisor who meets the applicable qualifications and requirements.
2. Each Candidate will:
 - o have a relationship with the school and arrange placement by obtaining District approval.
 - o secure his/her own Clinical Supervisor, subject to approval of University's Field Experience team to ensure the Clinical Supervisor meets program requirements.
 - o provide a valid background clearance, liability insurance, and teaching license.
 - o comply with any other applicable District requirements.
3. Evaluations of Candidates are as follows:
 - o Educational Leadership - 4 total (2 evaluations during the first Practicum course, and 2 during the second Practicum course)
 - o English Language Learning - 3 total (2 observations and 1 final evaluation)

J. Confidentiality & Education Records

1. District acknowledges that the education records of assigned Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, University designates District as a "school official" with a legitimate educational interest in such records.
2. University shall instruct Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Candidates or University employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

K. Additional Terms

1. Term. This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement. In the event of termination, any Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching or Practicum.
2. Points of Contact. Each party shall designate a point of contact for communication and coordination of Student Teaching or Practicum. Contact information is set forth following the signature block.

3. Right to Accept or Terminate a Placement. District may refuse to accept for placement, or may terminate the placement, of any Candidate based upon its good faith determination that the Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify University in writing and state the reasons for such decision.
4. Insurance.
 - o University Insurance. University represents and warrants that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. University shall maintain, at its sole expense, workers' compensation insurance as required by law.
 - o Professional Liability Insurance. Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Clinical Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
5. Status of Parties. Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. No Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.
6. Non-Discrimination. Each party agrees to comply with all applicable non-discrimination laws, and will accept, assign, supervise, and evaluate qualified Candidates regardless of race, sex, sexual orientation, religion, creed, national origin, age, disability, veteran status, or any other basis protected by law.
7. Entire Agreement. This Agreement represents the entire understanding between the parties relating to the subject matter and supersedes all prior oral or written agreements. This Agreement may be modified only in writing, signed by both parties.

The parties have executed this Agreement as of the Effective Date.

UNIVERSITY

By: Jennifer K. Doshier

Title: Director, Field Experience, School of Education

Point of Contact:

Field Experience Outreach

Email: tc_outreach@wgu.edu

For notice purposes:

Attn: General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

Email: legal@wgu.edu

DISTRICT

By: [Signature]

Title: Superintendent

Date: 4-22-25

Point of Contact:

Email: bmacquarrie@cuttensd.org

Phone: 707-441-3900

For notice purposes:

Email:

Exhibit A

Video Recording

1. Teacher Performance Assessment. District acknowledges that Candidates must complete a teacher performance assessment, which includes the submission of video recordings of themselves teaching in the classroom and of real artifacts (such as lesson plans, video, and student work samples). Recordings provide an avenue to evaluate performance and determine competency.
2. Clinical observation / Evaluation. University utilizes a secure, interactive, online, cloud-based platform to accommodate for the changing classroom environment and protect the health and safety of participants. Candidates upload recorded video submissions or participate in livestreams for feedback, scoring, and critiquing of video assignments, and Clinical Supervisors leave time-stamped feedback.
3. Guidelines. The following guidelines are provided to Candidates. District understands that Candidates are not employees or agents of University and that any further precautions regarding the privacy of District students should be agreed directly between the District and Candidates.

Teacher Candidate Guidelines for Video Recordings

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and Mentor Teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to University.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.

CUTTEN SCHOOL DISTRICT Certificated Staffing / Enrollment for 2024-2025 April 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	Ridgewood Total 270		
TK	Chastain, Amy	O'Kane, Tarryn	17	18	TK	45			
TK	Seghetti, Nadine	Copeland, Linda	15	19					
TK	Seymour, Melissa	Morris, Melissa	7	8					
K	Gabbert, Stacey	Emerson, Lilly	21	20	Kindergarten	66			
K	Lemmon, Katrin	Thayer, Tracy	19	17					
K	Seymour, Melissa	Morris, Melissa	9	11					
K	Escutia, Liz	Moser, Shara	19	18					
1	Felmlee, Jamie	Blacketer, Kacie	18	19	First	75			
1	Troyer, Chara	Morgan, Aubrie	18	19					
1	Kencke, Joe	Urban, Michelle	19	18					
1	Hinrichs, Dani	Wagner, Ella	19	19					
2	Ibbitson, Bethany	Houseworth, Stephanie	18	19	Second	74			
2	Rice, Suzanne	Blaisdell, Lena	19	19					
2	Bon, Mindi	Holgerson, Ashley	18	17					
2	Richards, Mike	Kidd, Lorna	18	19					
SDC	Jones, Taylor	Burton, Meghan & Taylor	11	11		11			
3	Standish Tina	Hulstrom, Gidget	21	22	Third	67	Cutten Total 285		
3	Watkins, Lindsey	Pino, Karen	23	23					
3	Watson, Harriet	Hulstrom, Mike	21	22					
4	Benbow, Tracy	Kovaly, Anna	20	20	Fourth	63			
4	Hague, Jaime	Lawson, Brandi	22	23					
4	Cudahy, Emily	Hubbard, Kara	21	20					
5	Code, Jen	Bell, Marissa	25	25	Fifth	84			
5	Stokes, MaryBeth	North, Emma	25	25					
5	Ashmore, Shandi	Martin, Emily	25	23					
5	Cook, Kaycee	McCarty, Sydney	13	13	Sixth	60			
6	Yip, Andrea	Smith, Jessica	27	24					
6	Cook, Kaycee	McCarty, Sydney	8	9					
6	Mitchell, Brandee	Creason, Valerie	27	25					
		Totals	552	555				555	555

AUTHORIZATION FOR FISCAL YEAR _____ **CS-7**

DATE: _____, 20____ **SCHOOL DISTRICT** _____

CERTIFICATION

This is to certify that the Board of Trustees of the above stated School District passed the following motion at its _____, 20__ meeting authorizing the following to sign commercial warrants and payroll payment orders as agent of the Board.

"It was moved by _____

and seconded by _____

that _____

Be authorized to sign commercial warrants and payroll payment orders as agent of the Board

of trustees of the _____ School District.

Ayes (Members' Names): _____

Noes (Members' Names): _____

Motion Carried."

Authorized Signatures:

Board of Trustees Signatures:

(signed) Clerk, Board of Trustees

Return to HCOE Business Office



Cutten School District

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

Superintendent/Principal
Becky MacQuarrie, EdD

GASB 101 Compensated Absences Accrual Policy

Effective Date: July 1, 2024

Background

GASB 101 establishes standards of accounting and financial reporting for (a) compensated absences and (b) associated salary-related payments, including certain defined contribution pensions and defined contribution other postemployment benefits (OPEB). The requirements of this Statement apply to the financial statements of all state and local governments.

Governments often provide to their employees paid leave benefits, such as vacation leave and sick leave. GASB 101 requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means.

The Government Accounting Standards Board (GASB) has issued Statement Number 101 (GASB 101, “the standard”), effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.

Purpose

This policy states the determination of the accrual of compensated absences and salary-related payments for Sample School District, provides guidance to Sample School District staff about when it is appropriate to accrue compensated absences and related payments, and describes the measurement and accounting treatment of compensated absences and related payments under GASB Statement No. 101.

Definitions

Compensated Absences is leave for which employees may receive one or more (a) cash payments when the leave is used for time off; (b) other cash payments, such as payment for unused leave upon termination of employment; or (c) noncash settlements, such as conversion to defined benefit postemployment benefits. The payment or settlement could occur during employment or upon termination of employment. Compensated absences generally do not have a set payment schedule. Examples of compensated absences include vacation (or annual) leave, sick leave, paid time off (PTO), holidays, parental leave, bereavement leave, and certain types of sabbatical leave.



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(707) 441-3900 • Fax (707) 441-3906

Superintendent/Principal
Becky MacQuarrie, EdD

Sabbatical leave during which an employee is not required to perform any significant duties for the government (unrestricted sabbatical leave, as used in this Statement) is a compensated absence. Sabbatical leave during which an employee is required to perform duties of a different nature for the government (for example, research instead of teaching) is not a compensated absence.

Salary-related payments are obligations that a government incurs related to providing leave in exchange for services rendered. (The term salary in salary-related payments represents any pay provided to the employee, whether it is a fixed amount or an hourly wage.) Examples of salary-related payments include the employer share of Social Security, Medicare taxes, PERS/STRS, Unemployment Insurance, and Worker's Compensation.

General Policy

Compensated Absences

GASB 101 requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means.

1. Leave that has not been used:
 - A. the leave is attributable to services already rendered,
 - B. the leave accumulates, and
 - C. the leave is **more likely than not*** to be used for time off or otherwise paid in cash settled through noncash means.

*The term more likely than not means a likelihood of more than 50 percent.

A government should evaluate whether leave is **more likely than not** to be used for time off or otherwise paid in cash or settled through noncash means by assessing relevant factors, including the following:

- A. The government's employment policies related to compensated absences.
- B. Whether leave that has been earned is, or will become, eligible for use or payment in the future.
- C. Historical information about the use, payment, or forfeiture of compensated absences.
- D. Information known to the government that would indicate that historical information may not be representative of future trends or patterns.

A liability for leave describes above should be measured using an employee's pay rate as of the date of the financial statements, except for the following situation:



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Superintendent/Principal
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- a. If some or all of the leave is more likely than not to be paid at a rate different from the employee's pay rate at the time the payment is made, a government should measure that portion of the liability using that different rate as of the date of the financial statements.
 - b. If the leave is not attributable to a specific employee as of the date of the financial statements (for example, if leave has been donated to a shared employee leave pool), a government should measure the liability using an estimated pay rate that is representative of the eligible employee population.
 - c. If some or all of the leave is more likely than not to be settled through noncash means other than conversion to defined benefit postemployment benefits, a government should measure the liability based on the amount for which it is more likely than not to be settled.
2. Leave that has been used:
A liability should be reported when leave is used for time off but has not yet been paid in cash or settled through noncash means, including the types of leave like unlimited leave and holiday leave that is taken on a specific date not at the discretion of employees. That liability, including any applicable salary related payments, should be measured at the amount of the cash payment or noncash settlement to be made for the use of the leave.

Salary-related payments

GASB 101 requires that a governmental entity should include in the measurement of its liabilities for compensated absences (for both leave that has been used and leave that has not been used) salary-related payments that are directly and incrementally associated with the leave, except for salary-related payments related to defined benefit pensions or defined benefit OPEB.

A salary-related payment may be incrementally associated only with a portion of the recognized leave.

For leave that has not been used, expense for salary-related payments related to defined contribution pensions or defined contribution OPEB should be recognized when the liability for that leave is recognized and should be reported as pension expense or OPEB expense, as applicable. Those amounts should not be reported as a pension liability or an OPEB liability. For leave that has been used, salary-related payments related to defined contribution pensions or defined contribution OPEB should be included in a pension liability or an OPEB liability in accordance with the requirements of Statements (GASB) 68, 73, or 75, as amended.

Our entity has selected 100% of sick leave and salary-related payments to be accrued along with the entire vacation accrual balance and salary-related payments, based on historical information and experience.



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The determination of accrual of compensated absences and salary-related payments will be reviewed regularly and adjusted as conditions warrant to ensure compliance with GASB 101 and any subsequent amendments. Changes to this policy shall be approved by the management of the government entity.

Relationship to Postemployment Benefits

The projected effects on an employer's defined benefit postemployment benefits liability resulting from a payment for compensated absences should not be included in the liability for compensated absences.

Some governments allow or require compensated absences (often sick leave) to be paid to an employee upon termination of employment through a distribution to an individual account (instead of directly to the employee) to be used for specified purposes, such as payment of the employee's share of future healthcare premiums. Leave that (a) has not been used, (b) meets the recognition criteria of leave that not been used in general policy section, and (c) is more likely than not to be paid in this manner should be included in a liability for compensated absences following the general measurement of liability measured using an employee's pay rate as of the date of the financial statements and the leave is more likely than not to be paid at a rate different from the employee's pay rate at the time the payment is made, a government should measure that portion of the liability using that different rate as of the date of the financial statements.

Exclusions

The provisions of GASB Statement 101 do not apply to the following:

- Leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be recognized as a liability for compensated absences.
- For types of compensated absences that are dependent upon the occurrence of a sporadic event that affects a relatively small proportion of employees in any particular reporting period, a government should not recognize a liability until the leave commences. For the purposes of this Statement, parental leave, military leave, and jury duty leave should not be recognized as liabilities until the leave commences. However, sick leave and unrestricted sabbatical leave should be recognized in accordance with the provisions in compensated absence under leave that has not been used.
- For the following types of compensated absences, a government should not recognize a liability until the leave is used:
 - A. Leave that employees are able to take as needed without specific limits (sometimes referred to as unlimited leave)
 - B. Holiday leave that is taken on a specific date not at the discretion of employees.



Cutten School District

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

Superintendent/Principal
Becky MacQuarrie, EdD

Calculating the Liability Related to GASB 101 Compensated Absences

- A. Determine accumulated leave balances.
- B. Calculate leave liability based on employee calculated hourly rates. (Additional information in **General Policy Section**)
- C. Add to leave liability the salary-related payments liability. (e.g., employee taxes and benefits) – see **Definition Section** for salary-related payments for additional information.
- D. Adjust total leave liability by projected utilization percentage (if any adjustment applies)

Other Modifications and Terminations

Changes to the measurement of the liability in future periods due to a change in pay rate should be recognized in the period of the change.

	2025-26 Enrollment/Staffing	
SDC	RW (8)	
SDC	Cutten (14)	
TK	19	38
	19	
K	20	78
	20	
	19	
	19	
1	22	75
	22	
	22	
	9/	
2	10	79
	23	
	23	
	23	
3	19	76
	19	
	19	
	19	
4	24	72
	24	
	24	
5	27	67
	27	
	13/11	
6	27	92
	27	
	27	
		577

13 teachers

13 Teachers

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This contract ("Contract") is entered into this ____ day of _____ 2025, and is made by and between Caldwell Flores Winters, Inc. (hereinafter, "CFW") and the Cutten School District of Humboldt County, a California public school district, (hereinafter, "District"), and collectively are herein after referred to as the "Parties."

RECITALS

WHEREAS, CFW provides professional consultant services for facilities planning and assessments, educational program consulting, State aid grants for the modernization and construction of school facilities, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs throughout the State of California;

WHEREAS, the District has contracted under separate agreement with CFW for the provision of professional consultant services for services to prepare a facilities assessment and implementation plan, and acknowledges such agreement;

WHEREAS, an affiliate company, CFW Advisory Services LLC, provides municipal advisory services in the issuance of municipal debt obligations;

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, CFW Advisory Services LLC;

WHEREAS, the District is seeking to retain the services of a professional consulting firm for the purpose of providing professional consulting, advice, strategic planning and solicitation of State grants through the State School Facility Program and related programs offering funding to California public school districts for facilities programs (hereinafter, "State Aid Services");

WHEREAS, the District desires to retain the professional services of CFW to provide State Aid Services, as approved by the District and more particularly described in this Contract;

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Contract, the services provided by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the following is hereby agreed:

I. PROFESSIONAL CONSULTANT SERVICES

CFW agrees to provide the District with professional consulting services in the form of State Aid Services as more fully set forth and specified in Exhibit A, incorporated herein and made a part of this Contract by reference.

II. DISTRICT COOPERATION

In order to perform the proposed scope of work, the District understands and agrees to cooperate with CFW by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of CFW. On occasion, CFW may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

From time to time, when necessary and appropriate, CFW may request that the District authorize access to consultants and professional services that the District is currently working with or in need of procurement in order to complete the scope of work contemplated herein. The District agrees to provide or authorize access to these additional professional services as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties recognize and acknowledge that it often takes many years for the District to secure grant funding through the State School Facility Program and related programs offering funding to California public school districts for facilities programs. In light of this consideration, the Parties have agreed to a term as follows to provide State Aid Services pursuant to Exhibit A, including to develop a strategy, update the District's eligibility, submit applications, advocate on the District's behalf, and secure funding.

The Term of this Contract shall commence upon approval by the Board of the District and shall continue through April 30, 2030. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the Governing Board of the District.

The Parties further recognize that the payment of the fee to CFW is contingent on the District receiving a grant. It is intended that the obligation to pay the fee shall survive beyond the term of this Contract for (1) any application submitted by CFW to the Office of Public School Construction or any other grant agency and/or (2) work or advocacy performed by CFW on behalf of the District to secure grant funding. In these cases, payment of the fee shall be consistent with the terms set forth in Article XIII of this Contract.

V. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto related to the proposed State Aid Services and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract.

VI. TERMINATION

Recognizing that this contract is a contingency contract and that substantial professional advice and consultation is being provided by CFW on a contingency basis with the full expectation of being compensated for those services when funding becomes available to the District, often years after the work is performed, this obligation shall survive any termination, whether by expiration of the contract, termination for cause, or termination for convenience by mutual agreement of the parties.

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default. In the event the District terminates this Contract after the expiration of the cure period, CFW shall be entitled to its earned compensation at such time that the District receives grant funding for any application prepared by or submitted on behalf of the District by CFW to the State School Facility Program and any other related program offering funding to California public school districts for facilities programs.

The Parties may also agree to mutually terminate this Contract by a writing reflecting the agreement.

In the event of any termination, payment of the fee shall be consistent with the terms set forth in Article XIII of this Contract.

VII. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below:

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

Caldwell Flores Winters, Inc.
ATTN: Emilio A. Flores, Chief Executive Officer
2163 Harbor Bay Parkway
Alameda, CA 94502

VIII. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Alameda County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

IX. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

X. PREVAILING LAW

This Contract shall be interpreted and shall be governed by California law.

XI. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

XII. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

XIII. FEE FOR STATE AID SERVICES

The District agrees to compensate CFW for State Aid Services as set forth in Exhibit A at a rate equal to two and one half percent (2.5%) per application (Total Fee) of the principal amount of any and all grants received by the District for facilities as a result of State Aid Services provided by CFW pursuant to the State School Facility Program and/or related programs offering funding to California public school districts for facilities programs.

The Parties recognize that the payment of the fee to CFW is contingent on the District ultimately receiving a grant. The Parties also recognize and acknowledge that it often takes many years for the District to secure grant funding through the State School Facility Program and related programs offering funding to California public school districts for facilities programs. The length of the process may extend beyond the term of this Contract and could also extend beyond the service term of the District's Board of Trustees and executive staff entering into this Contract. Consequently, as previously stated in Section IV, it is intended that the obligation to pay the fee for State Aid Services provided by CFW shall survive beyond the term of this Contract.

Given the length of time that is possible from the commencement of State Aid Services to the awarding and allocation of funds, the Parties agree the following levels of compensation will be due to CFW if and when funds are awarded to the District based on State Aid Services provided by CFW. The Parties agree that eighty percent (80%) of the Total Fee has been earned by CFW once an application is submitted on behalf of the District for funding for grants from the State School Facility Program or any other related program offering funding to California public school districts for facilities programs; ninety percent (90%) of the Total Fee has been earned by CFW once the District has been notified that such agency will begin processing the submitted application; and, one hundred percent (100%) of the Total Fee has been earned by CFW once the State Allocation Board approves the District's application and provides apportionment of funding. No fee is paid to CFW until and unless the District receives an apportionment of funding.

The Total Fee shall be payable to CFW in lump sum within 30 days of receipt of any such State grant or other grant funds received by the District.

XIV. APPROVAL

In executing this Contract, persons signing on behalf of CFW or District represent that each has the authority to do so. This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution. In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed to and executed on this _____ day of _____ 2025.

AGREED:

Emilio A. Flores, Chief Executive Officer
Caldwell Flores Winters, Inc.

Becky MacQuarrie, Superintendent
Cuttan School District

<p style="text-align: center;">EXHIBIT A</p> <p style="text-align: center;">SCOPE OF WORK</p>

CFW agrees to provide State Aid Services pursuant to this Contract and as provided below:

1. Review educational and facilities goals and background materials provided by the District to CFW
2. Analyze District's eligibility under the State School Facility Program and related programs offering funding to California public school districts for facilities programs
3. Conduct walk through with District staff of existing facilities to verify District facility information, if needed
4. Develop strategy to establish available eligibility and provide recommendations suitable to District needs
5. Establish, update, or re-establish the District's baseline eligibility for funding with the State as required
6. Assist District in preparing and submitting necessary applications
7. Meet with State representatives, if required
8. Attend necessary informational and decision-making meetings, both locally and at the State, including the Office of Public School Construction, State Allocation Board, and California Department of Education, as requested by the District
9. Assist District in the securing and receipt of State funds, including coordinating responses to State requests for additional information

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

This contract is entered into this ____ day of _____ 2025 (hereinafter “Contract”), and is made by and between Caldwell Flores Winters, Inc. (hereinafter “CFW”) and the Cutten School District a California public school district located in Humboldt County (hereinafter, “District”), collectively hereinafter to be referred as the “Parties”.

RECITALS

WHEREAS, CFW provides professional consultant services for facilities planning and assessments, State aid grants for the modernization and construction of school facilities, educational program consulting, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs throughout the State of California;

WHEREAS, the District has contracted under separate agreement with CFW for the provision of professional consultant services for State aid grants for the modernization and construction of school facilities, and acknowledges such agreement;

WHEREAS, an affiliate company, CFW Advisory Services LLC, provides municipal advisory services in the issuance of municipal debt obligations;

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, CFW Advisory Services LLC;

WHEREAS, the District desires to engage CFW to provide professional consultant services for the provision of planning consulting services as more particularly described in Exhibit A (hereinafter “Scope of Work”) and as such is made a part of this Contract;

WHEREAS, the District has determined independently that it cannot provide through its own personnel the services to be performed by CFW under this Contract;

WHEREAS, the District has determined independently that the services and Scope of Work to be provided by CFW are exempt from Public Contract Code Section 20111, and the District has fully complied with State Law, its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and CFW, the Parties hereby agree as follows:

I. PROFESSIONAL CONSULTANT SERVICES

CFW agrees to provide the District with professional consultant services as more fully set forth and specified in the Scope of Work (Exhibit A), incorporated herein for all purposes and made a part of this Contract by reference.

II. DISTRICT COOPERATION

In order to perform the Scope of Work, CFW will require complete and accurate information. The District understands and agrees to cooperate with CFW by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of CFW. On occasion, CFW may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

From time to time, when necessary and appropriate, CFW may request that the District authorize access to consultants that the District is currently working with in order to complete the Scope of Work contemplated herein. The District agrees to provide or authorize access to these additional professional services as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such initial determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. While the District makes that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties have agreed to a term of one (1) year for this Contract. The term of this Contract shall commence upon approval by the Governing Board of the District and execution by the Superintendent and shall continue through a twelve-month period thereafter. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

V. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract. This Contract is not intended to replace or supersede any prior contract for services between the Parties and may supplement and provide additional services not contemplated under those agreements.

VI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the Scope of Work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

In the event that the District terminates this Contract, or the Parties mutually agree to terminate this Contract, CFW shall be compensated pursuant to Section XIII based on the percentage of work completed as of the date of termination.

VII. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

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

Caldwell Flores Winters, Inc.
ATTN: Emilio A. Flores, Chief Executive Officer
2163 Harbor Bay Parkway
Alameda, CA 94502

VIII. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Alameda County before a single arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure Section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude

parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

IX. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of the District.

X. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

XI. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the written approval of the District. Such approval shall not be unreasonably withheld by District.

XII. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs of enforcement as determined by the court or any statute.

XIII. FEE FOR SCOPE OF WORK

Pursuant to Exhibit A, Section I, CFW agrees to provide professional services to develop a Facilities assessment and Implementation Plan. District shall compensate CFW a total fee of \$20,000.00, payable in four (4) installments of \$5,000.00, commencing the first of the month after the execution of this Contract, followed by monthly payments on the first of the month for each period thereafter.

The District shall reimburse CFW for all out of pocket expenses incurred by CFW to complete the proposed scope of work outlined in Exhibit A. The expenses shall be reimbursed by the District at the rate of their direct cost, plus an additional ten percent (10%) as invoiced by CFW, not to exceed \$5,000 in total.

XIV. APPROVAL

This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution.

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed to and executed on this ____ day of ____ 2025.

AGREED:

Emilio A. Flores, Chief Executive Officer
Caldwell Flores Winters, Inc.

Becky MacQuarrie, Superintendent
Cutten School District

<p style="text-align: center;">EXHIBIT A</p> <p style="text-align: center;">SCOPE OF WORK</p>

The following is the agreed Scope of Work between Caldwell Flores Winters, Inc. (“CFW”) and the Cutten School District (“District”) for professional planning services to establish a Facilities Assessment and Implementation Plan as described below.

1. Review facility program goals and related needs, with a focus on implementing the District’s desired educational program (e.g., development of additional school facilities, expansion of school support facilities, mobile 1:1 devices and technology).
2. Conduct school site visit with District staff to identify current campus usage, required improvements, opportunities for reconfiguration, and options for facility placement.
3. Produce educational specifications for the required size and desired usage of new or modernized facilities.
4. Review District educational program, enrollment, capacity to house students, projected residential growth, existing State aid eligibility, available educational program facility requirements and impact on proposed need for facilities.
5. Incorporate design standards, 21st century best practices, and relevant California Department of Education criteria for proposed facilities.
6. Perform school site analysis using findings from school site visit, background information, and digital geographic resources (e.g. Google Earth) to develop one or more school site plan options for review and further input by District staff.
7. Work with District staff to integrate prior or third party studies, identify facility improvements, estimated costs of proposed improvements, required sequencing, interim housing an phasing, if needed.
8. Review and incorporate cost estimates and provide recommendations for adjustments to identified school facility needs.
9. Integrate finance plan to incorporate State aid opportunities.
10. Tailor a capital program to meet the availability and timing for anticipated funding and estimated escalation of costs.
11. Prepare a phasing and sequencing plan for proposed capital expenses including proposed sources and uses for implementation.
12. Document and publish findings within a Facilities Assessment and Implementation Plan for Board consideration.
13. Provide a bound hard copy of the Facilities Assessment and Implementation Plan and a digital copy for District use.

CUTTEN ELEMENTARY SCHOOL DISTRICT

Job Title: Bond/Construction Secretary (Part-Time)

Position Summary:

The Bond/Construction Secretary will provide administrative support for school construction and bond-related projects. This position is responsible for maintaining and organizing construction documentation, tracking project budgets, assisting with billing processes, and supporting communication between district staff, contractors, and stakeholders. The role requires strong organizational skills, attention to detail, and the ability to manage multiple responsibilities efficiently.

Work Schedule:

1 day per week (8 hours/day)

Location:

Cutten Elementary School District, District Office

Responsibilities:

- Track and maintain detailed construction budgets and expenditures
- Organize and file construction plans, permits, contracts, and related paperwork
- Process and monitor construction-related invoices and billing documentation
- Maintain communication with contractors, project managers, and district administrators
- Assist in preparing reports, meeting notes, and construction updates
- Schedule and coordinate project-related meetings and site visits
- **Schedule and prepare for Citizen Oversight Committee meetings**, including preparing agendas, distributing materials, and taking meeting minutes
- Ensure compliance with district and regulatory documentation standards
- **Assist the Superintendent, and Business Officer with administrative tasks related to bond and construction projects, as needed**
- Perform general administrative tasks as needed
- Other duties as assigned

Qualifications:

- High school diploma or equivalent required
- Previous experience in a secretarial or administrative support role, preferably in construction billing or school district settings
- Strong organizational and record-keeping skills
- Proficient with Microsoft Office Suite (Word, Excel, Outlook)
- **Proficient in Google Workspace (Docs, Sheets, Drive, Gmail, Calendar, etc.)**
- Excellent communication skills, both written and verbal
- Ability to manage time effectively and meet deadlines
- Familiarity with construction or bond projects is a plus

Preferred Qualifications:

- Experience with construction billing or financial tracking
- Knowledge of public sector or school district administrative processes

Compensation:

Salary range: **\$20.44 – \$31.53 per hour**, depending on experience and qualifications.

2025
-7
RESOLUTION NO. _____

Cutten A Resolution of the Governing Board of the
School District Urging the California
Department of Education to Fulfill Its
Obligations Under Senate Bill 1315 and to
Prioritize the Needs of Small School Districts

WHEREAS, in Fall 2024, the Governor signed Senate Bill 1315 (Archuleta), amending Section 33318.2 of the Education Code and Section 9795 of the Government Code, requiring the California Department of Education (CDE) to submit a report by March 1, 2025, identifying all Local Education Agency (LEA) reporting requirements, specifying the purpose of each, and making recommendations for the consolidation, elimination, or shortening of those requirements; and

WHEREAS, CDE's submitted report, completed on March 1, 2025, failed to fully comply with the clear statutory mandates, omitting mandated plans and reports, omitting recommendations for consolidation and elimination of reports and plans, postponing such proposals until an unspecified future date beyond the March 1 deadline; and

WHEREAS, the report conspicuously failed to capture numerous mandatory LEA reporting requirements, including but not limited to: the Local Control and Accountability Plan (LCAP), School Plan for Student Achievement (SPSA), and extensive federal and state compliance plans tied to categorical funding, among others (See Attachment); and

WHEREAS, the report inadequately distinguishes between the burdens faced by different LEA types, including the substantial and disproportionate impact reporting has on small school districts, which often have extremely limited administrative staff; and

WHEREAS, small school districts frequently must divert valuable educator time away from direct student services to prepare duplicative, complex, and often unnecessary reports—many of which lack evidence of being meaningfully reviewed or utilized to improve educational outcomes; and

WHEREAS, the irony cannot be overlooked that while CDE demands an extraordinary volume of reporting from school districts under tight timelines, it failed to meet the legislature's straightforward request for a complete and compliant report on time; and

WHEREAS, the sheer number of mandatory and voluntary reporting requirements, as documented by the California School Boards Association (CSBA) in *Drowning in Documentation* and confirmed through stakeholder feedback, continues to erode the ability of educators—particularly in small, rural communities—to focus on instructional improvement and student well-being; and

WHEREAS, it is imperative for the health of California’s educational system that the burden of reporting be immediately reduced, especially for school districts serving fewer than 2,500 students, with flexibility, exemptions, or abbreviated reporting formats provided to small LEAs;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the _____ School District hereby:

- A.** Finds that the CDE’s March 1, 2025 report fails to meet the clear statutory requirements of Senate Bill 1315, and therefore calls on the legislature and the Governor to reject the report as noncompliant;
- B.** Demands that CDE immediately amend and resubmit a report that:
 - Identifies *all* LEA reporting and planning requirements, including LCAPs and SPSAs;
 - Includes a complete set of recommendations for consolidation, elimination, or streamlining of reporting mandates; and
 - Categorizes the burdens based on LEA size, with specific relief proposals for small school districts;
- C.** Urges the CDE to:
 - Reduce LEA reporting obligations by a minimum of 25%, as outlined in CSBA’s *Drowning in Documentation* report;
 - Waive duplicative or non-essential reports for districts with enrollments under 1,000 students;
 - Develop abbreviated reporting formats for small districts to ensure equity in administrative workload;
- D.** Requests that a final list of reports and plans to be consolidated, eliminated, or truncated be delivered no later than July 1, 2025, in order to allow for implementation in the 2025–26 school year;

E. Encourages other small school districts across California to adopt similar resolutions, join in coordinated advocacy, and demand that California's educational bureaucracies prioritize classroom instruction and student outcomes over redundant paperwork;

PASSED AND ADOPTED by the Board of Trustees of the Cutter School District at a duly noticed public meeting held on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Governing Board

_____ School District

DATED: _____

Clerk, Governing Board

_____ School District

DATED: _____

CERTIFICATION

I, [Superintendent Name], Superintendent and Secretary to the Governing Board of the _____ School District of _____ County, California, do hereby certify that the foregoing is a true and correct copy of a resolution and reflection of its vote as duly adopted by said Board at a meeting thereof, which Resolution is on file and of record in the office of the Superintendent.

Date: _____

[Superintendent Name]

Superintendent and Secretary to the
Governing Board

_____ School District