



Cutten School District

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

Superintendent/Principal
Sue Ivey

Building a better world, one student at a time.

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

Board of Trustees

The Cutten School District Board of Trustees meets on the second Monday of the month at 6:30pm in the Ridgewood School Commons. Meeting agendas are posted at Ridgewood and Cutten Schools, as well as the district website (www.cuttensd.org). Regular meeting agendas are posted at least 72 hours in advance and special meeting agendas are posted at least 24 hours in advance. *Currently, all board meetings are held remotely via Zoom, with links available on all board agendas.*

Addressing the Board

You may speak on a matter not on the agenda at the beginning of a regular meeting during the time reserved for public comment. After being recognized by the President, you will be allowed three minutes to address the board. The Board may not take action on the matter at this meeting. You may speak on any item on the agenda when that item is being discussed. *During Zoom meetings please use the "raise hand" function found in the "participants" tab to be called on by the President.*

Regular Session

In order to address the Board, please wait for recognition by the President. Speakers are expected to be courteous and to avoid any remarks that reflect adversely on the character or motives of any person or on his or her race, religion, or political or economic views. The Board will hear public testimony on any given topic for a maximum of twenty (20) minutes. Each speaker will be limited to three (3) minutes. The Board may, by consensus and at its discretion, extend the time limit. *During Zoom meetings please use the "raise hand" function found in the "participants" tab to be called on by the President.*

Closed Session

While school board meetings must be open to the public, California law provides for closed sessions which are not open to the public when the Board is considering expulsions, suspensions or disciplinary actions in connection with any pupil; the appointment, employment or dismissal of a public officer or employee; or when the Board is hearing complaints or charges brought against a public officer or employee. The individual may, however, request a public hearing. In addition, the Board may hold a closed session to discuss certain aspects of negotiations with employees and pending litigation. All action taken by the board in closed session will be reported upon reconvening to open session.

Complaints

Complaints are to be addressed by first speaking with the person directly involved. If this does not resolve the issue, the complaint should be submitted in writing to the Superintendent. The Superintendent will investigate and respond in writing. Only after exhausting these levels can a written request be submitted asking that the issue be heard by the Board.



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CUTTEN ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

SPECIAL BOARD MEETING AGENDA

May 17, 2021 5:00 pm

Join Zoom Meeting

<https://zoom.us/j/93772700562?pwd=ZHpuZmRjUWhGM2VzckdEN3JwMmh4QT09>

Meeting ID: 937 7270 0562

Passcode: Cutten

Join by telephone: +1 669 900 6833

1.0 CALL TO ORDER

2.0 CONSENT AGENDA

- 2.1 Approval of Transportation Services Agreement 2021 – 22 with NHUHSD

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 INFORMATION / POSSIBLE ACTION ITEMS

- 4.1 Consider Approval of Expanded Learning Opportunities Grant Plan

2.0 PUBLIC COMMENT ON CLOSED SESSION ITEM

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

5.0 CLOSED SESSION

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

- 5.1 *CONFERENCE WITH REAL PROPERTY NEGOTIATOR (GC § 54956.8)*
Property: 4140 Walnut Drive, Eureka, CA 95503
Agency Negotiator: Andy Sundquist

4.0 RECONVENE TO OPEN SESSION

Report of Action Taken

6.0 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.

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT
2021-2022 SCHOOL YEAR**

THIS AGREEMENT is made and entered into by and between the **CUTTEN SCHOOL 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 _____.

(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 - N/A currently due to driver shortage
- _____ II. Field Trips (Services provided based on availability of drivers.)
- _____ III. Special Education Transportation Services (Services provided based on availability of drivers.)
- X IV. Maintenance Service
- _____ V. Fuel Agreement
- _____ VI. Bus Storage
- _____ VII. Private Vehicle Inspection

2. **Term of Agreement:**

The term of this Agreement shall be from July 1, 2021, to June 30, 2022.

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 \$ _____
\$3.00 per mile and \$46.61 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, 2021.

 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 \$3.00 per mile and \$46.61 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, 2021.

Van Charges IRS rate plus \$35 fee per van per rental.

 III. Special Education Transportation Services:

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

Apportionment for Special Education Transportation and excess costs at a rate of \$2.61 per mile. The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2021.

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 \$90.00* per hour per mechanic billed in quarter hour increments (pending negotiations). 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, 6:00 AM to 5:00 PM, will be charged time and one-half, \$135.00* per hour mechanic billed in quarter hour increments (*pending negotiations).

_____ **V. Fuel Agreement:**

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

Costs will be calculated based on the current bulk rate price charged to **NHUHSD** plus a \$0.35 per gallon handling fee.

_____ **VI. Bus Storage:**

NHUHSD will provide the facilities (and any associated equipment) for storage for **(CSD)** vehicles.

The storage rate is \$50.00 per month per vehicle.

_____ **VII. Private Vehicle Inspection:**

NHUHSD will provide vehicle inspection of **(CSD)** parents, staff, or other private vehicles associated with **(CSD)**. The inspection shall include review of driver's records including the current status of the license, insurance and DMV INF 1125 three-year driving record. The driver will complete paperwork to meet the minimum standards of **NHUHSD** and the North Coast Insurance Group. At a minimum, vehicle tires/jacks, fluids, lights, seat belts, wipers/blades, brakes, and belts and hoses will be inspected.

The inspection rate is \$25.00 per vehicle.

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: _____

Sue Ivey, Superintendent

FOR:

NORTHERN HUMBOLDT UNION HSD

Theresa Grosjean, President, Board of Trustees

Date: _____

Roger Macdonald, Superintendent

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Personal telephone calls, teacher-parent communication, weekly newsletter, mass notification messages, surveys, and parent-community events (may be virtual)

A description of the LEA's plan to provide supplemental instruction and support.

Summer school will be offered in 2021 and 2022. One certificated teacher and one instructional aide will be assigned to each grade level. Eligibility for summer school will be determined through diagnostic multiple measures assessments. Priority will be given to students with disabilities and English language learners. A reading program will be purchased to provide instruction for summer school. Paraprofessionals' hours will increase to provide daily targeted instruction. Additional academic services provided by paraprofessionals will be prioritized for student with disabilities when they are receiving instruction in the regular education setting. A full-time school social worker will be hired to support the social-emotional needs of all students, and in particular low-income students, foster youth, homeless students, students at risk of abuse, neglect, or exploitation, and disengaged students.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time <i>Summer school 7/1/2021 – 7/23/2021; 6/27/2022 – 7/22/2022</i> <ul style="list-style-type: none"> • <i>Certificated staff: \$120,860</i> • <i>Instructional aides: \$26,856</i> 	\$ 147,716	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports <ul style="list-style-type: none"> • <i>Fountas and Pinnell Curriculum \$32,734</i> • <i>Paraprofessionals – increase classroom aides \$192,735</i> 	\$ 225,469	[Actual expenditures will be provided when available]
Integrated student supports to address other barriers to learning – <ul style="list-style-type: none"> • <i>Licensed counselor to address student trauma and social-emotional learning - .65 FTE 2021-22</i> 	\$ 35,875	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	[\$ 0.00]	[Actual expenditures will be provided when available]

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	[\$ 0.00]	[Actual expenditures will be provided when available]
Additional academic services for students	[\$ 0.00]	[Actual expenditures will be provided when available]
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	[\$ 0.00]	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	\$ 409,060	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

ESSER funds will be coordinated with ELO Grant funds to provide supplemental instruction and support to students. Personal protective equipment, upgrades to HVAC and ventilation, construction of outdoor learning spaces, training for school staff on strategies to engage students and families in addressing social-emotional and academic needs are examples of expenditures that support the district's learning recovery program.

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Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	[\$ 0.00]	[Actual expenditures will be provided when available]
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Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	[\$ 0.00]	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	\$ 409,060	[Actual expenditures will be provided when available]

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