

CUTTEN ELEMENTARY SCHOOL DISTRICT
BOARD OF TRUSTEES
BOARD MEETING AGENDA
May 9, 2022 6:30 pm

1.0 CALL TO ORDER/FLAG SALUTE

2.0 CONSENT AGENDA

- 2.1 Approval of Minutes, April 4, 2022
- 2.2 Approval of Warrants and Payroll
- 2.3 Approve of Employment of 1.0 FTE Business Manager
- 2.4 2022 – 2023 Special Education Pupil Transportation Agreement
- 2.5 Approval of Transportation Services Agreement 2022 -23 with NHUHSD
- 2.6 Approval of HCOE Co-Op Service Agreement, 2022 - 2023
- 2.7 Approval of Waste Removal Agreement with Eureka City Schools
- 2.8 Approval of 2022 - 23 California School Board Association Membership
- 2.9 Approval of 2022 - 23 Small School District Association Membership
- 2.10 Approval of MOU Between Eureka City Schools and Cutten District Regarding Bus Drop Off
- 2.11 Approval of Updated 2022 CS7 and CS1 Forms
- 2.12 Approval of Certificated Staff Member Leave of Absence
- 2.13 Approval of Year End Resolutions No. 1022-08 and 1022 -09, Resolutions for Transfer to/from Special Reserve
- 2.14 Approval of Addendum to Contract of Business Operations Support Contract
- 2.15 Approval of Addendum to Contract of Business Manager Support Contract
- 2.16 Approval of Facility Projects Support Provider Contract
- 2.17 Approval of Substitute Principal Contract

3.0 VISITOR COMMENTS ON NON-AGENDA ITEMS

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

4.0 REPORTS

- 4.1 Cutten Ridgewood PTA Report
- 4.2 School Site Council Report
- 4.3 HBTA Report
- 4.4 2022 – 23 Student Registration Report

5.0 CORRESPONDENCE

- 5.1 Letters from David Moonie and Co. for Performance Audit Year Ended June 30, 2020 and June 30, 2021
Measure L General Obligation Bond of 2018 Performance Audit Reports Years 2019, 2020 and 2021

6.0 INFORMATION / POSSIBLE ACTION ITEMS

- 6.1 Presentation and Discussion with Brian Whitmore from Studio W, Bond Project Options
- 6.2 Discussion and Possible Action to Revise Scope for Ridgewood Phase 1 & 2
- 6.3 Possible Action to Accept/Reject Pierson Bid Received for Ridgewood Phase 1 & 2 Project, and Give Directive to the Superintendent to Take All Action Necessary to Effectuate the Board's Action
- 6.4 Possible Approval of Professional Services Agreement with SchoolWorks, Inc.
- 6.5 Consider Possible Adjustments to Covid-19 Safety Plan
- 6.6 Final Action on Resolution 07 and Decision Not to Reemploy Certificated Employees for the 2022-23 School Year
- 6.7 Annual Evaluation of BP 5030 Wellness Policy
- 6.8 Tentative Teacher Assignments for 2022 – 2023
- 6.9 Oral Recommendation Regarding Salary and/or Fringe Benefits
- 6.10 Consider Approval of Superintendent's Employment Agreement
- 6.11 Local Control Accountability Plan Survey Results Presentation
- 6.12 Consider Approval of Stipend Position for Confidential Substitute Caller/Tracker

7.0 SUPERINTENDENT / PRINCIPAL REPORT

8.0 BOARD MEMBER COMMENTS / COMMUNICATION

9.0 ADJOURNMENT

CUTTEN SCHOOL DISTRICT

BOARD MINUTES

April 4th, 2022

6:30 p.m.

- 1.0 **CALL TO ORDER** – The meeting was called to order at 6:32 p.m.
- 1.1 Board members in attendance: Becky Reece, Beth Johnston, Dennis Reinholtsen, Mary DeWald, and Andy Sundquist.
- 2.0 **CONSENT AGENDA**
- 2.1 Motion by Andy Sundquist, second by Becky Reece to approve the consent agenda. Motion carried 5-0.
- 3.0 **VISITOR COMMENTS ON NON-AGENDA ITEMS** – A parent commented asking the board to consider letting unvaccinated parents volunteer in the classroom.
- 4.0 **REPORTS**
- 4.1 Cutten Ridgewood PTA Report – Elaine Mu reported that the flyers for the carnival have been distributed. The flyers have general information, volunteer/donation information and information on pre-sale wristbands, dinner and dutch auction. The next carnival meeting is tomorrow at 5:45 pm. The PTA is accepting applications for the PTA scholarship to be eligible for the scholarship the student must have attended school in the district for 4 years and graduated 6th grade with the district. The application deadline is May 6th. The PTA is now on Amazon Smile, so please use Amazon Smile for your future Amazon Orders and select the Cutten-Ridgewood PTA. The PTA has some open chair positions: Popcorn Tuesday and Play Day, if you are interested please contact the PTA.
- 4.2 School Site Council Report – August Deshais reported that the council received an LCAP update from Becky MacQuarrie at their last meeting. The council discussed starting a Science Fair and now has 3 dozen students participating. At the next meeting the council will discuss the School Wellness Policy.
- 4.3 HBTA Report – Amy Chastain reported that the HBTA supports hiring a full time principal for Cutten. It is impossible to do the superintendent and principal job at the same time. Student behavior support is needed more than ever with the social-emotional issues caused by the pandemic, social media, and cyber bullying. There have been more duties added to the superintendent position compared to past years. Other districts around our same size have more administration personnel. Enrollment is going to increase. Also hiring the principal should not affect future negotiations with the HBTA.
- 4.4 2022-23 Student Registration Report – August Deshais provided the report in the board packet. 60-65% of student registered are in-district students.
- 4.5 2021-22 Learning Continuity Plan Update – Updates for this plan are required to go to the board every couple of months. The only change to this plan has been the updating of the district's COVID-19 protocols, removing the requirement to wear masks and replacing it with a strong recommendation to wear masks.
- 4.6 Bond Update – Becky MacQuarrie reported that there are some new challenges with the bond projects. The Ridgewood bid closed last week and when consulting the architect on the bids it was

found that the district is not eligible for Prop 51 funds that were budgeted to complete the bond projects. This is due to the district having outstanding DSA inspections at the time of applying for the Prop 51 funds, which sent us to the back of the line. Due to this loss of funding the district did not accept a bid for the Ridgewood Bond projects. Becky is in the process of applying for the Prop 51 funds, but there are no funds available right now, funding is projected to be 3 years out. Becky is also getting guidance and advice from OPSC. The Cutten project bid has already been accepted and is partly getting paid through ESSER funds for the windows and the front entrance. The district is also looking for other sources of funding such as the TK facilities grant, reassessing ESSER funds, and school safety grants. Construction will start on the Cutten project this summer, and the district will look for funding and may re-design the Ridgewood project based on funds available.

5.0 CORRESPONDENCE – Letter of Classified Retirement

6.0 PUBLIC HEARING – The Board opened a public hearing regarding an easement to PG&E for certain improvements to 4182 Walnut Drive, Eureka. There were no public comments. The board closed the hearing.

7.0 INFORMATION / POSSIBLE ACTION ITEMS

7.1 Consider Possible Adjustments to Covid-19 Safety Plan – Discussion ensued regarding letting unvaccinated people volunteer on campus. Item was tabled until the next meeting.

7.2 Motion by Becky Reece to approve the posting of a full time principal position, second by Andy Sundquist. Motion carried 5-0.

7.3 Motion by Andy Sundquist, second by Becky Reece, to approve the Summer School Plan. Motion carried 5-0.

7.4 Motion by Becky Reece, second by Andy Sundquist, to approve the Contracts for Business Services Support. Motion carried 4-0.

7.5 Motion by Becky Reece, second by Mary DeWald, to adopt Resolution 2022-06 regarding the conveyance of an easement to PG&E for certain improvements to 4182 Walnut Drive, Eureka. Motion carried 5-0.

8.0 SUPERINTENDENT/PRINCIPAL REPORT – Becky MacQuarrie reported that all open positions have been posted, and the secretary position will be posted this week. Cutten Open House is this Wednesday, and 5th Grade will have their State Float Parade on Friday. August Deshais reported that the School Climate Team is working on a parent handbook, and Ridgewood’s Open House is the Wednesday after Spring Break.

9.0 BOARD MEMBER COMMENTS/COMMUNICATIONS – None

10.0 PUBLIC COMMENT ON CLOSED SESSION ITEM – None

11.0 **CLOSED SESSION** – 8:23 p.m.

10.0 **RECONVENE TO OPEN SESSION** – 8:30 p.m.

11.0 **ADJOURNMENT** – The meeting was adjourned at 8:31p.m.

Respectfully submitted,



Becky MacQuarrie
Secretary to the Board

Additional filtering applied

EARNINGS by Earnings Code	Income	Adjustments	TAXES	Employee	Employer	Total	Subject Grosses
No Gross Pay		142.15-	Federal Withholding	24,764.43		24,764.43	330,448.23
Regular	383,946.45		State Withholding	7,719.17		7,719.17	330,448.23
			Social Security	6,155.91	6,155.91	12,311.82	99,289.16
			Medicare	5,401.22	5,401.22	10,802.44	372,496.10
			SUI	1,862.47	1,862.47	1,862.47	372,496.10
			Workers' Comp	8,604.64	8,604.64	8,604.64	372,496.10
TOTAL	383,946.45	142.15-	SUBTOTAL	44,040.73	22,024.24	66,064.97	

EARNINGS by Group	Income	Adjustments	REDUCTIONS	Employee	Employer	Total	Subject Grosses
Base Pay	368,600.80		PERS	2,549.80	8,345.15	10,894.95	36,425.80
Docks	4,117.20-		PERS / 62	3,156.47	10,330.72	13,487.19	45,092.60
Extra Duty	11,952.07		STRS / 60	24,467.50	40,389.24	64,856.74	238,706.95
Gross Pay Adjs		148.15-	STRS / 62	4,042.55	6,702.63	10,745.18	39,613.58
Miscellaneous		6.00	STRS Other	6.55		6.55	
Stipends	4,531.43		Tax Sheltered Annuit	7,825.00		7,825.00	
Substitutes	675.00		Health & Welfare	10,116.12	79,291.52	89,407.64	
Vacation Pay	2,304.35		Supplemental Insuran	697.57		697.57	
			Flex Medical Savings	636.66		636.66	
TOTAL	383,946.45	142.15-	SUBTOTAL	53,498.22	145,059.26	198,557.48	

EARNINGS	Person Type	Female Employees	DEDUCTIONS	Employee	Employer	Total	Subject Grosses
Certificated	42	38	Dues & Memberships	3,004.25		3,004.25	29.80
Classified	50	41	Health & Welfare		9,245.00	9,245.00	
			Miscellaneous	850.00		850.00	
			Supplemental Insuran	2,178.87		2,178.87	
			Summer Savings	27,449.50		27,449.50	166,100.40
			Voluntary STRS	117.25		117.25	
TOTAL	92	79	SUBTOTAL	33,599.87	9,245.00	42,844.87	
			TOTALS	131,138.82	176,328.50	307,467.32	

Vendor Summary for Pay Date 04/29/2022

- Vendor Checks
- Vendor Liabilities
- Reissued
- Cancel Checks
- Void ACH

Checks Dated 04/01/2022 through 04/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	32	27,425.83
13	CAFETERIA FUND	7	19,742.55
21	BUILDING FUND	2	57,164.12
Total Number of Checks		37	104,332.50
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			104,332.50

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

Checks Dated 04/01/2022 through 04/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3000166071	04/07/2022	U.S. BANK	01-4310	KN95 Face Masks	27.92	
				Office Chair	181.33	
			01-5841	Zoom Mar-22	29.98	
			01-5886	Late Payment Charge	3.67	
			01-5950	Postage	1.36	
			13-4396	Cafeteria Supplies	282.68	
			21-5831	Bond Bid Ad Credit	137.78-	
				Bond Bid Advertisement	1,115.34	3,578.79
3000166072	04/07/2022	VALLEY PACIFIC PETROLEUM SVCS	01-4364	Diesel/Gas	227.56	
			01-4365	Diesel/Gas	1,343.72	1,571.28
3000166372	04/11/2022	Code, Jennifer K	01-4310	LCAP Classroom Monies		89.11
3000166373	04/11/2022	Cook, Kaycee M	01-4310	Cook PPE 3-30-22	93.91	
				LCAP Classroom Monies	137.76	231.67
3000166374	04/11/2022	CRYSTAL CREAMERY	13-4710	Milk/Food for Cafeteria	26.31	
			13-4711	Milk/Food for Cafeteria	292.07	318.38
3000166375	04/11/2022	CRYSTAL SPRINGS BOTTLED WATER	01-5531	Bottled Water Service		14.00
3000166376	04/11/2022	Girard, Anne E	01-4310	Gas Cards - Homeless		125.00
3000166377	04/11/2022	Hague, Jaime A	01-4310	Hague PPE 3-29-22	100.00	
				LCAP Classroom Monies	506.35	606.35
3000166378	04/11/2022	HUMB COMMUNITY SERVICES DIST	01-5530	Water/Sewer Rental Mar-22	399.83	
				Water/Sewer Rental Mar-22	759.75	1,159.58
3000166379	04/11/2022	MENDES SUPPLY COMPANY	01-4374	Custodial Supplies		848.73
3000166380	04/11/2022	P G & E	01-5511	PG&E Mar-22	80.02	
			01-5520	PG&E Mar-22	4,618.15	4,698.17
3000166381	04/11/2022	PRESENCELEARNING INC.	01-5800	Speech Services Mar-22		720.65
3000166382	04/11/2022	Recology	01-5560	Rental Waste Disposal Apr-Jun		341.64
3000166383	04/11/2022	REVOLVING CASH FUND	13-4396	Cafeteria Supplies	14.00	
			13-4710	Cafeteria Food	356.03	370.03
3000166384	04/11/2022	Sligh, Annette M	01-5801	Classroom Monies-Fieldtrip		80.00
3000166385	04/11/2022	SUPER DUPER, INC.	01-4310	Speech Supplies		321.70
3000166386	04/11/2022	T-MOBILE	01-5841	Mobiel Hotspots		3,005.47
3000166387	04/11/2022	U.S. BANK EQUIPMENT FINANCE	01-5637	Printer/Copier Lease		466.18
Total Number of Checks					37	104,332.50

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

Checks Dated 04/01/2022 through 04/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Summary						
Fund	Description		Check Count		Expensed Amount	
01	GENERAL FUND		32		27,425.83	
13	CAFETERIA FUND		7		19,742.55	
21	BUILDING FUND		2		57,164.12	
	Total Number of Checks		37		104,332.50	
	Less Unpaid Sales Tax Liability				.00	
	Net (Check Amount)				104,332.50	

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

AUTHORIZATION FOR FISCAL YEAR: 2021-22

CS-1

DATE: April 25, 2022 SCHOOL DISTRICT Cutten

WARRANT DISTRIBUTION AUTHORIZATION

Please complete and return to Humboldt County Office of Education's Business Office.

Please check appropriate box(es).

PAYROLL

Will pick up when ready

Names of persons authorized to pick up payroll warrants:
Jeannemarie Baker, Kim Blanc, Becky MacQuarrie
August Deshais

Please list an after hours emergency number: _____

Mail all payroll to: *Individual's Name* _____
(Postage cost to be reimbursed to HCOE)

Other (specify) _____

COMMERCIAL WARRANTS

Will pick up when ready

Please list emergency number: _____

Courier

Mail all APY warrants to: *Individual's Name* _____
(Postage cost to be reimbursed to HCOE)

Mail all VOL DED warrants to: *Individual's Name* _____
(Postage cost to be reimbursed to HCOE)

Other (specify) _____

DISTRICT AUTHORIZATION

Superintendent or Trustee _____

Return to HCOE Business Office

05/17/BUS/Forms

AUTHORIZATION FOR FISCAL YEAR: 2021-2022

CS-7

DATE: April 25, 2022 SCHOOL DISTRICT Cutten

CERTIFICATION

This is to certify that the Board of Trustees of the above stated School District passed the following motion at its April 25, 2022 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 Becky MacQuarrie, Jeannemarie Baker, Kim Blanc, Dennis Reinholtsen, Beth Johnston, Becky Reece, Andy Sundquist, Mary DeWald
 Be authorized to sign commercial warrants and payroll payment orders as agent of the Board of trustees of the Cutten School District.

Ayes (Members' Names): _____

Noes (Members' Names): _____

Motion Carried."

Authorized Signatures:

Becky MacQuarrie
Jeannemarie Baker Baker
Kim Blanc Kim Blanc

Board of Trustees Signatures:

_____ Dennis Reinholts
 _____ Beth Johnston
 _____ Becky Reece
 _____ Andy Sundquist
 _____ Mary DeWald

(signed) Clerk, Board of Trustees

Becky MacQuarrie
Jeannemarie Baker
Kim Blanc

Dennis Reinholts
Beth Johnston
Becky Reece
Andy Sundquist
Mary DeWald

Return to HCOE Business Office

05/17/18 US/forms/CS-7

April 15, 2022

Dear Cutten School District Board of Directors,

I am writing to inform you that I am currently pregnant with my second child, another daughter, who is estimated to be due July of this year. I intend to finish out this school year and would like to formally request a maternity leave beginning the start of staff preservice days next school year, August 22, 2022, through January 3, 2023.

Thank you!

Sincerely,

Katrin Lemmon

RESOLUTION 2022-08

RESOLUTION FOR APPROPRIATION TO SPECIAL RESERVE

2021-2022

WHEREAS, Effective June 30, 1980, the Cutten School District Board of Trustees established a Special Reserve Fund in accordance with Education Code section 42841; and

WHEREAS, The governing board may, by resolution, periodically specify additional purposes of the Special Reserve Fund or withdraw any purpose of the fund previously designated; and

WHEREAS, The school district has a need of such fund to cover costs that may occur in the areas of: salary, employee benefits, books, supplies, equipment replacement, contracted services and other operating expenses, sites, buildings, media, new equipment and other outgo such as tuitions and transfers between funds.

NOW THEREFORE, BE IT RESOLVED, that the unrestricted net General Fund ending balance of the school district shall automatically be transferred to the Special Reserve Fund on June 30, 2022. This fund is to be utilized for the above-stated purposes.

This resolution is passed by ____ Ayes ____ Noes.

ADOPTED this 9 day of May, 2022.

Chairperson, Board of Trustees

District Superintendent

RESOLUTION 2022-09

RESOLUTION FOR TRANSFER FROM SPECIAL RESERVE

2021-2022

WHEREAS, Education Code 42841 allows for the establishment of a Special Reserve Fund; and

WHEREAS, The Cutten School District has a need for the expenditure of such monies to cover costs that have occurred in the areas of salary, employee benefits, books, supplies and equipment replacement, contracted services and other operating expenses, sites, buildings, media, new equipment and other outgo such as tuitions and transfers between funds.

OPTION 1:

NOW THEREFORE, BE IT RESOLVED, that _____ dollars be transferred from the Special Reserve Fund to the General Fund to be utilized for the above-stated purposes.

OPTION 2:

NOW THEREFORE, BE IT RESOLVED, that the district authorizes the Humboldt County Office of Education to transfer those amounts from the Special Reserve Fund up to the amount necessary to create a positive unrestricted ending fund balance in the General Fund.

ADOPTED this 9 day of May, 2022, by ____ Ayes ____ Noes

Chairperson, Board of Trustees

District Superintendent

ADDENDUM TO CONTRACT OF BUSINESS OPERATIONS
SUPPORT CONTRACT DATED APRIL 4, 2022

The following is an agreement between the Governing Board of the Cutten School District and Jeannemarie Baker.

1. Business Operations Support will work an additional 14 days in May and 22 days in June.
2. Business Operations Support services hourly pay shall be \$35.00 per hour services are provided.
3. Business Operations Support will work for 8 hours each day.
4. District expects Business Operations Support to provide in-person training to the new business manager, advise and assist the superintendent in performing duties as they are set forth herein, within the Superintendent's contract, and with the Governing Board of the District's Board Policies and Administrative Regulations, as directed by the Superintendent of the District and the District's Governing Board. District expects Business Operations Support to fulfill the duties assigned to the Cutten School District Business Operations, including accounts payable and receivable, budget monitoring and development, payroll, filing of business records, human resource requirements, preparation for 2021 – 22 audit, and other duties as needed as outlined the attached job description.

Executed at Cutten, California on May 9, 2022.

President of the Board of Trustees

Business Operations Support: Jeannemarie Baker

ADDENDUM TO CONTRACT OF BUSINESS MANAGER
SUPPORT CONTRACT DATED APRIL 4, 2022

The following is an agreement between the Governing Board of the Cutten School District and Kim Blanc.

1. Business Operations Support will work an additional 7 days in June.
2. Business Manager Support services daily pay shall be \$280 per day services are provided.
3. Business Manager Support will work for 8 hours each day.
4. District expects Business Manager Support to provide in-person training to the new business manager, advise and assist the superintendent in performing duties as they are set forth herein, within the Superintendent's contract, and with the Governing Board of the District's Board Policies and Administrative Regulations, as directed by the Superintendent of the District and the District's Governing Board. District expects Business Manager Support to fulfill the duties assigned to the Cutten School District Business Manager, including accounts payable and receivable, budget monitoring and development, payroll, filing of business records, human resource requirements, preparation for 2021 – 22 audit, and other duties as needed as outlined the attached job description.

Executed at Cutten, California on May 9, 2022.

President of the Board of Trustees

Business Manager Support: Kim Blanc

CUTTEN SCHOOL DISTRICT
HUMBOLDT COUNTY, CALIFORNIA
CONTRACT OF EMPLOYMENT
FACILITY PROJECTS SUPPORT PROVIDER

The following is an agreement between the Governing Board of the Cutten School District and Susan Ivey.

AGREEMENT

At a meeting of the Governing Board of the Cutten School District (hereinafter referred to as "Board") held on the 9th day of May 2022, it was moved, seconded and carried to employ Susan Ivey for Facility Projects Support Provider (hereinafter referred to as "Provider"), for the Cutten School District (hereinafter referred to as "District"), a certificated position excluded from the certificated collective bargaining unit, subject to the terms and conditions hereinafter set forth.

1. Hours will be assigned on an "as needed" basis.
2. It is agreed to employ Susan Ivey as needed beginning May 10, 2022 and ending June 30, 2022, and then terminate automatically.
3. Pay for Provider shall be \$60 hourly.
4. Provider will work no more than 80 mutually agreed upon hours.
5. District expects Provider to advise and assist the superintendent in performing duties related to facilities improvement projects as they are set forth herein, within the Superintendent's contract, and with the Governing Board of the District's Board Policies and Administrative Regulations, as directed by the Superintendent of the District and the District's Governing Board.
6. Provider shall receive no other benefits, including vacation days shall be accrued. Sick leave will be limited to the minimum amount required by law.
7. This agreement is subject to all applicable laws of the State of California, to the lawful results and regulations of the California State Board of Education and the District's Governing Board. Those laws, rules and regulations are hereby made a part of the terms and conditions of this agreement as though fully set forth herein. Notwithstanding, and to the extent the laws will permit, the specific provisions of this agreement shall prevail over all other laws, rules and regulations.
8. Additional amendments may be added in writing to the contract by mutual consent of the Provider and the Board at any time during the period of this contract.
9. This agreement may be terminated by: (1) the mutual consent of the parties to the agreement; or (2) for cause, by the finding of the Board that Provider has committed a breach of contract or in any way failed to perform her duties or responsibilities satisfactorily as set forth in the position description, or in this agreement, or for any other legitimate, non-discriminatory cause; or (3) as otherwise provided by law or the provisions contained in this agreement; or (4) unilaterally by the Board without cause.

10. Should this contract be terminated for any reason set forth in Paragraph 8, Provider duties shall be deemed fulfilled under this contract as of the date termination is effective, and no further duties shall be owed by Provider to the District. The sole amount to be paid to Provider in the event of termination is the pro-rated amount due for the days Provider provided services under this Agreement.
11. This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the Superior Court located in Humboldt County, California, and no other place.
12. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
13. Provider may not assign or transfer any rights granted or obligations assumed under this Agreement.
14. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
15. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

Executed at Cutten, California on May ____, 2022.

President of the Board of Trustees

Provider:

Signature

Printed Name

CUTTEN SCHOOL DISTRICT
HUMBOLDT COUNTY, CALIFORNIA
CONTRACT OF EMPLOYMENT

SUBSTITUTE PRINCIPAL

The following is an agreement between the Governing Board of the Cutten School District and Susan Ivey.

AGREEMENT

At a meeting of the Governing Board of the Cutten School District (hereinafter referred to as "Board") held on the 9th day of May 2022, it was moved, seconded and carried to employ Susan Ivey for Substitute Principal, for the Cutten School District (hereinafter referred to as "District"), a certificated position excluded from the certificated collective bargaining unit, subject to the terms and conditions hereinafter set forth.

1. Hours will be assigned on an "as needed" basis.
2. It is agreed to employ Susan Ivey as needed beginning May 10, 2022 and ending June 15, 2022, and then terminate automatically.
3. Pay for Substitute Principal shall be \$300 per day services are provided.
4. Substitute Principal will work no more than 5 mutually agreed upon days.
5. District expects Substitute Principal to perform duties related to the position of School Principal as they are set forth herein, and with the Governing Board of the District's Board Policies and Administrative Regulations, as directed by the Superintendent of the District and the District's Governing Board.
6. Substitute Principal shall receive no other benefits, including vacation days shall be accrued. Sick leave will be limited to the minimum amount required by law.
7. This agreement is subject to all applicable laws of the State of California, to the lawful results and regulations of the California State Board of Education and the District's Governing Board. Those laws, rules and regulations are hereby made a part of the terms and conditions of this agreement as though fully set forth herein. Notwithstanding, and to the extent the laws will permit, the specific provisions of this agreement shall prevail over all other laws, rules and regulations.
8. Additional amendments may be added in writing to the contract by mutual consent of the Substitute Principal and the Board at any time during the period of this contract.
9. This agreement may be terminated by: (1) the mutual consent of the parties to the agreement; or (2) for cause, by the finding of the Board that Substitute Principal has committed a breach of contract or in any way failed to perform her duties or responsibilities satisfactorily as set forth in the position description, or in this agreement, or for any other legitimate, non-discriminatory cause; or (3) as otherwise provided by law or the provisions contained in this agreement; or (4) unilaterally by the Board without cause.

10. Should this contract be terminated for any reason set forth in Paragraph 8, Substitute Principal duties shall be deemed fulfilled under this contract as of the date termination is effective, and no further duties shall be owed by Substitute Principal to the District. The sole amount to be paid to Substitute Principal in the event of termination is the pro-rated amount due for the days Substitute Principal provided services under this Agreement.
11. This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the Superior Court located in Humboldt County, California, and no other place.
12. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
13. Substitute Principal may not assign or transfer any rights granted or obligations assumed under this Agreement.
14. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.
15. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

Executed at Cutten, California on May ____, 2022.

President of the Board of Trustees

Substitute Principal:

Signature

Printed Name

CUTTEN ELEMENTARY SCHOOL DISTRICT
SCHOOL SITE COUNCIL AGENDA

March 15, 2022, 5:45 pm
Ridgewood Commons

1.0 CALL TO ORDER

Present: Annette Sligh (Vice Chair presiding); Diana Baclagan; Karen Bazzano; Kaycee Cook; Nancy Corran; August Deshais; Katri Lemmon; Susie Smelser.

Absent: Sean Galt, Amber Syvertson

Guest: Becky Macquarrie

No public attendees

2.0 CONSIDER APPROVAL OF AGENDA ORDER

Approved by unanimous consent.

3.0 CONSIDER APPROVAL OF JANUARY 18, 2022 MINUTES

Approved by unanimous consent.

4.0 PUBLIC COMMENT:

No public in attendance.

Comment on non-agenda item by member, Diana:

How are the English Language Learner (ELL) benefits and resources publicized for the Cutten-Ridgewood community? Concern re families under-identifying for various reasons, including not being aware of the resources available, or not wanting to be identified.

August offered background: The C-R district has ELL funds to support those who register that English is not their student's original language. Qualifying students are assessed 2x/year by Ridgewood Librarian, Alissa Morey. Testing is ongoing until students can successfully exit. Depending on level of need, additional tutoring services are available for spoken and/or written skills. Rosetta Stone subscription is also possible.

Suggestion from Susie: Time to consider revamping registration forms, aligning questions with precisely information school needs. List resources available on form so that families know why any given question is asked.

Site Council might think of additional ways to get the word out.

5.0 INFORMATION ITEMS

5.1 District Report

- Successful Parent-Teacher Conference Week. First "normal" conference week of the 2021-2022. Offered Zoom and in-person. More attendance and more two-parent attendance.
- New Buddy Bench at Ridgewood, painted by Ms Chastain with TK student handprints!
- Enrollment still open for in-district students. Enrollment numbers largely on track with previous years. Three more kindergarteners and 1 TK in the last few days.

5.2 Science Fair Update

Time-line created for Cutten students to participate: Permission Form; Question and Methods; Meetings for help; and Submission. Over 100 permission slips. Submissions to be displayed and judged last week in April. Possibility of self-grading before judging. The Science Fair Team will provide students with a rubric. This enterprise serves in part as a litmus test for next year (or future years) for when we may join Humboldt COE Science Fair.

5.3 Traffic and Safety Update

- Potholes at Primrose filled/fixed 2 days ago! August Deshais emailed Bob Brunkle about 1.5 weeks ago. There is a link on Public Works to report unsafe holeage.
- Upon request, Highway Patrol officer occasionally comes by Ridgewood because cars were not stopping at stop sign during drop-off/pick-up.
- August requested Public Works for a devoted turning lane at Ridgewood. Not approved b/c too narrow and not enough students walk to school.

5.4 Local Control and Accountability Plan (LCAP) Mid-Year Update, *Superintendent and Cutten Principal, Becky MacQuarrie*

- The district has three years to implement plan. Time-frame underlined because of need to address learning loss.
- Different funds came our way, largely owing to COVID: Elementary and Secondary School Emergency Relief (ESSER) funds will (list not exhaustive)
 - add on to HVAC work
 - provide safe entry way to Cutten (established)
 - interventions to address learning loss and support teachers
 - provide online programs and distance learning options
 - support school psychologists at both campuses
 - social/emotional wellness programs
 - tech support (wifi connectivity)
 - after-school aide
 - intensive tutoring
- Two Main Goals of C-R LCAP:
 1. Achievement Levels/College-Career readiness
 2. Wellness

Actions to implement/continue these goals include (but are not limited to) the following:

- o C-R plan is to keep Student-Teacher ratio low for all grade levels (28-1 for 3rd+))
- o Summer School offered
- o Music Program (excellence of program noted)
- o TIP
- o SEL – Art/Theater programs
- o Visual Arts - hired resident Artist, Haley, who visits all TK-6 classrooms
- o Outdoor learning space
(Noted that canopies have worked very well. May not be permitted as permanent structures; but work continues to create/enhance ADA accessible outdoor learning space.)

6.0 ANNOUNCEMENTS AND COUNCIL MEMBER COMMENTS

- Site Council elections will occur before the end of the school year.
- Site Council training in mid-August.
- At next meeting: SC to offer feedback on LCAP for next meeting AND Review of district wellness policy.

Next Meeting - Tuesday, May 17, 2022 at 5:45 pm

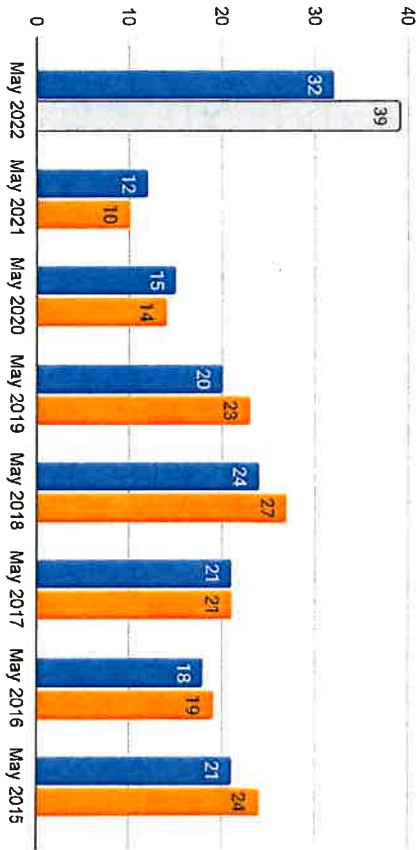
7.0 ADJOURNMENT at 6:34pm

Respectfully submitted,
Nancy Corran, Secretary

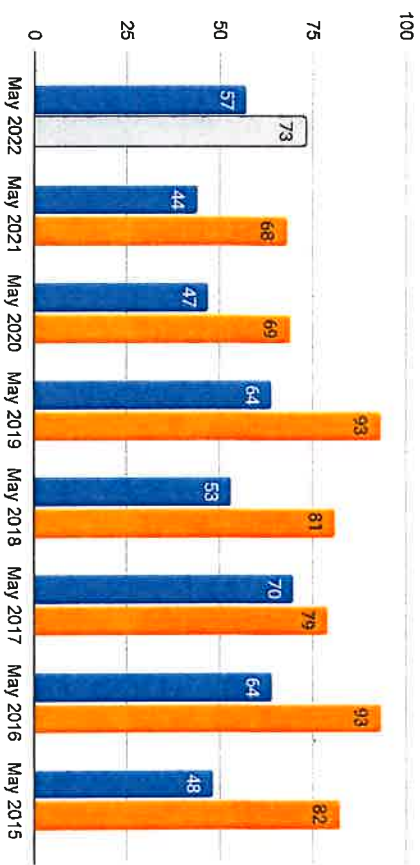
Registration Report

May 5, 2022

TRANSITIONAL KINDERGARTEN



KINDERGARTEN



TRANSITIONAL KINDERGARTEN (5/5/22)		
YEAR	FORMS RETURNED	FIRST DAY ENROLLMENT
May 2022	32	39
May 2021	12	10
May 2020	15	14
May 2019	20	23
May 2018	24	27
May 2017	21	21
May 2016	18	19
May 2015	21	24

Ave increase from May to Aug = 1

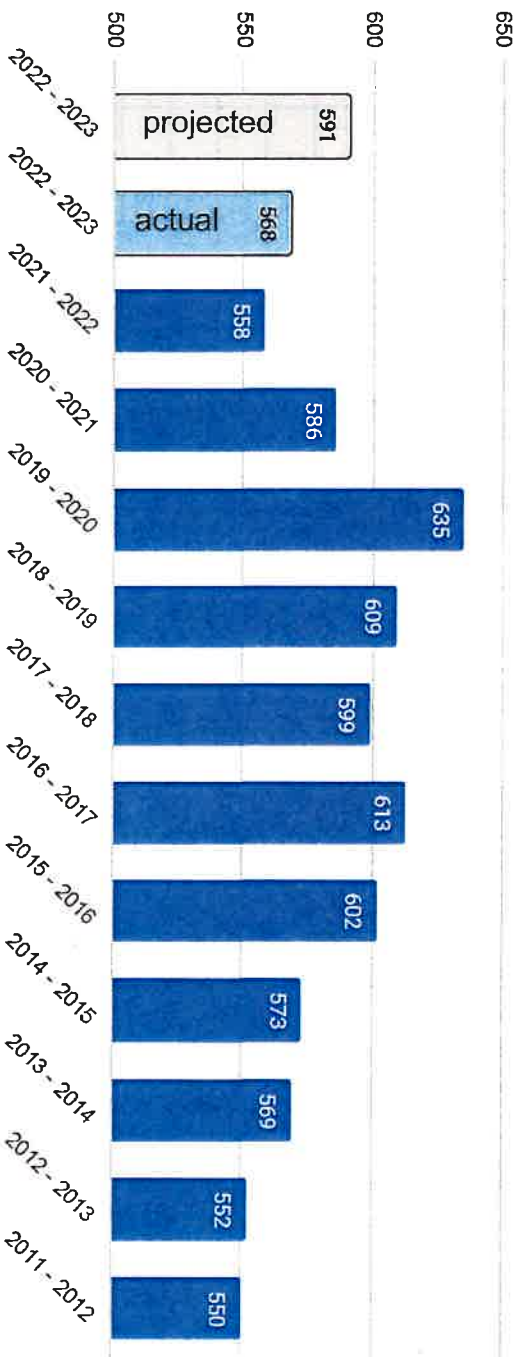
In district forms out = 6

KINDERGARTEN (5/5/22)			
YEAR	FORMS RETURNED	INCOMING TK	FIRST DAY ENROLLMENT
May 2022	57	9	73
May 2021	44	14	68
May 2020	47	24	69
May 2019	64	27	93
May 2018	53	19	81
May 2017	70	24	79
May 2016	64	18	93
May 2015	48	19	82

Ave increase from May to Aug = 4

In district forms out = 3

Comparative Enrollment on First Day of School



650

	SDC	TK	K	1	2	3	4	5	6	TOTAL
2022 - 2023 Projection	8	39	73	72	66	94	77	86	84	591
2022 - 2023 Actual to Date	8	32	69	70	64	92	75	84	82	568
2021 - 2022	13	10	69	60	86	74	86	95	68	558
2020 - 2021	10	14	69	88	80	84	95	79	67	586
2019 - 2020	11	23	93	80	82	104	80	86	76	635
2018 - 2019	10	27	81	77	88	83	81	86	76	609
2017 - 2018	5	21	79	88	81	79	82	80	84	599
2016 - 2017	NA	19	93	82	84	85	84	85	81	613
2015 - 2016	NA	24	82	85	85	88	78	92	68	602
2014 - 2015	NA	20	84	76	82	76	86	72	77	573
2013 - 2014	NA	17	75	86	81	83	77	82	68	569
2012 - 2013	NA	1	77	79	82	80	88	73	72	552
2011 - 2012	NA	NA	82	92	80	83	78	71	64	550

John R. Goff, CPA
Mark G. Wetzel, CPA
Michael R. Cline, CPA



Kenneth X. Stringer, CPA
Aaron S. Weiss, CPA
Matthew J. Hague, CPA

May 7, 2021

Board of Trustees and
Citizens' Oversight Committee
Cuttan School District
C/o Sue Ivey, Superintendent
4182 Walnut Drive
Eureka, California 95503

Dear Ms. Ivey:

We have enclosed herewith twelve (12) copies of the Measure L General Obligation Bond of 2018 performance audit for the Cutten School District for the year ended June 30, 2020, with Report of Certified Public Accountants.

If you have any questions regarding this report, please do not hesitate to contact us.

Very truly yours,

Mark G. Wetzel, CPA/Partner
David L. Moonie & Co., LLP

MGW/md
Enclosures

S:\Schools\Cuttan School District\2020\2020 Transmittal Letter Performance Audit.doc

John R. Goff, CPA
Mark G. Wetzel, CPA
Michael R. Cline, CPA



DAVID L. MOONIE & CO., LLP
Certified Public Accountants

Kenneth X. Stringer, CPA
Aaron S. Weiss, CPA
Matthew J. Hague, CPA

April 7, 2022

Board of Trustees and
Citizens' Oversight Committee
Cutten School District
C/o Becky MacQuarrie, Ed.D., Superintendent
4182 Walnut Drive
Eureka, California 95503

Dear Dr. MacQuarrie:

We have enclosed herewith twelve (12) copies of the Measure L General Obligation Bond of 2018 performance audit for the Cutten School District for the year ended June 30, 2021, with Report of Certified Public Accountants.

If you have any questions regarding this report, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink that reads 'Mark G. Wetzel'. The signature is written in a cursive style and is positioned above the printed name.

Mark G. Wetzel, CPA/Partner
David L. Moonie & Co., LLP

MGW/md
Enclosures

S:\Schools\Cutten School District\2021\2021 Transmittal Letter Performance Audit.doc

Brian Whitmore's talking points

Option 1 (Complete all work now):

Cutten School District Bond Implementation

	Current Phase	Future Phase
Gross Bond Measure Funds	\$ 4,000,000	
Estimated Bond Sale Fees	\$ (400,000)	
State Modernization Eligibility @ Ridgewood		\$ 1,021,384
State Modernization Eligibility @ Cutten		\$ 1,299,000
ESSER III	\$ 767,513	
Total (Net) Funding	\$ 4,367,513	\$ 2,320,384
Cutten SD - Ridgewood School Phase 1 "Modernization" (Studio W #19006)		
Construction Cost Budget (Pierson Bid)	\$ 1,021,384	
Soft Cost Estimate	\$ 319,987	
Cutten SD - Ridgewood School Phase 2 "New Construction" (Studio W #19006.1)		
Construction Cost Budget (Pierson Bid)	\$ 2,685,116	
Soft Cost Estimate	\$ 799,008	
Cutten SD - Cutten Elementary School "Modernization" (Studio W #19007)		
Construction Cost Contract Amount (ACGC Bid)	\$ 1,299,000	
Soft Cost Estimate	\$ 362,997	
TOTAL ESTIMATED EXPENDITURE	\$ 6,487,491	\$ -
Estimated Phase Fund Balance	\$ (2,119,978)	\$ 2,320,384
Estimated Fund Balance after both Phases	\$200,406	

Option 2 (Complete Ridgewood Mod and Cutten Mod now):

Cutten School District Bond Implementation

	Current Phase	Future Phase
Gross Bond Measure Funds	\$ 4,000,000	
Estimated Bond Sale Fees	\$ (400,000)	
State Modernization Eligibility @ Ridgewood		\$ 1,021,384
State Modernization Eligibility @ Cutten		\$ 1,299,000
ESSER III	\$ 767,513	
Total (Net) Funding	\$ 4,367,513	\$ 2,320,384
Cutten SD - Ridgewood School Phase 1 "Modernization" (Studio W #19006)		
Construction Cost Budget (Pierson Bid)	\$ 1,021,384	
Soft Cost Estimate	\$ 319,987	
Cutten SD - Ridgewood School Phase 2 "New Construction" (Studio W #19006.1)		
Construction Cost Budget (Pierson Bid)		\$ 2,685,116
Escalation Factor (15%)		\$ 402,767
Soft Cost Estimate	\$ 362,375	\$ 436,633
Cutten SD - Cutten Elementary School "Modernization" (Studio W #19007)		
Construction Cost Contract Amount (ACGC Bid)	\$ 1,299,000	
Soft Cost Estimate	\$ 362,997	
TOTAL ESTIMATED EXPENDITURE	\$ 3,365,742	\$ 3,524,516
Estimated Phase Fund Balance	\$ 1,001,771	\$ (1,204,132)
Estimated Fund Balance after both Phases	-\$202,361	

Option 3 (Complete only Cutten Mod now):

Cutten School District Bond Implementation

	Current Phase	Future Phase
Gross Bond Measure Funds	\$ 4,000,000	
Estimated Bond Sale Fees	\$ (400,000)	
State Modernization Eligibility @ Ridgewood		\$ 1,021,384
State Modernization Eligibility @ Cutten		\$ 1,299,000
ESSER III	\$ 767,513	
Total (Net) Funding	\$ 4,367,513	\$ 2,320,384
Cutten SD - Ridgewood School Phase 1 "Modernization" (Studio W #19006)		
Construction Cost Budget (Pierson Bid Estimate)		\$ 1,021,384
Escalation Factor (15%)		\$ 153,208
Soft Cost Estimate		\$ 319,987
Cutten SD - Ridgewood School Phase 2 "New Construction" (Studio W #19006.1)		
Construction Cost Budget (Pierson Bid Estimate)		\$ 2,685,116
Escalation Factor (15%)		\$ 402,767
Soft Cost Estimate	\$ 362,375	\$ 436,633
Cutten SD - Cutten Elementary School "Modernization" (Studio W #19007)		
Construction Cost Contract Amount (ACGC Bid)	\$ 1,299,000	
Soft Cost Estimate	\$ 362,997	
TOTAL ESTIMATED EXPENDITURE	\$ 2,024,321	\$ 5,019,094
Estimated Phase Fund Balance	\$ 2,343,142	\$ (2,698,710)
Estimated Fund Balance after both Phases		-\$355,569

BID PROPOSAL FORM

Governing Board Cutten School District

Dear Members of the Governing Board:

The undersigned, doing business under the name of Pierson Company, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Plans and Specifications, and all other Contract Documents for the proposed Ridgewood School Phase 1 and Phase 2 Projects ("Project"), and having accurately completed the Bidder's Questionnaire, proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID:

For the sum of three million seven hundred six thousand five hundred dollars only Dollars (\$ 3,706,500.00).
ADDITIVE/DEDUCTIVE ALTERNATE [if applicable]:

Additive/Deductive Alternate #1 n/a
Add/Subtract _____ Dollars (\$ n/a)

Additive/Deductive Alternate #2 n/a
Add/Subtract _____ Dollars (\$ n/a)

Additive/Deductive Alternate #3 n/a
Add/Subtract _____ Dollars (\$ n/a)

ALLOWANCES: The Bidder's Base Bid shall include a two hundred thousand dollar (\$200,000.00) allowance for the work at the new fire lane and MSB and transformer off Hinman Lane.

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no. _____ of the _____ Bank for _____ Dollars (\$ _____) or Bidder's Bond of the Markel Insurance Company surety company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds

and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

ADDENDA:

Receipt of the following addenda is hereby acknowledged:

Addendum # <u>A</u>	Dated: <u>3/18/22</u>	Addendum # <u>1</u>	Dated: <u>3/25/22</u>
Addendum # <u>1</u>	Dated: <u>11/30/21</u>	Addendum # <u>B</u>	Dated: <u>3/25/22</u>
Addendum # <u>2</u>	Dated: <u>3/25/22</u>	Addendum # _____	Dated: _____

Respectfully submitted,

Company: Pierson Company

Address: 1200 W Harris Street

Eureka, California 95503

By: Gregory E. Pierson, President

(Please Print Or Type)

Signature: 

Title: President

Date: March 29, 2022

Telephone: 707-268-1800

Contractor's License No: 265024 Expiration Date 3/31/2024

Required Attachments: Subcontractor List Form
Non-Collusion Declaration
Bid Bond (or Cashier's or Certified Check)
Bidders' Questionnaire
Workers' Compensation Certificate

PROFESSIONAL SERVICES AGREEMENT

State School Funding & Eligibility Services



Date:	Services Performed By:	Services Performed For:
April 4, 2022	SchoolWorks, Inc. 8700 Auburn Folsom Road #200 Granite Bay, CA 95746 Ph: (916) 733-0402 www.SchoolWorksGIS.com	Cutten Elementary School District Attn: Becky MacQuarrie, Superintendent 4182 Walnut Drive Eureka, CA 95503-6223 Phone: (707) 441-3900

SCHOOLWORKS, Inc. will contract to perform the tasks enumerated below for the prices indicated. Cutten Elementary School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

SCOPE OF WORK - SCHOOLWORKS

1. Consulting:

Assistance and guidance will be provided to the District in understanding the submittal requirements and for determining the best application submittal strategies and options for maximizing School Facilities Program Eligibility and State Funding within the State School Building Program.

2. Application Documents:

Prepare the qualification documents and supporting documentation which are necessary for the District to qualify in the State School Facility Program for maximum project state funding potential under the School Facilities Program Funding Act of 1998. (A complete turn-key operation.)

Each district is unique in maximizing State Funding Program Eligibility and State Funding within the State School Building Program. Because of these specific issues, different methods are utilized for accomplishing this goal.

Following is a listing of the many services offered by SchoolWorks that may or may not be a necessary component of the application process:

- Enrollment Projection Update – SAB 50-01
- Establish Baseline Capacity - SAB 50-02
- Modernization Eligibility Updates - SAB 50-03
 - ✓ Additional Buildings
 - ✓ Increased Enrollment
- Prepare Project Applications - SAB 50-04
- Prepare Fund Releases - SAB 50-05
- Assist with Expenditure Reports - SAB 50-06
- Representation at SAB Meetings
- Representation at Implementation Committee Meetings
- Monthly notes on SAB and Imp Committee actions
- Annual Meeting with Personal Consultant to review:
 - ✓ Eligibility Opportunities
 - ✓ Study Scenarios and Impact on Eligibility
 - ✓ Estimated Future Eligibility
 - ✓ Project Funding Calculations
 - ✓ Impact of Regulation Changes
- Meetings with OPSC in Sacramento
- Monitor Project Status
- Assistance with CDE Plan Approvals (4.07 & 4.08)

Client Responsibilities

1. CBEDS/CSIS/CALPADS, Non-Severe and/or Severe Special Education Enrollment and/or other enrollment data necessary to complete Application(s). This information should be broken down by school site and then by grade level for each school site.
2. Facilities and/or Financial information needed to complete Application(s)
3. Written Confirmation that the need for Vocational and Career Technical Education Facilities is being met relative to the new construction and/or modernization project (Note: not applicable for elementary schools or elementary school districts, but an explanation letter may be required).
4. Campus maps, provided by the District, will need to illustrate up-to-date information to be fine-tuned and labeled appropriately by SchoolWorks staff per SFP Application submittal requirements.

Pricing

Prices quoted are contingent upon authorization of SchoolWorks to complete applications for which the District is eligible per applicable OPSC regulations and policies.

Fees for forms to be completed as needed:

Item Description	Cost
Annual Base Fee	\$3,000
SAB 50-01 (Per Form)	\$1,500
SAB 50-02	\$1,500
SAB 50-03	\$1,500
SAB 50-04 (Per Project)	
Design Funding	\$1,500
Construction Phase	\$3,000
SAB 50-05 (Per Project)	\$500
SAB 50-06 (Per Form)	\$500
CDE SFPD 4.07 or 4.08 (per project)	\$2,000
CDE SFPD 4.02/4.03 (per project)	\$7,500
PIW – Project Information Worksheet	\$500
SAB 50-09 Charter School Funding Application	
Loan Application – State Treasurer’s Office	\$2,000
Funding Application – OPSC	\$3,000
SAB 50-10 Career Technical Education Funding	
Preliminary Apportionment	\$2,000
Final Apportionment	\$3,000
SAB 189 Appeal Request, Facility Hardship or Other	\$5,000
Financial Hardship Checklists and Applications	
Design Funding	\$7,500
Construction Phase	\$7,500
Financial Hardship Rereview	\$3,500

1. If SchoolWorks presence is requested at school board meetings, OPSC site visits or other meetings, the District will be billed at \$185 per hour, plus travel time and expenses.
2. This agreement may be terminated by either party with thirty (30) days’ notice, in writing, and the client will only be billed for work completed.

Fee Schedule

1. **Annual Eligibility Service:** The base fee will be billed upon receipt of the signed contract and each year thereafter, as long as this Contract remains in place. The amount is due within thirty days of the date of the invoice. Any amount due for form(s) completed during the contract period will be billed upon submittal of the form(s) to OPSC. The amount is due within thirty days of the date of the invoice.
2. **District Guarantee:** If the Office of Public School Construction (OPSC) or the State Allocation Board (SAB) disapproves an application for the District per the conditions stated herein below, there is no charge from SchoolWorks for that application. Any monies already paid by the District for an application which is disapproved will be completely refunded.
3. For purposes of this Agreement, the term "disapproved" means action has been taken by the OPSC or SAB to turn down or reject the application as not meeting OPSC or SAB requirements for approval because the application was not considered by OPSC as a "complete" application. If any 15-day letter or other pertinent notices are sent from the OPSC to the District regarding any application or project SchoolWorks submitted, SchoolWorks needs to receive a copy of the correspondence immediately via fax or email in order to expediently supply additional information to OPSC if requested and in order for the District to still qualify for this District Guarantee. Funding by the State, of course, cannot be guaranteed by SchoolWorks and the approval of a Special Appeal Request submitted by SchoolWorks to the OPSC and the SAB cannot be guaranteed by SchoolWorks.

Conditions and Requirements

1. The Application documents will be completed to satisfy the requirements of OPSC. The Application documents will be audited by SchoolWorks to ensure their mathematical accuracy. Responsibility for the accuracy of data supplied by the District lies with the District.
2. This portion of the agreement does not include the preparation of any of the documents necessary for the purchase of a new school site unless otherwise herein specified. However, if SchoolWorks is submitting SAB 50-04 funding request forms on behalf of the District, the SchoolWorks staff may assist the Architect towards the submission of the required forms to CDE for requesting Architectural Plan and Site Approval from CDE.

Acceptance of Proposal & Notification to Proceed

1. (If or when applicable) The Board of Trustees of the District took action to approve this agreement between SchoolWorks Inc. and the Cutten Elementary School District, effective:


_____ (date of approval)

2. (If, or when needed) SchoolWorks is authorized to contact the OPSC, CDE, DSA, DTSC and/or SAB on the District's behalf and the District grants permission for OPSC to release and provide to SchoolWorks any needed SAB Forms and historical documents.

Cutten Elementary School District

SchoolWorks, Inc.

Signature



Signature

Name

Owen Alvarez

Name

Title

Vice President - School Facility Program
Consulting

Title

Date

April 4, 2022

Date

19007 Cutten School - Cutten Modernization

Owen Alvarez <owen@schoolworksgis.com>
 To: bmacquarrie@cuttensd.org
 Cc: Alex Rutherford <alex@schoolworksgis.com>, Alice Turney <alice@schoolworksgis.com>

Wed, Apr 6, 2022 at 4:59 P

Becky,
 Attached is our Service Agreement for your review and approval. The fee estimate below is for budgeting purposes and is not meant as a Guaranteed Maximum Price.

Let me know if you have any questions.

Fee estimate for two modernization projects under financial hardship (No design funding application)

Fees per Approved Applications:		Construction		Description
		Phase	Term	
Eligibility Services Base Fee	\$ 3,000.00	\$3,000	Annual	Base fee for services
SAB 50-03 Eligibility Application	\$ 1,500.00	\$3,000	As needed	Modernization eligibility update
Level One Developer Fee Study	\$ 1,500.00	\$2,000	As needed biannually	Required for financial hardship certification
CDE SFPD 4.08 Plan Approval Form	\$ 2,000.00	\$2,000	Per application	CDE plan approval
CDE SFPD 4.08 Plan Approval Form	\$ 2,000.00	\$2,000	Per application	CDE plan approval
SAB 50-04 Funding Application Construction Phase	\$ 3,000.00	\$6,000	Per application	Final funding application
SAB 50-05 Fund Release Application	\$ 500.00	\$1,000	Per application	Fund release request
Project Assistance Funding (for school districts with less than 2,500 pupils)		(\$13,713)	One time rebate	State funding to assist with the application process
SAB 50-06 Expenditure Report	\$ 500.00	\$1,000	Per application	Annual expenditure reporting
Financial Hardship Application (Renewal)	\$ 7,500.00	\$15,000	Per application	Financial hardship certification if required
Financial Hardship Application (Re-review)	\$ 3,500.00	\$7,000	Per application	Renewal of financial hardship certification if project remains approved and unfunded for more than 180 days
Net Total	\$28,287	\$28,287		
Total for SchoolWorks services	\$42,000			
Fiscal Year 2022	\$5,000			
Fiscal Year 2024	\$11,000			
Fiscal Year 2026	\$26,000			

Owen Alvarez
 SchoolWorks, Inc.
 Vice President, State Building Programs
 8700 Auburn Folsom Road, Suite 200
 Granite Bay, CA 95746
 Phone: 916.733.0402
 Direct line: 916.771.4607
 Cell: 916.390.0073
 owen@schoolworksgis.com
 www.schoolworksgis.com

From: Brie Gargano <brieg@studiow-architects.com>
 Sent: Monday, April 4, 2022 12:00 PM
 To: Owen Alvarez (owen@schoolworksgis.com) <owen@schoolworksgis.com>
 Cc: bmacquarrie@cuttensd.org
 Subject: 19007 Cutten School - Cutten Modernization

Owen,
 [Quoted text hidden]

2021-2022 SchoolWorks Services Agreement.pdf
 280K

BEFORE THE GOVERNING BOARD
OF THE
CUTTEN ELEMENTARY SCHOOL DISTRICT
HUMBOLDT COUNTY, CALIFORNIA

Resolution and Decision Not to)
Reemploy Certificated Employees)
_____) **RESOLUTION NO. 07**

WHEREAS, the Governing Board of the Cutten Elementary School District (“District”) adopted a Resolution in the Matter of the Reduction or Discontinuance of Certain Particular Kinds of Services (“Resolution”) on or before March 15, 2022, authorizing and directing the Superintendent or Superintendent’s designee to initiate and pursue procedures necessary not to reemploy the equivalent of one (1.0) full-time certificated employees of the District pursuant to Education Code sections 44949 and 44955 because of a reduction and/or discontinuance of particular kinds of services; and

WHEREAS, the Superintendent, or Superintendent’s designee, duly and properly served a Notice of Reduction or Discontinuance of Particular Kinds of Services (“Notice”) on the certificated employees listed on Attachment “A” on or before March 15, 2022, indicating that the Governing Board did not intend to reemploy them to the extent indicated in the Resolution and Notice for the 2022-2023 school year; and

WHEREAS, the certificated employees listed on Attachment “A” were informed of their right to request a hearing and that failure to do so in writing by the date specified in the aforementioned notice would constitute a waiver of the right to a hearing; and

WHEREAS, the certificated employees listed in Attachment “B” either did not submit a timely request for hearing, or submitted a timely request and then rescinded the request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that considering the certificated staff requirements of the District for the 2022-2023 school year, as well as the seniority and qualifications of each of the certificated employees of the District, the services of the certificated employees listed on Attachment “C” will not be required for the ensuing school year to the extent indicated in the Resolution and Notice to the employees listed in Attachment “C.”

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent’s designee, is authorized and directed to give Final Notice to the certificated employees listed on Attachment “C” that their services will not be required by this District for the 2022-2023 school year. Said notice shall be given by serving upon said persons a true copy of this Resolution and Decision Not to Reemploy Certificated Employees.

BE IT FURTHER RESOLVED that this decision is effective immediately.

Duly and regularly adopted this 9th day of May, 2022, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Trustees

STUDENT WELLNESS

The Governing Board recognizes the important link between student health and student learning. The Board also acknowledges that schools play a vital role in childhood nutrition and fitness. In addition, as part of the larger community, schools have a responsibility to promote family health and provide a strong foundation for children's future health and well-being.

The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, physical education and activity, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

- (cf. 3513.3 - Tobacco-Free Schools)*
- (cf. 3514 - Environmental Safety)*
- (cf. 3555 - Nutrition Program Compliance)*
- (cf. 5131.6 - Alcohol and Other Drugs)*
- (cf. 5131.61 - Drug Testing)*
- (cf. 5131.62 - Tobacco)*
- (cf. 5131.63 - Steroids)*
- (cf. 5141 - Health Care and Emergencies)*
- (cf. 5141.22 – Infectious Diseases)*
- (cf. 5141.3 - Health Examinations)*
- (cf. 5141.31 - Immunizations)*
- (cf. 5141.32 - Health Screening for School Entry)*
- (cf. 5141.6 - School Health Services)*
- (cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Education)*
- (cf. 6164.2 - Guidance/Counseling Services)*

To encourage consistent health messages between the home and school environment, the Superintendent or designee may disseminate health information and/or the district's student wellness policy to parents/guardians through district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and academic performance.

- (cf. 1100 - Communication with the Public)*
- (cf. 1112 - Media Relations)*
- (cf. 1113 - District and School Web Sites)*
- (cf. 1114 - District-Sponsored Social Media)*
- (cf. 6020 - Parent Involvement)*

School Health Council/Committee

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b)

To fulfill this requirement, the Superintendent or designee may appoint a school health council or other district committee whose membership shall include representatives of these groups. He/she also may invite participation of other groups or individuals, such as health educators, curriculum directors, counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

- (cf. 1220 - Citizen Advisory Committees)*
- (cf. 9140 - Board Representatives)*

The school health committee shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the committee

STUDENT WELLNESS

may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Nutrition and Physical Activity Goals

The Board shall adopt goals for nutrition promotion and education, physical activity, and other school- based activities that promote student wellness. (42 USC 1758b)

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

The district's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the state's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program. Nutrition education also may be offered through before- and after-school programs.

(cf. 5148.2 - Before/After School Programs)

(cf. 6142.8 - Comprehensive Health Education)

All students shall be encouraged to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

(cf. 5142.2 - Safe Routes to School Program)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Co-curricular Activities)

(cf. 6145.2 - Athletic Competition)

The Board may enter into a joint use agreement to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

(cf. 1330.1 - Joint Use Agreements)

The Superintendent or designee shall encourage staff to serve as positive role models.

Nutritional Guidelines for Foods Available at School

For all foods available on each campus during the school day, the district shall adopt nutritional guidelines which are consistent with 42 USC 1773 and 1779 and support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

The Board believes that foods and beverages available to students at district schools should support the health curriculum and promote optimal health, taking into consideration the needs of students with special dietary needs. Nutritional standards adopted by the district for all foods and beverages sold to students, including foods and beverages provided through the district's food service program shall meet or exceed state and federal nutritional standards.

(cf. 3312 - Contracts)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

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(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

In order to maximize the district's ability to provide nutritious meals and snacks, schools may participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall encourage school organizations to use healthy food items or non- food items for fundraising purposes. Fundraising activities shall not include candy sales, with the exception of school activities outside of the regular school day, such as athletic and performing arts events. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

(cf. 1230 - School-Connected Organizations)

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties.

Program Implementation and Evaluation

The Superintendent shall designate one or more district or school employees, as appropriate, to ensure that each school site complies with this policy. (42 USC 1758b)

(cf. 0500 - Accountability)
(cf. 3555 - Nutrition Program Compliance)

The Superintendent or designee shall inform and update the public, including parents/guardians, students, and others in the community, about the contents and implementation of this policy. He/she shall periodically measure and make available to the public an assessment of the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

Posting Requirements

Each school shall post the district's policies and regulations on nutrition and physical activity in public view within all school cafeterias or in other central eating areas. (Education Code 49432)

Cutten Elementary School District

Students

BP 5030

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Legal Reference:

EDUCATION CODE

33350-33354	CDE responsibilities re: physical education
49430-49436	Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494	School breakfast and lunch programs
49500-49505	School meals
49510-49520	Nutrition
49530-49536	Child Nutrition Act
49540-49546	Child care food program
49547-49548.3	Comprehensive nutrition services
49550-49561	Meals for needy students
49565-49565.8	California Fresh Start pilot program
49570	National School Lunch Act
51210	Course of study, grades 1-6
51220	Course of study, grades 7-12
51222	Physical education
51223	Physical education, elementary schools
51795-51796.5	School instructional gardens
51880-51921	Comprehensive health education

CODE OF REGULATIONS, TITLE 5

15500-15501	Food sales by student organizations
15510	Mandatory meals for needy students
15530-15535	Nutrition education
15550-15565	School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769	National School Lunch Program, especially:
1758b	Local wellness policy
1771-1791	Child Nutrition Act, including:
1773	School Breakfast Program
1779	Rules and regulations, Child Nutrition Act

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31	National School Lunch Program
220.1-220.21	National School Breakfast Program

COURT DECISIONS

Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:

CSBA PUBLICATIONS

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009
Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
Physical Education and California Schools, Policy Brief, rev. October 2007
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009
Healthy Children Ready to Learn: A White Paper on Health, Nutrition, and Physical Education, January 2005

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CALIFORNIA

PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical

Cutten Elementary School District

Students

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Activity and Food Security in Afterschool Programs, March 2010

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, 2005

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2005

Changing the Scene, Improving the School Nutrition Environment: A Guide to Local Action, 2000 WEB SITES

CSBA: <http://www.csba.org>

Action for Healthy Kids: <http://www.actionforhealthykids.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu> California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org> California Project LEAN (Leaders Encouraging Activity and Nutrition): <http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org> Center for Collaborative Solutions: <http://www.ccscenter.org> Centers for Disease Control and Prevention: <http://www.cdc.gov> Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html> National Association of State Boards of Education: <http://www.nasbe.org>

National School Boards Association: <http://www.nsba.org> School Nutrition Association: <http://www.schoolnutrition.org> Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy: <http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

Board Policy 5030

CUTTEN ELEMENTARY SCHOOL DISTRICT

First reading: April 10, 2014

Eureka, California

Adopted: May 12, 2014

2022 – 2023
Tentative Teaching Assignments

Grade	Teacher	# of students	Capacity	Total
SDC	Anna McClure	8	12	8
TK	Amy Chastain	16	24	32
	Nadine Seghetti	16	24	
K	Stacey Gabbert	20	24	69
	Katrin Lemmon	20	24	
	Melissa Seymour	20	24	
K/1	Liz Escutia	9 - K 9 - 1st	24	70
1	Lori Dickinson	20	24	
	Dani Hinrichs	20	24	
	Joe Kencke	21	24	
2	Audrea Filbey	21	24	64
	Suzanne Rice	21	24	
	Mike Richards	22	24	
3	Christy Ng	23	24	92
	Darcie Rutter	23	24	
	Annette Sligh	23	24	
	Harriet Watson	23	24	
4	Jen Code	25	30	75
	Bethany Ibbitson	25	30	
	Jesse Wheeler	25	30	
5	Tracy Benbow	24	30	84
	Jaime Hague	24	30	
	Lindsay Watkins	25	30	
5/6	Andrea Yip	10 - 5th 10- 6th	30	82
6	Kaycee Cook	24	30	
	Brandee Mitchell	24	30	
	Scott Nelson	24	30	
TOTAL			684	564
TOTALS: District - 564 Ridgewood - 231 Cutten - 333				

CUTTEN ELEMENTARY SCHOOL DISTRICT
HUMBOLDT COUNTY, CALIFORNIA

CONTRACT OF EMPLOYMENT

DISTRICT SUPERINTENDENT/PRINCIPAL

The following is an agreement between the Governing Board of the Cutten Elementary School District and **Becky MacQuarrie**.

AGREEMENT

At a meeting of the Governing Board of the Cutten Elementary School District (hereinafter referred to as "board") held on the 9th of May 2022, it was moved, seconded and carried to continue to employ **Becky MacQuarrie** as District Superintendent (hereinafter referred to as "superintendent") of the Cutten School District (hereinafter referred to as "district") subject to the terms and conditions hereinafter set forth.

1. It is agreed to continue to employ **Becky MacQuarrie** beginning July 1, 2022, and ending June 30, 2023, a period of 12 months.
2. The salary of the superintendent shall be **\$112,200** for the 2022-2023 school year.
3. It is agreed that the superintendent shall be required to render 220 days of full and regular service to the district during each annual period covered by this agreement.
4. The district expects the superintendent to be actively engaged in professional development and to remain current with the emerging trends, issues and concerns in the education profession. To this end, the district shall pay the annual membership dues of the superintendent in the Association of California School Administrators. The Superintendent will be allowed to attend one out of area conference per year with Board approval of the conference.
5. The superintendent shall be entitled to receive the same employer-paid health and welfare and other benefits as other full time certificated employees of the district which are not otherwise provided for in this agreement.
6. The superintendent shall be the executive officer of the board, shall serve as Secretary to the board, and shall perform the duties of this office as prescribed by law. All powers and duties which may lawfully be delegated to the superintendent are to be executed in accordance with the policies adopted by the board. Such acts which may require ratification by the board shall be referred to the board at the earliest possible opportunity by the superintendent. The superintendent shall also have specific site level administrative responsibilities as assigned by the board.
7. The superintendent shall have authority to organize and arrange staff which in her judgment best serves the district, subject to approval of the board. The administration of instruction and business affairs shall be lodged with the superintendent and administered with assistance of staff. The board members, individually and collectively, shall channel criticisms, complaints, and suggestions called to their attention, which in their collective or individual opinion may require action, to the superintendent for study and recommendation.
8. a) The board shall devote a portion of at least one meeting annually, normally in the month of March, to a discussion of the performance of the superintendent. The superintendent will be responsible for calendaring these evaluation sessions with the board. The

evaluation shall be conducted in closed session unless requested otherwise by the superintendent.

b) Evaluation criteria shall be provided by the board and shall be directly related to the board-adopted superintendent's job description, the position's general scope of responsibilities, and any other professional growth needs identified by the board. The superintendent shall provide input to the board during the development of appropriate evaluation criteria.

c) The board President or his/her appointee shall have the responsibility of summarizing the board's evaluation in writing and providing a copy thereof to the superintendent. A second copy of the evaluation shall be placed in the superintendent's personnel file. The superintendent shall be afforded a reasonable opportunity to submit any response/commentary to the evaluation prior to its filing.

9. The superintendent shall provide her own transportation for use on district business. The district shall reimburse superintendent for use of a personal automobile for official business and for other actual district business-related expenses according to board policy. In addition, the superintendent shall maintain a home phone listing in the local public directory to facilitate access by members of the school community.
10. Nothing contained in this agreement shall prohibit the superintendent from using non-paid days to undertake paid consulting work, speaking engagements, writing, lecturing or other professional duties, functions and obligations, provided such undertakings do not interfere with the performance of duties under this agreement and provided such activities have prior board approval.
11. This agreement is subject to all applicable laws of the State of California, to the lawful results and regulations of the California State Board of Education and the board. Those laws, rules and regulations are hereby made a part of the terms and conditions of this agreement as though fully set forth herein. Notwithstanding, and to the extent the laws will permit the specific provisions of this agreement shall prevail over any and all other laws, rules and regulations.
12. (a) Upon request of the board, but not more than once in any contract year covered by this agreement, the superintendent agrees to undergo a comprehensive physical and/or or psychiatric examination, as long as it is not in conflict with religious beliefs. Said examination shall be made by a licensed physician designated by the board. A confidential written report of such examination will be provided the superintendent. A second separate summary statement regarding the superintendent's physical and/or mental ability to perform regular duties shall be obtained from the physician and filed with the board. The costs of said examination shall be paid by the district.
12. b) Should the superintendent be unable to serve in the position due to physical and/or mental condition, and upon expiration of the sick leave entitlement as provided by statute and board policies, upon written evaluation by a licensed physician designated by the district indicating the inability of the superintendent to further serve in the position of employment, this contract shall be immediately terminated by the board.
13. Additional amendments may be added in writing to the contract by mutual consent of the superintendent and the board at any time during the period of this contract.
14. This agreement may be terminated prior to the expiration date of the contract by: 1) the mutual consent of the parties to the agreement; or 2) by the finding of the board that the superintendent has committed a breach of the contract as defined by committing any of the acts enumerated in Education Code Section 44932; or 3) by the finding of the board that the superintendent has failed to satisfactorily perform any of the duties and responsibilities as set forth in the position description or in this agreement; or 4) as otherwise provided by

law or the provisions contained in this agreement. No involuntary termination referred to in this section shall occur until a written statement of the alleged grounds for removal has first been delivered to the superintendent and he/she has had a reasonable opportunity to respond.

15. If this contract is terminated prior to the expiration date of the contract pursuant to a mutual agreement, the limitation of a cash settlement, if any, shall be an amount equal to the monthly salary of superintendent multiplied by the number of months left on the unexpired term of this contract. However, any such cash settlement shall be limited to no more than 18 months' salary regardless of the length of term remaining.

Executed at Cutten, California on March _____, 2022.

For the Cutten School District:

Superintendent:

