



Cutten School District

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

Superintendent/Principal
Becky MacQuarrie, EdD

**CUTTEN BOARD OF TRUSTEES
BOARD MEETING AGENDA
November 14, 2022 6:30 pm
Cutten School Room 14
4128 Walnut Drive
Eureka, CA 95503**

1.0 CALL TO ORDER/FLAG SALUTE

2.0 CONSENT AGENDA

- 2.1 Approval of Minutes – October 10, 2022
- 2.2 Approval of Warrants and Payroll
- 2.3 Approval of Agreement for Services-Language Line Services for Interpreting
- 2.4 Approval of the Implementation of the free WeTip Program
- 2.5 Declare as Obsolete Surplus: Inventory-Technology /Computers

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 Principal's Report
- 4.5 2022-2023 Student Enrollment Report
- 4.6 LCAP

5.0 CORRESPONDENCE

- 5.1 CSBA Delegate Assembly Nominations

6.0 INFORMATION / POSSIBLE ACTION ITEMS

- 6.1 Consider Revision/Adoption of BP/AG 6158 *Independent Study*, 2nd Reading
- 6.2 Consider Approval of Mendes Consulting Proposal for 3 Year Securly Filter, \$9,306.72; Antivirus AVAST renewal \$ 3,948.25
- 6.3 Consider Approval of Modification to MOU School Climate Team Membership to 8 total members (\$1000)
- 6.4 Consider Approval of 1-2 days a month at Cutten to pay for a Substitute teacher to cover for IEP's. Estimated cost \$300 a month
- 6.5 Discussion/Direction given to Superintendent to create a Cutten Parent Advisory Committee
- 6.6 Preliminary Pupil Summary Results for the 2021-22 Administration of the California Assessment of Student Performance and Progress (CAASPP) for English Language Arts and Math and Local Indicators.
- 6.7 Discussion and Update on Bond
- 6.8 Consider Adoption of Change Order/Sole Source for Cutten School District Letter #2
- 6.9 Approval of Proposed Change Order #39 Cutten-Cost to install a new fire alarm panel and monitoring system, \$15,366.02
- 6.10 Approval of Proposed Change Order #41.1 Cutten-New tile wainscoting in boy's and girl's restrooms, \$39, 493.74
- 6.11 Approval of Proposed Change Order #43 Cutten-Modification to girl's restroom: Replace water closet and



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- remove sink per DSA requirements, \$1,694.86
- 6.12 Discussion/Approval regarding Cutten Gutter and Downspout Proposal
- 6.13 Discussion/Approval of Moving next Scheduled Board Meeting from December 14, 2022 to December 5, 2022, 6:30PM and consider the requirements for holding an annual organizational meeting in an election year

- 7.0 SUPERINTENDENT/PRINCIPAL REPORT

- 8.0 BOARD MEMBER COMMENTS / COMMUNICATION

- 9.0 ADJOURNMENT

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

Checks Dated 10/01/2022 through 10/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3000182279	10/06/2022	(HARRIS) SHAFER'S ACE HARDWARE	01-4374		447.29
3000182280	10/06/2022	Adams Comm. Gen Cont., Inc.	21-5800		356,255.61
3000182281	10/06/2022	HUMBOLDT COUNTY DEPT OF HEALTH	13-5800		399.00
3000182282	10/06/2022	Kristyn Fresz	01-5800		1,710.00
3000182283	10/06/2022	MENDES SUPPLY COMPANY	01-4374		4,438.75
3000182284	10/06/2022	PEARSON EDUCATION	01-4310		80.40
3000182285	10/06/2022	POWERSCHOOL	01-4450		1,473.40
3000182286	10/06/2022	SCHOOL & COLLEGE LEGAL SERVICE	01-5210		45.00
3000182287	10/06/2022	SECURITY LOCK & ALARM	01-4381		21.55
3000182288	10/06/2022	STUDIO W ARCHITECTS	21-6210		60,256.02
3000182289	10/06/2022	SYSCO SACRAMENTO	13-4396	294.42	
			13-4710	3,492.49	3,786.91
3000182290	10/06/2022	U.S. BANK EQUIPMENT FINANCE	01-5637		30.44
3000182291	10/06/2022	VALLEY PACIFIC PETROLEUM SVCS	01-4364	147.74	
			01-4365	1,596.49	1,744.23
3000182292	10/06/2022	WEST COAST PAPER COMPANY	01-4310		65.96
3000182696	10/10/2022	AT&T CALNET 2	01-5909		296.26
3000182697	10/10/2022	Carillo-Salas, Vanesa	01-5201		116.63
3000182698	10/10/2022	CRYSTAL CREAMERY	13-4711		767.64
3000182699	10/10/2022	Cunningham, Marissa M	01-4310		837.70
3000182700	10/10/2022	Dickinson, Lori J	01-4310		227.60
3000182701	10/10/2022	Goodman, Kimberly A	01-4310		287.81
3000182702	10/10/2022	MCGRAW-HILL SCHOOL ED HOLDING.	01-4110		317.91
3000182703	10/10/2022	MISSION LINEN SUPPLY	01-5550		604.67
3000182704	10/10/2022	Mitchell, Brandee L	01-4310		163.86
3000182705	10/10/2022	P G & E	01-5511	3,375.82	
			01-5520	61.52	3,437.34
3000182706	10/10/2022	T-MOBILE	01-5841		186.00
3000182707	10/10/2022	U.S. BANK EQUIPMENT FINANCE	01-5637		1,848.70
3000183111	10/13/2022	DAVID L. MOONIE & CO. LLP	01-5822		5,850.00
3000183112	10/13/2022	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5861		544.00
3000183113	10/13/2022	Deshais, August M	01-4391		23.99
3000183114	10/13/2022	Girard, Anne E	01-4362		100.00
3000183115	10/13/2022	Hulstrom, Michael E	01-4391		68.25
3000183116	10/13/2022	HUMB COMMUNITY SERVICES DIST	01-5530		2,120.91
3000183117	10/13/2022	Johnston, Aimee M.	01-4393		97.35
3000183118	10/13/2022	Recology	01-5560		925.09
3000183119	10/13/2022	Sligh, Annette M	01-4393		21.00
3000183120	10/13/2022	Standish, Christina J	01-5950		23.25
3000183121	10/13/2022	SYSCO SACRAMENTO	13-4396	196.72	
			13-4710	129.12	
			13-5623	323.10	648.94

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.

ESCAPE ONLINE

Page 1 of 2

Checks Dated 10/01/2022 through 10/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3000183122	10/13/2022	Therapy Kids	01-5800		175.00
3000183123	10/13/2022	U.S. BANK	01-4310	454.10	
			01-4393	697.50	
			01-4421	2,010.84	
			01-5210	1,000.00	
			01-5831	29.98	4,192.42
3000184240	10/24/2022	Adams Comm. Gen Cont., Inc.	21-5800		249,605.46
3000184241	10/24/2022	BESC Inc.	01-6200		48,257.00
3000184242	10/24/2022	CREATIVE MATHEMATICS	01-4310		163.88
3000184243	10/24/2022	CRYSTAL CREAMERY	13-4711		1,224.13
3000184244	10/24/2022	DONS RENT ALL	01-5623		46.98
3000184245	10/24/2022	Girard, Anne E	01-5210		381.61
3000184246	10/24/2022	Hinrichs, Danielle G	01-4310		35.42
3000184247	10/24/2022	Johnston, Aimee M	01-5210		766.39
3000184248	10/24/2022	LoBue-Deshais, Hannah M	01-4391		23.99
3000184249	10/24/2022	P G & E	01-5520		3,243.86
3000184250	10/24/2022	PACIFIC PAPER COMPANY	01-4310		18.64
3000184251	10/24/2022	RENAISSANCE	01-4450		1,500.00
3000184252	10/24/2022	Rutter, Darcie R	01-4391		69.26
3000184253	10/24/2022	SCHILLER, KRISTA	01-5210		125.00
3000184254	10/24/2022	SCHOOL & COLLEGE LEGAL SERVICE	01-5210		225.00
3000184255	10/24/2022	SILKE Comm Solutions	01-4389	650.20	
			01-4400	111.54	761.74
3000184256	10/24/2022	Sligh, Annette M	01-4310		65.72
3000184257	10/24/2022	SYSCO SACRAMENTO	13-4710		5,337.63
3000185011	10/31/2022	ADVANCED SECURITY SYSTEM	01-5804		306.98
3000185012	10/31/2022	MISSION LINEN SUPPLY	01-5550		476.08
3000185013	10/31/2022	RURAL COMM. ASSISTANCE CORP.	01-5800		812.50
3000185014	10/31/2022	SECURITY LOCK & ALARM	01-4381		267.57
3000185015	10/31/2022	SHN CONSULTING ENGINEERS	21-6271		9,338.10
Total Number of Checks			62		777,689.82

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	52	90,070.38
13	CAFETERIA FUND	6	12,164.25
21	BUILDING FUND	4	675,455.19
Total Number of Checks		62	777,689.82
Less Unpaid Tax Liability			.00
Net (Check Amount)			777,689.82

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.

ESCAPE ONLINE

Page 2 of 2

EARNINGS by Earnings Code Income Adjustments

No Gross Pay		9.00	
Regular	414,488.59		
TOTAL	414,488.59	9.00	

EARNINGS by Group Income Adjustments

Base Pay	400,104.57		
Docks	3,750.00-		
Extra Duty	5,174.73		
Miscellaneous		9.00	
Stipends	1,370.00		
Substitutes	9,775.00		
Vacation Pay	1,814.29		
TOTAL	414,488.59	9.00	

TAXES Employee Employer Total Subject Grosses

Federal Withholding	26,264.52		26,264.52	356,689.95
State Withholding	8,382.62		8,382.62	356,689.95
Social Security	6,605.09	6,605.09	13,210.18	106,533.25
Medicare	5,831.54	5,831.54	11,663.08	402,174.21
SUI	2,010.93	2,010.93	2,010.93	402,174.21
Workers' Comp	10,617.43		10,617.43	402,174.21
SUBTOTAL	47,083.77	25,064.99	72,148.76	

REDUCTIONS Employee Employer Total Subject Grosses

PERS	2,527.07	9,158.81	11,685.88	36,100.95
PERS / 62	4,635.63	14,700.67	19,336.30	57,945.09
STRS / 60	25,403.23	47,325.62	72,728.85	247,835.12
STRS / 62	4,943.33	9,252.11	14,195.44	48,440.35
Tax Sheltered Annuit	7,975.00		7,975.00	
Health & Welfare	10,286.17	64,720.60	75,006.77	
Dependent Care	500.00		500.00	
Supplemental Insuran	826.55		826.55	
Flex Medical Savings	701.66		701.66	
SUBTOTAL	57,798.64	145,157.81	202,956.45	

EARNINGS Person Type Female Employees

Certificated	47	306,574.82	42	276,525.42
Classified	55	107,913.77	49	83,044.81
TOTAL	102	414,488.59	91	359,570.23

DEDUCTIONS Employee Employer Total Subject Grosses

Dues & Memberships	2,766.40		2,766.40	27.20
Health & Welfare		909.00	909.00	
District Repay	168.65		168.65	
Miscellaneous	850.00		850.00	
Supplemental Insuran	2,565.66		2,565.66	
Summer Savings	30,020.66		30,020.66	180,123.59
SUBTOTAL	36,371.37	909.00	37,280.37	
TOTALS	141,253.78	171,131.80	312,385.58	

Vendor Summary for Pay Date 10/07/2022 thru 10/31/2022

Vendor Checks	8,210.27	7
Vendor Liabilities	304,175.31	30
	<u>312,385.58</u>	<u>37</u>

Cancel/Reissue for Process Date 10/07/2022 thru 10/31/2022

Reissued	
Cancel Checks	
Void ACH	

BALANCING DATA

Gross Earnings	414,488.59	273,234.81	Net Pay	
District Liability	171,131.80	141,253.78	Deductions	
	585,620.39	171,131.80	Contributions	
		585,620.39		

NET

Direct Deposits	228,220.29	71
Checks	44,814.52	31
Partial Net ACH	200.00	2
Negative Net		
Check Holds		
Zero Net		1
TOTAL	273,234.81	103

Selection Grouped by Org, Filtered by (Org = 9, Fiscal Year = 2023, Starting Pay Date = 10/1/2022, Ending Pay Date = 10/31/2022)

009 - Cutten Elementary School District

Generated for Vanesa Carrillo-Salas (VCARRILLO), Nov 10 2022



Cutten School District

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Superintendent/Principal
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CUTTEN BOARD OF TRUSTEES BOARD MEETING AGENDA

October 10, 2022 6:30 pm
Cutten School Rm 14
4128 Walnut Drive
Eureka, CA 95503

1.0 CALL TO ORDER- Meeting called to order at 6:32 pm

2.0 CONSENT AGENDA

2.1 Approval of Minutes – September 15, 2022

2.2 Approval of Warrants and Payroll

2.3 Approval of Quarterly Report on Williams Uniform Complaints

2.4 Approval of Agreement for Services-Haley Jones, Art Instruction-2nd year

2.5 Approval of Transportation Agreement with NHUHSD- Maintenance Services

- Agenda motioned by Andy Sundquist seconded by Becky Reece. Four I's motion carried.

3.0 VISITOR COMMENTS ON NON-AGENDA ITEMS - No Comments

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 - Report by Lucky-Smores on wheels in Samoa coming up, working on bringing back reflections program with the theme being "show voice", Kids enjoyed the poets in the classroom guest, Pta will be bringing teachers apples for appreciation

4.2 School Site Council Report- Report by Annete Sligh-Training possibly to be rescheduled as previously was set in place, but first meeting scheduled for following week

4.3 HBTA Report - Report by Amy Chastain - Great pumpkin patch trips for kiddos not TK as too young still, Assemblies every friday at RW have been great, brought back lunch with principle which kids have been enjoying, Halloween parade in the works at both sites

4.4 Principal's Report - Annette-Recess has been running smooth compared to beginning of the year, Author's festival coming up with lots of excitement for that. Darci- Positive paws reward has turned into a reward for entire classroom instead of just one individual, Attendance trophy has been brought back, student council did speech and votes have been counted soon to be announced

4.5 2022-2023 Student Enrollment Report - No change since last report

4.6 LCAP - Tip Coordinator tagged abc to Cutten, working on more parent involvement at both sites

5.0 CORRESPONDENCE

5.1 Cutten ESD LCAP and Adopted Budget approved by HCDE

6.0 INFORMATION / POSSIBLE ACTION ITEMS

6.1 Consider Approval of MOU Humboldt-Del Norte SELPA Behavioral Specialist Services - Motioned by Andy Sundquist seconded by Becky Reece. 4 I's motion moved

6.2 Consider Approval to add Temporary Roving Aide .675 FTE, Ridgewood Site - Motioned by Becky Reece. Seconded by Andy Sundquist. 4 I's motion moved

6.3 Consider Revision/Adoption of BP/AG 6158 *Independent Study*, 1st Reading - Discussion of Terms for Independent Study no motion needed

6.4 Preliminary Pupil Summary Results for the 2021-22 Administration of the California Assessment of Student Performance and Progress (CAASPP) for English Language Arts and Math and Local Indicators - Results discussed



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- from test results. What could be done to improve. Teach to pass the test or teach to actually understand etc
- 6.5 Discussion Official Position on Eureka City Plan for One-Way Streets Dolbeer/W Street - negative input from community reaching out to us as to how it will impact traffic, lots of risks if it's approved, many opposed parents to the city
- 6.6 Consider Adoption of Change Order/Sole Source for Cutten School District Letter - Motioned by Becky Reece. Seconded by Mary Dewald. 4 I's motion moved
- 6.7 Discussion and Update on Bond- Kitchen update, as well as Tree removal update at Ridgewood School
- 6.8 Approval of Proposed Change Order #13.2 Cutten-Credit to delta replacement of vinyl flooring from PCO 13.1 and replaced with epoxy flooring, 2,570.38 -Motioned by Becky Reece. Seconded by Andy Sundquist. 4 I's motion moved
- 6.9 Discussion/Approval to Pursue Cutten Boy's and Girl's Bathroom Modernization - Directions given only
- 6.10 Approval of Proposed Change Order #14 Ridgewood-Structured Cabling Installation, \$6, 401.08- Motioned by Becky Reece. Seconded by Mary Dewald. 4 I's motion moved
- 6.11 Approval of Proposed Change Order #31.1 Cutten-Modify casework and electrical work in office, and add light switch \$7,661.97 -Motioned by Andy Sundquist seconded by Becky Reece. 4 I's motion moved
- 6.12 Approval of Proposed Change Order #36 Cutten-New Roll up door to comply with requirements from DSA for connection to fire alarm for release in kitchen, 34,133.58- Motioned by Becky Reece. Seconded by Mary Dewald. 4 I's motion moved
- 6.13 Consider Approval to Replace Furnace and Supply Ductwork to Rental 4140 Walnut Dr (less than \$10,000) - Motioned by Andy Sundquist. Seconded by Becky Reece. 4 I's Motion moved
- 7.0 **SUPERINTENDENT/PRINCIPAL REPORT** - Kennel club wanting to rent next year but might not workout unless they can move the weekend date to not right before school starts. PBIS trainings lots of trainings coming up.
- 8.0 **BOARD MEMBER COMMENTS / COMMUNICATION-** Becky Reece family appreciates the support from everyone with the hard time they are going through and feel very supported.
- 9.0 **ADJOURNMENT** - Meeting adjourned at 8:27 pm

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

Client Name ("Customer"): Cutten Elementary School District Per CA Multiple Award Schedule (CMAS) 4-07-03-0249A Supplement	Client # (if applicable): tba
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This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call \$5.00
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.97
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.97
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.97
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.97

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.

	1Solution™ Analog Dual Handset Phone	\$4.50
	1Solution Dual Handset IP Phone	\$12.50
	Panasonic® Cordless Phone with Dual Handsets	\$10.50
(c)	PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS. Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.	
(d)	PHONE INTERPRETING EQUIPMENT PURCHASES. The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.	
	1Solution Analog Dual Handset Phone	\$60.00
	1Solution Dual Handset IP Phone	\$150.00
	Panasonic Cordless Phone with Dual Handsets	\$85.00
	Panasonic Headset	\$25.00
	Handsets	\$10.00
	Handset Splitters (price per unit)	\$6.00
	Wall Splitters (price per unit)	\$6.00

2. OTHER FEES

- 2.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 2.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer Waived
- 2.3. OPTIONAL CUSTOMIZATIONS**
 - (a) Report configuration per hour \$250.00
 - (b) Report maintenance per month \$30.00
 - (c) Training assistance on site per day per training \$500.00
 - (d) Training materials development per hour \$179.00

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere

Title:	Title: CFO
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CSD TAG #	Make	Model	Location	Notes	Removed by	PTA	Condition	Date
x885	Dell Monitor	E2211H -22" Monitor	CN-07N012-64180-27V-0GTU	XXX Remove	Nelson, H.			9/13/2012
xx750	HP Notebook	HP-DV2171CL		XXX Remove	Removed by Cherrie Shipley			10/25/2006
1094	Samsung Galaxy Tab A	SM-T280-NZWAXXAR-WHITE	R52H31DC-JGV	Cutten Room 19 Library	Jovannah Martinez-Hoboo	PTA	batteries explod.	8/31/2016
1095	Samsung Galaxy Tab A	SM-T280-NZWAXXAR-WHITE	R52H31DC-VDR	Cutten Room 19 Library	Jovannah Martinez-Hoboo	PTA	batteries explod.	8/31/2016
1096	Samsung Galaxy Tab A	SM-T280-NZWAXXAR-WHITE	R52H31DC-VFE	Cutten Room 19 Library	Jovannah Martinez-Hoboo	PTA	batteries explod.	8/31/2016
1097	Samsung Galaxy Tab A	SM-T280-NZWAXXAR-WHITE	R52H31DC-XXB	Cutten Room 19 Library	Jovannah Martinez-Hoboo	PTA	batteries explod.	8/31/2016
1098	Samsung Galaxy Tab A	SM-T280-NZWAXXAR-WHITE	R52H31DC-Y2H	Cutten Room 19 Library	Jovannah Martinez-Hoboo	PTA	batteries explod.	8/31/2016
1099	Samsung Galaxy Tab A	SM-T280-NZWAXXAR-WHITE	R52H31DD-4VY	Cutten Room 19 Library	Jovannah Martinez-Hoboo	PTA	batteries explod.	8/31/2016
1093	Samsung Galaxy Tab A	SM-T280-NZWAXXAR-WHITE	R52H31DC-HFM	Cutten Room 19 Library	Jovannah Martinez-Hoboo	PTA	batteries explod.	8/31/2016
1092	Samsung Galaxy Tab A	SM-T280-NZWAXXAR-WHITE	R52H31DC-H8Z	Cutten Room 19 Library	Jovannah Martinez-Hoboo	PTA	batteries explod.	8/31/2016
950	Apple	iMAC 110			donated to Cutten by HSU			
957	Apple	iMAC 117			donated to Cutten by HSU			
958	Apple	iMAC 118			donated to Cutten by HSU			
948	Apple	iMAC 119			donated to Cutten by HSU			
951	Apple	iMac 111			donated to Cutten by HSU			
956	Apple	iMac 116			donated to Cutten by HSU			
953	Apple	no #			donated to Cutten by HSU			
960	Apple	iMac 120			donated to Cutten by HSU			
955	Apple	iMac 115			donated to Cutten by HSU			
1015	Apple	no #			donated to Cutten by HSU			
1021	Apple	no #			donated to Cutten by HSU			
1023	Apple	no #			donated to Cutten by HSU			
1017	Apple	iMac 127			donated to Cutten by HSU			
833	Dell Inspiron	PC			donated to Cutten by HSU			
837	Dell Inspiron	PC			donated to Cutten by HSU			
754	Toshiba Laptop #2	Toshiba laptop Satellite A205	67086572Q	PSAF0U-06H009	Annex			7/7/2007
755	Toshiba Laptop #1	Toshiba laptop Satellite A205	67087944Q	PSAF0U-06H009	Annex			7/7/2007
1126	HP All-in-One Touch Screen	Pro Express M4070RF		Special Day Class	Delaney Rice		broken by studei	8/21/2017

CUTTEN SCHOOL DISTRICT Certificated Staffing / Enrollment for 2022-2023
11/10/2022

Grade Level	Classroom Teacher	Classroom Aide	1st Day Class Size	Class Size	Grade	Grade Totals	School Totals
SDC	Veeh, Tom	Hartridge, Catherine Elkridge, Danielle	9	8	SDC	8	Ridgewood Total 239
TK	Chastain, Amy	O'Kane, Taryn	19	19	TK	36	
TK	Seghetti, Nadine	Copeland, Linda	18	17	Kindergarten	70	
K	Gabbert, Stacey	Filbey, Miranda	20	20			
K	Lemmon, Katrin (Davis)	Thayer, Tracy	22	22			
K	Seymour, Melissa	Gutierrez, Teia	20	20			
K/1	Escutia, Liz	Moser, Shara	8	8			
K/1	Escutia, Liz	Moser, Shara	7	7	First	65	
1	Dickinson, Lori	Morgan, Aubrey	21	20			
1	Kencke, Joe	Urban, Michelle	18	18			
1	Hinrichs, Dani	Merz, Kayla	20	20	Second	60	
2	Filbey, Audrea (Bon)	Endert, Camilla	21	20			
2	Rice, Suzanne	Blaisdell, Leina	21	21			
2	Richards, Mike	Kidd, Loma	19	19	Third	85	
3	Ng, Christy	Hulstrom, Gidget	21	22			
3	Felmlee, Jamie	Blacketer, Kacie	21	21			
3	Watkins, Lindsay	Pino, Karen	22	21			
3	Watson, Harriet	Hulstrom, Mike	21	21	Fourth	64	
4	Code, Jen	Brunton, Taunya	22	22			
4	Ibbitson, Bethany	Houseworth, Stephanie	22	22			
4	Wheeler, Jesse	Comas, Maria	21	20	Fifth	85	
5	Benbow, Tracy	Wheeler, Sharon	25	25			
5	Bradbury, Sydney	Flores-Lopez, Naomi	24	24			
5	Hague, Jaime	Ghera, Judy	25	25			
5	Yip, Andrea	McGee, Tatyana	11	11	Sixth	86	
6	Yip, Andrea	McGee, Tatyana	10	10			
6	Cook, Kaycee	Thomas, Jennifer	25	25			
6	Mitchell, Brandee	Barbee, Mitchell	26	25	District Total	559	
6	Nelson, Scott	Nilsen, Amy	25	26			
		Totals	564	559		559	

INDEPENDENT STUDY

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

(cf. 0420.4 - Charter School Authorization)
(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

An individual with exceptional needs, as defined in Section 56026, may participate in independent study, if the pupil's individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study pursuant to paragraph (5) of subdivision (a), the pupil's individualized education program team shall make an individualized determination as to whether the pupil can receive a free appropriate public education in an independent study placement. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement. (Education Code 51745(c))

The minimum period of time for any independent study option shall be three consecutive school days, and maximum below 15 days.

General Independent Study Requirements

For the ~~2021-22~~ 2022-2023 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

~~For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.~~

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

BP 6158(b)

INDEPENDENT STUDY (continued)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6200 - Adult Education)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher

4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

~~The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)~~

- ~~1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction~~

BP 6158(e)

~~INDEPENDENT STUDY (continued)~~

- ~~2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction~~

~~The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week; **or 10% of the required minimum instructional time over four continuous weeks; or 60% of the scheduled days of synchronous instruction in a school month;** or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)~~

- ~~1. Verification of current contact information for each enrolled student~~
- ~~2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation~~
- ~~3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary~~
- ~~4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being~~

~~The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)~~

~~The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)~~

~~The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)~~

BP-6158(d)

INDEPENDENT STUDY (continued)

~~Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)~~

Master Agreement

~~For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction:~~

~~A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)~~

~~The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement:~~

~~The independent study agreement for each participating student also shall include, but are not~~

limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

- ~~1. The frequency, time, place and manner for submitting the student's assignments; reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress~~
- ~~2. The objectives and methods of study for the student's work and the methods used to evaluate that work~~
- ~~3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work~~
- ~~4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study~~

BP 6158(c)

~~INDEPENDENT STUDY (continued)~~

- ~~5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year~~
- ~~6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion~~
- ~~7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports~~
- ~~8. A statement that independent study is an optional educational alternative in which no student may be required to participate~~
- ~~9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction~~

~~(cf. 5144.1 - Suspension and Expulsion/Due Process)~~

~~10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.~~

~~However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.~~

~~Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)~~

BP 6158(f)

~~INDEPENDENT STUDY (continued)~~

~~The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.~~

~~Course-Based Independent Study~~

~~The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)~~

- ~~1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6~~
- ~~2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.~~

~~(cf. 4112.2 - Certification)~~

- ~~3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten,~~

and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction.

4. ~~Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.~~
5. ~~For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other~~

BP 6158(g)

~~INDEPENDENT STUDY (continued)~~

~~indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.~~

~~If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.~~

~~Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with~~

~~health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.~~

~~(cf. 5125 - Student Records)~~

- ~~6. Examinations shall be administered by a proctor.~~
- ~~7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.~~

~~(cf. 6162.51 - State Academic Achievement Tests)~~

- ~~8. A student shall not be required to enroll in courses included in the course-based independent study program.~~

BP-6158(h)

~~INDEPENDENT STUDY (continued)~~

- ~~9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.~~
- ~~10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.~~

~~(cf. 6111 - School Calendar)~~

-
- ~~11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.~~

~~(cf. 3260 - Fees and Charges)~~

- ~~12. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.~~
- ~~13. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.~~
- ~~14. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.~~

- ~~15. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously; and, in no case, later than five instructional days.~~

Learning Agreement for Course-Based Independent Study

~~Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)~~

- ~~1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5~~
- ~~2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above~~

BP 6158(i)

INDEPENDENT STUDY (continued)

- ~~3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years~~
 - ~~4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program~~
-
- ~~5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work~~
 - ~~6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.~~
 - ~~7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education~~

Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction:

- ~~8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.~~
- ~~9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.~~
- ~~10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.~~

BP 6158(j)

~~INDEPENDENT STUDY (continued)~~

- ~~11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.~~
- ~~12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.~~

~~However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.~~

~~Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)~~

~~The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)~~

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)~~

~~Student-Parent-Educator Conferenees~~

~~A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)~~

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study

BP 6158(k)

~~INDEPENDENT STUDY (continued)~~

- ~~2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education~~
- ~~3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher~~
- ~~4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records; maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons~~
- ~~5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)~~
- ~~6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential~~

~~pursuant to Education Code 44300 (Education Code 51747.5)~~

~~The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)~~

~~The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)~~

~~(cf. 3580 - District Records)~~

~~The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)~~

BP 6158(I)

INDEPENDENT STUDY (continued)

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

INDEPENDENT STUDY (continued)

Legal Reference:

EDUCATION CODE

- 17289 *Exemption for facilities*
- 41020 *Audit guidelines*
- 41976.2 *Independent study programs; adult education funding*
- 42238 *Revenue limits*
- 42238.05 *Local control funding formula; average daily attendance*
- 44865 *Qualifications for home teachers and teachers in special classes and schools*
- 46200-46208 *Instructional day and year*
- 46300-46307.1 *Methods of computing average daily attendance*
- 46390-46393 *Emergency average daily attendance*
- 46600 *Interdistrict attendance computation*
- 47612-47612.1 *Charter school operation*
- 47612.5 *Independent study in charter schools*
- 48204 *Residency*
- 48206.3 *Home or hospital instruction; students with temporary disabilities*
- 48220 *Classes of children exempted*
- 48340 *Improvement of pupil attendance*
- 48915 *Expulsion; particular circumstances*
- 48916.1 *Educational program requirements for expelled students*
- 48917 *Suspension of expulsion order*
- 49011 *Student fees*
- 51225.3 *Requirements for high school graduation*
- 51745-51749.6 *Independent study programs*
- 52060 *Local control and accountability plan*
- 52522 *Adult education alternative instructional delivery*
- 52523 *Adult education as supplement to high school curriculum; criteria*
- 56026 *Individuals with exceptional needs*
- 58500-58512 *Alternative schools and programs of choice*

FAMILY CODE

- 6550-6552 *Authorization affidavits*

CODE OF REGULATIONS, TITLE 5

- 11700-11703 *Independent study*

UNITED STATES CODE, TITLE 20

- 6301 *Highly qualified teachers*
- 6311 *State plans*

COURT DECISIONS

- Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365*

Management Resources: (see next page)

INDEPENDENT STUDY (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

EDUCATION AUDIT APPEALS PANEL PUBLICATIONS

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Policy adopted:

Instruction

AG 6158(a)

INDEPENDENT STUDY

Definitions

~~*Live interaction* means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)~~

~~*Student-parent-educator conference* means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)~~

~~*Synchronous instruction* means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student pursuant to Education Code 51747.5. (Education Code 51745.5)~~

Educational Opportunities

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum
4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

AG 6158(b)

INDEPENDENT STUDY (continued)

6. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction

(cf. 0420.4 - Charter School Authorization)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

(cf. 5113 - Absences and Excuses)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.

AG 6158(c)

INDEPENDENT STUDY (continued)

For the 2022-23 school year and thereafter, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

~~A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)~~

(cf. 5111.1 - District Residency)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education

Code 48206.3 by means of independent study. (Education Code 51745)

An individual with exceptional needs, as defined in Section 56026, may participate in independent study, if the pupil's individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study pursuant to paragraph (5) of subdivision (a), the pupil's individualized education program team shall make an individualized determination as to whether the pupil can receive a free appropriate public education in an independent study placement. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement. (Education Code 51745(c))

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor

AG 6158(d)

INDEPENDENT STUDY (continued)

- ~~3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate~~
- ~~4. An increase in the amount of time the student works under direct supervision~~

~~When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.~~

~~A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)~~

Responsibilities of Independent Study Administrator

~~The responsibilities of the independent study administrator include, but are not limited to:~~

- ~~1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator~~
- ~~2. Approving or denying the participation of students requesting independent study~~
- ~~3. Facilitating the completion of written independent study agreements~~
- ~~4. Ensuring a smooth transition for students into and out of the independent study mode of instruction~~
- ~~5. Approving all credits earned through independent study~~
- ~~6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation~~

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code

AG 6158(e)

INDEPENDENT STUDY (continued)

44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

~~The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)~~

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments

3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
- ~~4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy~~
- ~~5. Providing direct instruction and counsel as necessary for individual student success~~
- ~~6. Regularly meeting with the student to discuss the student's progress~~
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
- ~~9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day for which independent study is provided~~

~~The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.~~

~~(cf. 4131 - Staff Development)~~

AG approved: July 2021



DATE	PROPOSAL #
10/20/2022	1164

BILL TO
Becky MacQuarrie Cutten School District 4182 Walnut Drive Eureka, CA 95503

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
SECURLY-FILTER-3	Securlly Filter Core - 3 Year Deliver a safer, more educational web anywhere and on any device. Keep students safe on all devices with Securlly's signature cloud-based web filter. The most sophisticated AI engine in student safety gives you full visibility into online activity, lets you download and email reports, and sends notifications for flagged content. - CIPA-compliant custom policies with YouTube controls - BYOD, guest network - Block and allow: categories, URLs, and keywords	562	11.85	6,659.70
SECURLY-AWARE-3	Securlly Aware Core - 3 Year Term Safeguard students against self-harm, suicide, bullying, and violence. Securlly Aware is a student safety and wellness solution that provides unprecedented visibility into your students' mental health and wellness. The data provided by Aware can help you understand and meaningfully impact your students' wellness. - Docs / Drive / Search scanning - Flagged alerts - Emailed alerts	562	4.71	2,647.02

Thank you for your business!

Subtotal	9,306.72
7.75% Tax	0.00
Total	9,306.72
Balance Due	9,306.72

Invoice

MENDES
CONSULTING



DATE	INVOICE #
10/24/2022	1787

BILL TO
Becky MacQuarrie Cutten School District 4182 Walnut Drive Eureka, CA 95503

DUE DATE	P.O. NUMBER
11/14/2022	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
AVASTCC-3E	Avast Business CloudCare Managed Antivirus 3-Year Subscription Per Device - Education	85	46.45	3,948.25

Please make checks payable to:
Erik Mendes
1701 Hideaway Ct
McKinleyville, CA 95519

Thank you for your business!

Subtotal	3,948.25
7.75% Tax	0.00
Total	3,948.25
Balance Due	3,948.25

How did your school do on state tests?

Cutten Elementary (Cutten Elementary, Humboldt County)

Choose a student group:

- All students
- Low income
- English learner
- Black
- Latino
- Asian
- White

Percentage of students that met or exceeded standard

2022 2021

CUTTEN ELEMENTARY

SCHOOL

English Language Arts

Math

All grades



+5.2% CHANGE



+4.2% CHANGE

Studio W Project Numbers 19006/19006.1/19007

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	\$ 662,442	
Total (Net) Funding	\$ 4,262,442	\$ 2,320,384
Cutten SD - Ridgewood School Phase 1 "Modernization" (Studio W #19006)		
Construction Cost Budget (ACGC Bid)	\$ 1,122,435	
Approved Change Orders to Date 11/10/22	\$ 54,047	
Soft Cost Estimate	\$ 317,138	
SD - Ridgewood School Phase 2 "New Construction" (Studio W #19006.1)		
Construction Cost Budget (Pierison Estimate)	\$	\$ 2,584,065
Approved Change Orders to Date 11/10/22	\$	\$
Soft Cost Estimate	\$	\$ 784,153
Cutten SD - Cutten Elementary School "Modernization" (Studio W #19007)		
Construction Cost Contract Amount (ACGC Bid)	\$ 1,299,000	
Approved Change Orders to Date 11/10/22	\$ 355,920	
Soft Cost Estimate	\$ 331,366	
TOTAL ESTIMATED EXPENDITURE	\$ 3,479,907	\$ 3,368,218
Estimated Phase Fund Balance	\$ 782,535	\$ (1,047,834)
Estimated Fund Balance after both Phases	\$ -5265,299	

thru 3/31/2022

Curten SD - Ridgewood School Phase 1 "Modernization" (Studio W :	Total Soft Cost			Encumbered	% Encumbered	Billed/Spent	% Spent
	Estimate	Current Phase	Future Phase				
A/E basic service fee	130,968	130,968		90,789	69%	\$ 90,294	69%
Direct Expenses	13,097	13,097		9,079	69%	\$ 9,079	69%
Topographic Survey	25,300	25,300		25,300	100%	\$ 25,300	100%
Amend #001 - Modify Multipurpose Common / from FEE worksheet	11,323	11,323		11,323	100%	\$ 11,323	100%
Amend #002 - Topo Survey + Civil Engineer / from FEE worksheet	12,075	12,075		-	0%		0%
Plan Review / Permit Fees: DSA #01-118464							
DSA fee: \$900,000 Construction Cost	3,500	3,500		3,500	100%	\$ 3,500	100%
DSA fee: \$900,000 Construction Cost	2,700	2,700		2,700	100%	\$ 2,700	100%
DSA fee: \$900,000 Construction Cost	7,650	7,650		7,650	100%	\$ 7,650	100%
DSA fee increase for Construction Budget	2,686	2,686		-	0%		0%
Budget for DSA final fee	2,480	2,480		-	0%		0%
CDE fees	630	630		-	0%		0%
County Health Department Plan Check Fees	399	399		-	0%		0%
County Public Works: encroachment permits	279	279		-	0%		0%
Inspection							
IOR @ \$100/hour x 3 months x 173 hours/mo	51,900	51,900		-	0%		0%
Preliminary Tests / Reports:							
Asbestos / Lead Investigation Report	4,650	4,650		-	0%		0%
Other:							
Title Report Requests							
Legal fees (contracts + Div 0)	2,000	2,000		-	0%		0%
State Funding Consultant (School/Works)	14,000	14,000		-	0%		0%
Construction Phase "Project" costs							
Advertisement for Bid	2,000	2,000		-	0%		0%
Budget for Electric Service (new MSB)	2,000	2,000		-	0%		0%
Budget for Telephone / Cable / Wireless Service	5,000	5,000		-	0%		0%
Testing & Special Inspection	7,400	7,400		-	0%		0%
Soft Cost Contingency	15,102	15,102		-	0%		0%
RIDGEWOOD PHASE 1 TOTALS	\$ 317,138	\$ 317,138	\$ -	\$ 150,340	47%	\$ 149,846	47%



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Robert J. Henry
Frank Zotter, Jr.

November 14, 2022

Governing Board
Cutten School District
1691 Burbank Ave
Santa Rosa, CA 95407

**Re: Change Order/Sole Source for
Cutten School Modernization Project Change Orders Letter #2**

Dear Governing Board:

You have asked whether, under the specific factual situation described below, it was permissible for the Cutten School District (“District”) to approve the change orders set forth in Attachment A that caused the total change order amount to exceed ten percent (10%) of the original contract amount.

Factual Issues

You have provided the following information:

ACGC was selected as the contractor for the above Project. The original contract price was \$1,299,000.00. To date, the District has approved change orders in the amount of \$313,688.99. Additional Change Orders \$56,554.62 which increase the change order total to \$370,243.61.

there have been unforeseen conditions which have required the issuance of change orders in Attachment B. Based on information provided by Brie Gargano at Studio W Architect, the additional expenses set forth in Attachment B arose from conditions that could not have been reasonably known at the time, and reasonable modernization upgrades were feasible to accomplish after demolition of the area revealed more extensive needs.

In light of the above, it is my opinion that the District would not have been required to bid the work for these change orders as these are unforeseen conditions which have caused additional cost to the District. Delaying the Project to bid the change order work would not have produced a financial benefit to the District since the cost of the work was reasonable and delay would have resulted in significant financial detriment to the District by delaying the opening of the facility and exposing it to delay claims, additional consulting costs, and inflated market conditions.



Legal Analysis

While the Public Contract Code generally requires school districts to let contracts for services, materials, or supplies to the lowest responsible bidder, where competitive proposals will not produce an advantage for the school district, the Code section does not apply. Cobb v. Pasadena City Board of Education (1955) 134 Cal.App.2d 93.

This exception to the competitive bidding requirement was reiterated in the case of Graydon v. Pasadena Development Agency (1980) 104 Cal.App.3d 631, as follows:

"Therefore, it has been held that where competitive proposals work an incongruity and are unavailing as affecting the final result, or where competitive proposals do not produce any advantage, or where it is practically impossible to observe such form, competitive bidding is not applicable." Id. at 636.

In light of the above, it is my opinion that, under these unique circumstances, it was permissible for the District to act by change order for the additional work set forth in Attachment A and it was not necessary or reasonable for the District to separately bid this additional cost.

Please contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Loren W. Soukup".

Loren W. Soukup
Senior Associate General Counsel
School & College Legal Services

Cc: Becky MacQuarrie, District Superintendent
Brie Gargano, Studio W Architects



ATTACHMENT A

- **PET/PCO 003.1 – \$103,402.86:** Abatement work at the site for the windows and trims and the flooring at the front office, lobby and kitchen.
- **PET/PCO 004 - \$45,418.00:** Window trim replacement, this occurred after the contractor reviewed the windows and found that the installation was different than shown on as-builts and in our drawings. ACGC had to remove additional trim not originally shown to be removed to be able to install the new windows.
- **PET/PCO 005 - \$4,331.41:** Electrical and Fire Alarm changes due to Tim Twomey (BESC) work. – District had HVAC completed prior to our start of construction and during the course of that project, the EOR determined that they needed to upgrade with PG&E, the school went from single phase to three phase and we had to make changes to the drawings.
- **PET/PCO 006 - \$727.37:** Remove and dispose of concrete pad in new work area, our plans do not show the existing 12” high concrete pad.
- **PET/PCO 007 - \$2,944.44:** Remove and replace door thresholds at 9 classroom doors. When ACGC took out the thresholds to demolish the concrete walkways, they found that the existing thresholds wouldn’t be compliant when they went back in.
- **PET/PCO 008 - \$12,695.56:** Remove additional concrete to achieve ADA grades at end of Wing 1. Area of concrete was found to have 2.1% cross slope and had to be removed and replaced.
- **PET/PCO 009 - \$37,319.80:** Remove existing classrooms sinks, modify plumbing and replace 3’ of countertop. In field conditions were different than as-built plans. The as-built plans show the sinks lower and at some point, probably during the original construction of the casework, the countertops were made flush across the length.
- **PET/PCO 011.1 - \$11,098.00:** Reframe existing ceiling and roof for new exhaust fan duct location. The plans show the hood being in approximately the same location but the exhaust location was different than the new hood exhaust location.
- **PET/PCO 012.1 - \$9,708.75:** Concrete site walk changes. The site walk found that there was another spot where ADA wasn’t met at the girls restroom, while making this change we also fixed a discovered ponding issue when raising the sidewalk to ensure ADA compliance.
- **PET/PCO 016 - \$5,495.71:** Replace kitchen ceiling. When lighting was removed, it was discovered there were large recessed boxes under the lights that wouldn’t be covered by the new lighting. This in combination with the removal and patching of other areas it made more sense to replace the ceiling in the kitchen.
- **PET/PCO 018 - \$1,291.48:** Raise existing below grade downspouts. Two downspouts needed to be raised after new concrete walks were installed.
- **PET/PCO 019 - \$2,426.58:** Replace broken conduit in existing slab. Conduit that was embedded in slab was damaged during demolition activities.
- **PET/PCO 020 - \$6,174.02:** Drinking fountain rails at existing drinking fountain replaced by District under grant. No rails were provided and we were required to provide them by DSA (FTN #2).
- **PET/PCO 021 - \$2,548.34:** Electrical changes based on RFI 27 responses. Items needed to be relocated due to field location.
- **PET/PCO 035 - \$692.69:** Grind down existing concrete slab in lobby to allow for an ADA complying threshold installation. New thresholds at doors would not work without some grinding of the doorways, there was a topping slab installed and floor tile and then carpet, once everything was removed for our LVT the thresholds were too high.



Total = \$246,275.01

ATTACHMENT B

- **PET/PCO 039 – \$15,366.02:** Cost to install a new fire alarm panel and monitoring system.
- **PET/PCO 41.1 - \$39,493.74:** New tile wainscoting in boy's and girl's restrooms
- **PET/PCO 43 - \$1,694.86:** Modification to girl's restroom: Replace water closet and remove sink per DSA requirements

Total = \$56,554.62



STUDIO W
ARCHITECTS

PROPOSAL EVALUATION TRANSMITTAL

Date: 10/18/22

Sent via: Fax U.S. Mail UPS E-mail Hand

To: Becky MacQuarrie

Project #: 19007

Firm/Agency: Cutten School District

Project Name: Cutten School Modernization

Address: 4182 Walnut Drive

DSA App No. 01-118465

City, State, Zip Eureka, CA 95503

CC:

From: Brie Gargano

Phone: 916.254.5603

Attachments:

Date	Proposal No.	Description
10/5/22	PCO_039	Per Owner Request: Cost to install new fire alarm panel and monitoring modules

BCA takes no exception to this proposal comments below. **Please revise and resubmit this proposal per**

Becky,

Studio W and our Consultants have reviewed **PCO_39** and finds the cost to be within industry standard. This cost will increase the contract sum. Upon District acceptance of this cost, a change order will be prepared in the amount of **\$15,366.02**.

The existing fire alarm panel was damaged and had a constant trouble signal, new parts were unable to be located, so this PCO replaces the fire alarm panel and adding monitoring modules per Owner's request.

Accepted by the Cutten School District

Signed: *Brie Gargano*

Client Leader, Senior Associate

District's Authorized Agent

STUDIO W REASON CODE

Agency Requirement Design Error Discovery Item Field Condition Plans Inaccurate Owner Requested Value Add Omission Value Engineering



Cutten Elementary School Modernization
PROPOSED CHANGE ORDER 39
Install Fire Alarm System

October 5, 2022

Per Owner Request, labor and materials to install a new fire alarm system.

Colburn Electric

Per attached proposal

\$ 13,444.76

Subtotal: \$ 13,444.76

O&P (10%): \$ 1,344.48

Bond (1.5%): \$ 201.67

Insurance (2.79%): \$ 375.11

Total: \$ 15,366.02

Additional contract time requested: 0 days

Upon approval by Cutten School District, this work will commence and these changes will be submitted as a Change Order to the contract.

Submitted by:

Approved by:

10/5/2022

Will Adams, ACGC, Inc.

Date

Cutten School District

Date

Proposal
ROBERT COLBURN ELECTRIC, INC.
California Contractor License No. 750471 Dir # 1000000666
 PO Box 3667
 Eureka, CA 95502
 Phone: (707) 445-8474 Fax: (707) 445-8475
 www.colburn-electric.com

To: **ACGC** Phone: _____ Date: **10/3/2022**
 Attn: **Will** Job Location: **Cutten Elementary School Modernization**
COR # 11

Furnish and install Fire Alarm System for Cutten Elementary School, per the attached:

Total Quote \$ 13,444.76

Includes: Sales Tax.

You, the Customer (buyer) or tenant have the right to require the contractor to furnish you with a performance bond. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the buyer after the right to rescind has passed, shall be deemed a material breach of this agreement and entitles the contractor to damages. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, PO Box 26000, Sacramento, California 95826, or call the CSLB at 1-800-321-CLSB (2752) or visit the CSLB Internet Web site at www.cslb.ca.gov.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Acceptance of Proposal-- The above prices, specifications and conditions are satisfactory to do the work as specified. Payment to be made as outlined above.

Authorized Signature Robert Colburn
 Robert Colburn Electric, Inc.

Our workers are fully covered by Workmen's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTED BY: _____ Signature _____
 Date of Acceptance _____



ADVANCED SECURITY SYSTEMS

www.advancedsecurity.us

CLIENT CONTACT NAME: Bob Colburn

CREATED DATE: September 26, 2022

COMPANY: Colburn Electric **EXP DATE:** December 25, 2022

ADDRESS: 304 C Street Eureka, CA 95501

RE: Cutten Elementary School

Dear Bob,

Thank you for calling on Advanced Security Systems! We appreciate the opportunity to serve you. To install the system for 4182 Walnut Drive, Eureka, CA 95503 as we discussed, I propose the following:

Product Name	Description	Quantity
CPU2-640	CENTRAL PROCESSING UNIT FOR THE NFS2-640 WITH INTEGRAL 120V POWER SUPPLY, INCLUDES CHASSIS.	1.00
BP2-4	BATTERY DRESS PANEL FOR CAB-4 SERIES; FOR USE WITH THE NFS2-3030, NFS2-640, NCA-2, AND DVC SYSTEMS.	1.00
DR-B4	DOOR, LOCK & KEYS. ACCEPTS 2 CHASSIS, BLACK.	1.00
SBB-B4	BACKBOX, 2 CHASSIS, BLACK.	1.00
DS-D1218	12V 18AH SLA BATTERY	2.00
Final Test	Final Testing	1.00
DP-1B	DRESS PANEL BLANK; COVERS UNUSED CABINET ROW(S), PAINTED BLACK. (ONLY NFS-3030/NFS-640)	1.00
KDM-R2	KEYBOARD DISPLAY MODULE; FOR CPU2-640 80-CHARACTER DISPLAY AND QWERTY PROGRAMMING KEYPAD INCLUDED.	1.00
B300-6	6" base, flanged, low profile, use with analog sensor or Velociti sensors, bright white color	1.00

DELIVERING PEACE OF MIND

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Petrusha Enterprises, Inc. DBA Advanced Security Systems



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FSP-951	INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN; WHITE	1.00
XP10-M	XP10 TRANSPONDER MONITOR MODULE, 10 CIRCUITS CLASS A OR B.	1.00
DP-DISP2	DRESS PLATE USED WHEN CPU2-640 IS MOUNTED ON TOP ROW.	1.00
BMP-1	BLANK MODULE DRESS PLATE; USED TO COVER ANNUNCIATOR POSITIONS. ALSO MOUNTS SOME OPTION MODULES.	1.00

Material	\$7,028.96
Other	\$0.00
Tax	\$544.74
Labor	\$3,900.00
Total	\$11,473.70

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Petrusha Enterprises, Inc. DBA Advanced Security Systems



STUDIO W
ARCHITECTS

PROPOSAL EVALUATION TRANSMITTAL

Date: 10/26/22

Sent via: Fax U.S. Mail UPS E-mail Hand

To: Becky MacQuarrie

Project #: 19007

Firm/Agency: Cutten School District

Project Name: Cutten School Modernization

Address: 4182 Walnut Drive

DSA App No. 01-118465

City, State, Zip Eureka, CA 95503

CC:

From: Brie Gargano

Phone: 916.254.5603

Attachments:

Date	Proposal No.	Description
10/21/22	PCO_041.1	District request to add new tile wainscot in Boys and Girls Restrooms

BCA takes no exception to this proposal Please revise and resubmit this proposal per comments below.

Becky,

Studio W has reviewed **PCO_41.1** and finds the cost to be within industry standard. This cost will increase the contract sum. Upon District acceptance of this cost, a change order will be prepared in the amount of **\$39,493.74**.

Accepted by the Cutten School District

Signed: *Brie Gargano*

Client Leader, Senior Associate

District's Authorized Agent

STUDIO W REASON CODE

Agency Requirement Design Error Discovery Item Field Condition Plans Inaccurate Owner Requested Value Add Omission Value Engineering



Cutten Elementary School Modernization
PROPOSED CHANGE ORDER 41.1
Wainscot in Boys' and Girls' Restrooms

October 21, 2022

Per architect's emails dated Sept. 22, 2022 and Oct. 6, 2022, labor and materials to add a wainscot to the Boys' and Girls' Restrooms.

ACGC, Inc.

Labor and materials to demolish existing tile wainscot and drywall to prepare for new backboard and tile.

Labor: 20 hrs. at \$111.55/hr.	\$	2,231.00
Disposal fees and hauling:	\$	460.00
		<u>ACGC Subtotal: \$ 2,691.00</u>
		O&P (15%): \$ 403.65
		Bond (1.5%): \$ 40.37
		Insurance (2.79%): \$ 75.08
		ACGC Total: \$ 3,210.09

North Coast Floor & Tile

Per attached proposal

	\$	<u>31,747.00</u>
Subcontractor Subtotal:	\$	31,747.00
O&P (10%):	\$	3,174.70
Bond (1.5%):	\$	476.21
Insurance (2.79%):	\$	<u>885.74</u>
Subcontractor Total:	\$	36,283.65
Grand Total:	\$	39,493.74

Additional contract time requested: 0 days

Upon approval by Cutten School District, this work will commence and these changes will be submitted as a Change Order to the contract.

Submitted by:

Approved by:



Will Adams, ACGC, Inc. Date 10/21/2022

Cutten School District Date



**NORTH COAST
FLOOR & TILE**

**NORTH COAST FLOOR & TILE
2510 BROADWAY
EUREKA, CA 95501
Telephone: 707-445-1805**

Page 1

PROPOSAL

TQ001149

Sold To	Ship To
ADAMS COMMERCIAL GENERAL CONTRACTING PO BOX 8095 EUREKA, CA 95502	CUTTEN ELEMENTARY SCHOOL 4182 WALNUT DRIVE EUREKA, CA 95503

Quote Date	PO Number	Telephone 1	Email
10/20/22	TILE WAINSCO	707-443-6000	ap@acgcinc.com

Style/Item	Color/Description	Quantity	Units	Price	Extension
------------	-------------------	----------	-------	-------	-----------

For the Bathroom Wainscots:

- 1) Furnish and install Schluter Kerdi Board 4x8 panels.
- 2) Furnish and install Daltile 12" x 24" porcelain tile style Portfolio Unpolished, color "Dove Gray", to be installed approx. 6 feet up the wall.
- 3) Furnish and install Schluter Jolly trim at the tile edges to include outside corners, finish "to be determined".
- 4) Furnish and install Mapei Kerapoxy CQ grout, color "Pewter".

This proposal does not include:

- a) Demo of old flooring or wall tile.
- b) Moving of the partitions or toilets.
- c) Subfloor repair and underlayment.
- d) Joint filling and large crack repair.
- e) Overtime to include nights and weekends.

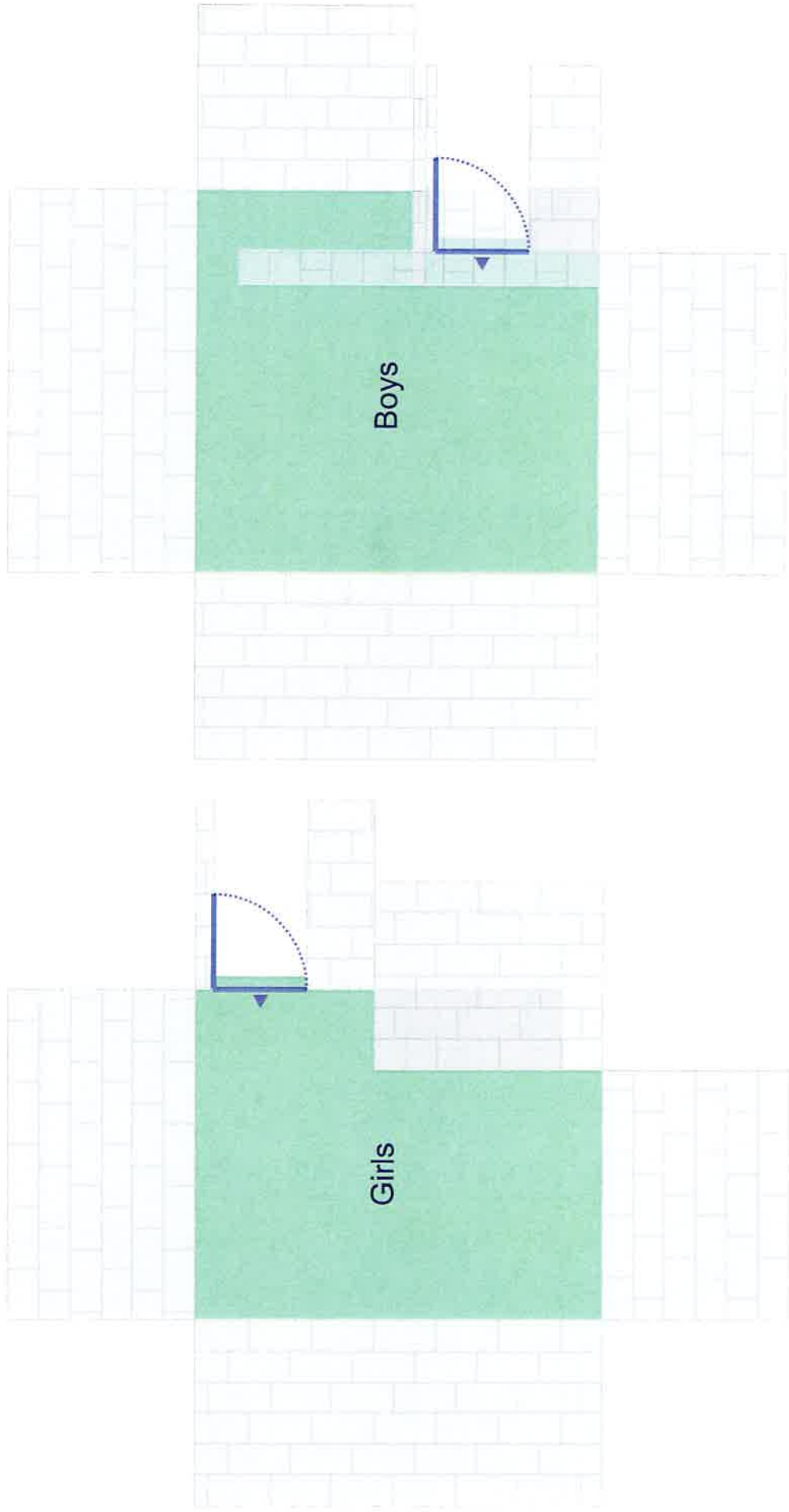
Additional Notes & Exclusions:

- i) This proposal is figured at current **State Prevailing** wage rates for Tile Setters in Humboldt County.


Sales Representative(s):
STEFAN JORDAN
REBEKAH MANDVILLE

This estimate is valid for 30 days.

QUOTE TOTAL: \$31,747.00



 Epoxy

 Portfolio 12 x 24: Dove Grey



STUDIO W
ARCHITECTS

PROPOSAL EVALUATION TRANSMITTAL

Date: 11/09/22

Sent via: Fax U.S. Mail UPS E-mail Hand

To: Becky MacQuarrie

Project #: 19007

Firm/Agency: Cutten School District

Project Name: Cutten School Modernization

Address: 4182 Walnut Drive

DSA App No. 01-118465

City, State, Zip Eureka, CA 95503

CC:

From: Brie Gargano

Phone: 916.254.5603

Attachments:

Date	Proposal No.	Description
11/04/22	PCO_043	Modifications to Girls Restroom: Replace water closet (not provided in PCO 13.1) and remove sink per DSA requirements

BCA takes no exception to this proposal Please revise and resubmit this proposal per comments below.

Becky,

Studio W has reviewed **PCO_43** and finds the cost to be within industry standard. This cost will increase the contract sum. Upon District acceptance of this cost, a change order will be prepared in the amount of **\$1,694.86**.

Accepted by the Cutten School District

Signed: *Brie Gargano*

Client Leader, Senior Associate

District's Authorized Agent

STUDIO W REASON CODE

Agency Requirement Design Error Discovery Item Field Condition Plans Inaccurate Owner Requested Value Add Omission Value Engineering



Cutten Elementary School Modernization
PROPOSED CHANGE ORDER 43
Additional Modifications to Girls' Restroom per CCD-5 & RFI-63

November 4, 2022

Per CCD-5 and RFI-63 response, labor and materials to make additional modifications to Girls' Restroom.

Maples Plumbing

Girls' Restroom plumbing modifications were not included in CCD-5.

Time and materials per attached proposal \$ 827.95

RFI-63 modifications per attached proposal \$ 655.00

Subtotal: \$ 1,482.95
O&P (10%): \$ 148.30
Bond (1.5%): \$ 22.24
Insurance (2.79%): \$ 41.37

Total: \$ 1,694.86

Additional contract time requested: 0 days

Upon approval by Cutten School District, this work will commence and these changes will be submitted as a Change Order to the contract.

Submitted by:

Approved by:

Signature of Will Adams, 11/4/2022, Will Adams, ACGC, Inc., Date

Signature line, Cutten School District, Date



PROPOSED CHANGE ORDER SUBMITTED TO:

ACGC, Inc.

Date: September 27, 2022

Location: Cutten School

We hereby agree to make the change(s) specified below:

T & M cost to demo and modify water closet in girls restroom to meet ADA

- Labor 5 hrs @ \$135 per hour
- (2) 4" cast iron elbows \$19.50 each
- (3) 4" no hub couplings \$13.00 each
- ½ yard of sand \$25.00
- (1) closet flange \$30.00

Labor	\$675.00
Material	\$133.00
Mark-up	\$19.95
Total	\$827.95

Total: **\$827.95**

WE AGREE hereby to make the change (s) specified above at this price.

\$827.95

Shawn Maples

Authorized Signature (contractor)

09 / 27 / 2022

Date



PROPOSED CHANGE ORDER SUBMITTED TO:
 ACGC, Inc.

Date: November 3, 2022
Location: Cutten School

We hereby agree to make the change(s) specified below:

Price to demo existing lav in girls restroom

Labor 4 hrs @ \$135/hr	\$540.00
Material	\$100.00
Mark-up	\$15.00
Total	\$655.00

Total: **\$655.00**

WE AGREE hereby to make the change (s) specified above at this price.

\$655.00

Shawn Maples

Authorized Signature (contractor)

11 / 03 / 2022

Date

California Heating
4935 Boyd Road
Arcata, CA 95521
707-826-9008 fax 707-826-9065
License #845771 caheat@suddenlinkmail.com

GUTTER AND DOWNSPOUT PROPOSAL

To: ACGC
Date: 10-19-22
Project: Cutten ES
Location: Eureka
Addendums:

We propose to furnish labor and material to remove and dispose the existing gutter and install new 6" Ogee 24 gauge Pre-painted gutter with screen per RFI 66 with 3" downspouts as follows:

Buildings A-B-C-D & H: Gutter & screen. \$42,957.00

Buildings A-B-C-D & H: 3" downspout options.
Schedule 40 hot dip galvanized: \$49,600.00
Schedule 40 PVC: \$12,014.00
Standard 26 gauge galvanized: \$7,667.00

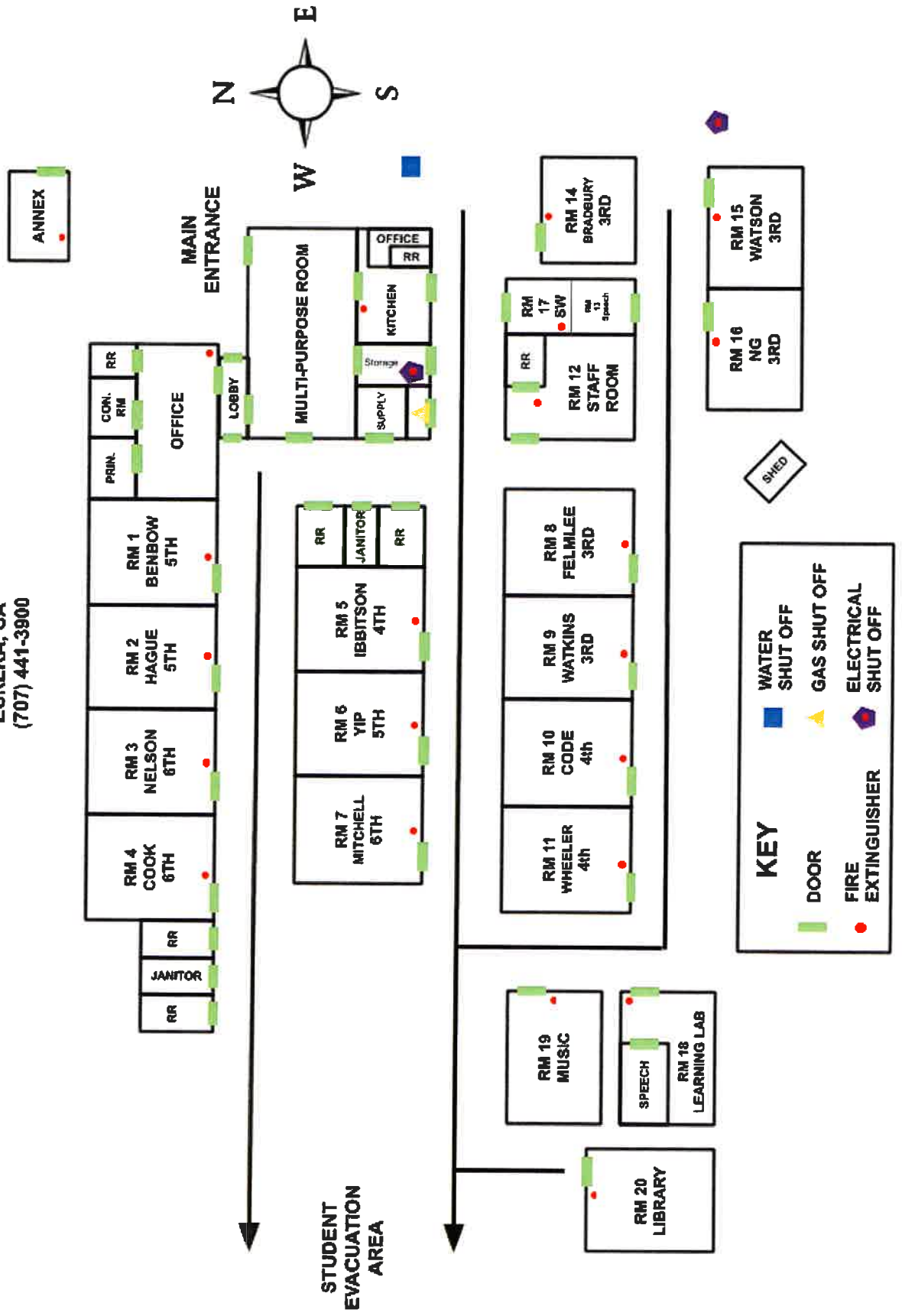
Corridors: Gutter & screen. \$16,054.00

Corridors: 3" downspout options.
Schedule 40 hot dip galvanized: \$23,250.00
Schedule 40 PVC: \$5,552
Standard 26 gauge galvanized: \$3,651.00

Exclusions: Painting and fascia repair

Les Bestul

CUTTEN SCHOOL
 4182 WALNUT DRIVE
 EUREKA, CA
 (707) 441-3800





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Kaitlyn A. Schwendeman
Leah M. Smith
Loren W. Soukup
Erin E. Stagg

Of Counsel
Robert J. Henry
Frank Zotter, Jr.

LEGAL UPDATE

October 13, 2022

To: Superintendents, Member School Districts (K-12)
From: Jennifer Henry, Senior Associate General Counsel *J.H.*
Subject: 2022 Governing Board Elections and Organizational Meetings
and Frequently Asked Questions
Memo No. 25-2022

ORGANIZATIONAL MEETINGS (Education Code Section 35143)

Each school district and county office of education is required to hold an annual organizational meeting. In an election year, a school district organizational meeting must be held on a day within the fifteen (15) day period that commences with the date upon which a governing board member elected at that election takes office (the second Friday in December). In years in which no regular election for governing board members is conducted, the organizational meeting is held during that same fifteen day period. Exceptions to this rule are discussed below. **This year, the date on which elected trustees will take office is December 9, 2022** (per FAQ #6 below).

Organizational meetings should be held as follows:

1. Governing Boards of School Districts

The organizational meeting must be held within 15 days of the second Friday in December. Unless otherwise provided by a rule of the Governing Board, the *date* of the organizational meeting must be selected by the Board at its regular meeting held immediately *prior* to December 1st (presumably the regular November board meeting).

Since this year is an election year, the organizational meeting must, therefore, be held between December 9, 2022 and December 24, 2022.

2. Governing Boards of School Districts Governed by a City Charter

These Boards have the option of holding their organizational meetings as described above, or may hold their organizational meeting between December 15th and January 14th, if so provided by the Governing Board rules.



3. County Boards of Education

For those boards holding an organizational meeting following the November election, their organizational meetings will now be held on the second Friday in December instead of at the end of November. For boards whose members are elected in June, the organizational meeting remains July 1. (Education Code § 1009.)

Board Member Term of Office **(Education Code Section 1007 and 5017)**

County Boards of Education:

Starting in 2019, the date on which outgoing members' terms of office end, and on which newly-elected members take office, is moved from the last Friday in November to the second Friday in December. The terms of office of county board members elected at the California primary (whether in March or June) will continue to commence on the first day of July.

Likewise, the law has changed the date for county board organizational meetings from the last Friday in November to the second Friday in December. For those county boards with members elected at the primary, their organizational meeting remains the first board meeting held after July 1.

School Districts:

For school district board members, the 2019 amendment to Education Code section 5017 changes the last day of an incumbent trustee's term of office, and the first day of a newly-elected trustee's term, from the first Friday in December to the second Friday in December.

Because all of these changes to the terms of office—for county board and school board—lengthen the terms of office for board members slightly, any incumbent's term of office will simply be extended by that additional time beginning in December 2019 and thereafter, depending on when the term of office would otherwise have expired. For example, someone elected in 2022 will commence office on December 9, 2022. Incumbents' terms of office were similarly extended – where previously an incumbent's term would have expired on December 2, 2022, under the new law that person's term will now expire December 9, 2022. County board members, the only local body whose terms of office previously began and ended in November, will have their terms of office extended by approximately two weeks, and terms will now match those of school boards.

Election Issues

Districts with the governing board elections scheduled for 2022 should be aware of the following information:



1. Number of Candidates Less Than or Equal to the Number of Board Seats

No election is held. The existing Board members continue to serve until the organizational meeting of the Board, at which time the candidate(s) are seated and become Board members. (Education Code §§ 5326 and 5328.)

2. No Candidates or Insufficient Candidates for Number of Seats Vacant

Seats for which there are sufficient candidates are discussed above. For those seat(s) for which there are no candidates, the Board must appoint. It is important to note that, except for seats which have been specifically designated two-year seats, an appointment to a governing board seat due to lack of a candidate or candidates is a four-year appointment.

The appointment must be made *prior* to the election. Prior to making the appointment, “. . . the governing board shall cause to be published a notice once in a newspaper of general circulation published in the district or, if no such newspaper is published in the district, in a newspaper having general circulation in the district, stating that the board intends to make an appointment and informing persons of the procedure available for applying for the office.” (Education Code section 5328.5.)

3. Changing the Election Cycle from Odd-Year to Even-Year

Until 2018, the “default” for school districts and community college districts under the Elections Code was to hold elections in odd-numbered years. In 2015, AB 415 was signed into law, and required most local entities that formerly held their elections in odd-numbered years to move them to even-numbered years. **Those districts that were required to do so but did not want to make the change-over immediately were required to adopt a plan, by January 1, 2018, to make this change by the November 2022 election.** Any districts that have not made the switch and need assistance in doing so should contact our office for further information and assistance.

Because most entities that were required to make this change have either already done so or have adopted the required plan, this Legal Update does not address how to switch an election cycle from odd-numbered to even-numbered years. **Any districts that need assistance in doing so before the November 2022 deadline should contact our office for further information and assistance.**

FREQUENTLY ASKED QUESTIONS

Eligibility to Hold Office

1. What are the qualifications to be elected/appointed to a school board?

Education Code section 35107, subdivision (a) provides as follows:

- (a) Any person, regardless of sex, who is 18 years of age or older, a citizen of the state, a resident of the school district, a registered voter, and who is not disqualified by the Constitution or laws of the state from holding a civil office, is eligible to be elected or



appointed a member of a governing board of a school district without further qualifications.

2. Can employees of the school district serve on the governing board?

No. Education Code section 35107, subdivision (b)(1) provides as follows:

An employee of a school district may not be sworn into office as an elected or appointed member of that school district's governing board unless and until he or she resigns as an employee. If the employee does not resign, the employment will automatically terminate upon being sworn into office.

3. Are there limitations on the employment of a spouse or other relatives of a board member?

Yes. Under Government Code sections 1090-1099, a long-term school district employee whose spouse is appointed to or elected to the district's governing board may not be promoted by the board. "Long-term" means that the employee has served for one year or more. (Government Code section 1091.5(a)(6).) The spouse of a new employee, i.e., someone with less than one year of employment at the district in question, may not be elected or appointed to the board unless the other spouse resigns his or her employment first.

In other words, if a spouse has been an employee of the district for at least one year, then the non-employee spouse may be elected or appointed to serve on the governing board. Even if the employee-spouse meets this requirement, the board will not be able to take action affecting the spouse's employment status. For example, the employee-spouse could not be promoted, changed from a temporary to a regular employee, or have his or her position selectively reclassified while the other spouse is a board member. Furthermore, under the Political Reform Act (Government Code section 87100 *et seq.*), the board-member spouse would have to abstain from any discussion or participation in any decision that would uniquely affect the employee-spouse. You should also check your LEA's Board Bylaw that addresses Conflicts of Interest and may impose any additional restrictions (typically BB 9270).

4. Are there term limits for school board members?

There can be, but only if the voters choose to impose them. Education Code section 35107, subdivision (c) provides as follows (emphasis added):

Notwithstanding any other provision of law, the governing board of a school district may adopt or the residents of the school district may propose, by initiative, a proposal to limit or repeal a limit on the number of terms a member of the governing board of the school district may serve on the governing board of the school district. Any proposal to limit the number of terms a member of the governing board of the school district may serve on the governing board of the school district shall apply prospectively only *and shall not become operative unless it is submitted to the electors of the school district at a regularly scheduled election and a majority of the votes cast on the question favor the adoption of the proposal.*



Therefore, unless action is taken as set forth in section 35107 (c), term limits do not apply to school district governing boards.

5. May a school board member hold another public office?

The answer depends on whether the other public office has “potentially overlapping public duties” with the school board position. Where there is potential for overlapping duties, the common law doctrine of “incompatible” offices prevents one person from holding both offices. By way of example, a board member of a “feeder” elementary school district cannot at the same time also serve as a board member of that elementary district’s high school district. (See 68 Ops.Cal.Atty.Gen. 171 (1985).)

Government Code section 1099 prohibits holding incompatible offices much like the common law rule. Prior attorney general’s opinions and judicial interpretation of the common law rule continue to aid in the application of this statute. As of 2021, the California Attorney General’s office opined that Section 1099 applies to charter school employees, administrators, and board members as well, such that a charter school Executive Director may not serve as a member of the county board of education in the county where their employing school is located. (104 Ops.Cal.Atty.Gen. 66 (2021).)

Term of Office

Note: The responses set forth below may not apply to school district elections that are subject to the provisions of a city charter. Districts governed by a city charter should always review the charter to determine whether it governs the district’s elections.

6. When does the term of office begin?

Education Code section 5017 provides as follows¹ (emphasis added):

Each person elected at a regular biennial governing board member election shall hold office for a term of four years *commencing on the second Friday in December next succeeding his or her election*. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

Additionally, Elections Code section 10554 provides that elective officers, elected or appointed pursuant to this part, take office *at noon* on the first Friday in December next following the general district election. Prior to taking office, each elective officer shall take the official oath and execute any bond required by the principal act.

¹ Please note that if your district has not yet converted to an even-year election cycle, the rules are slightly different. Please contact legal counsel for additional information if your district is still on an odd-year election cycle.



However, because Education Code section 5300 provides that provisions of the Elections Code apply to school district and community college district elections “except as otherwise provided in the code,” the 2018 amendments to sections 1007, 5017, and 72027 regarding commencement of the terms of office on the second Friday in December will take precedence over Elections Code section 10554.

7. Is there a different rule for when the term of office begins for County Boards of Education?

Yes. Education Code section 1007, subdivision (a) provides: “Members [of county boards of education] elected at the time of the direct primary shall take office on the first day of July, and members elected at the date on which members of school district governing boards are elected shall take office on the second Friday in December subsequent to their election.” *Thus, the first day of the term of incoming board members who were elected in June 2022 is July 1, 2022 and for those elected in November 2022, their first day is December 9, 2022.*

The organizational meeting for County Board trustees is either the first meeting on or after the first day in July (for those elected at the June primary) or the second Friday in December (for those elected in November).

Awaiting the organizational meeting is done purely for ceremonial reasons, however, and has no legal effect on the true first day in office of the incoming member (or the last day of office of the outgoing member). Some board members choose to be sworn in privately (e.g., by a notary public) before the organizational meeting. In addition, these statutes permit a district to adopt a local rule of procedure to hold the organizational meeting on a different date, so check your local rules to see if they prescribe a different date.

Oath of Office

8. Is it necessary for a board member to take an “oath of office”?

Yes. Government Code section 1360 provides as follows:

Unless otherwise provided, following any election or appointment and before any officer enters on the duties of his or her office, he or she shall take and subscribe the oath or affirmation set forth in Section 3 of Article XX² of the Constitution of California.

Failure to take the oath of office and file a bond as required by law is one way in which a public office becomes vacant, as provided in Government Code section 1770, subdivision (i).

² That is, “Article 20.”



9. Who can administer the oath of office to a newly elected/appointed board member?

Any person listed in Education Code section 60 or Government Code section 1362 may administer the oath to a newly elected/appointed board member.

Education Code section 60 provides as follows:

The Superintendent of Public Instruction, Deputy and Assistant Superintendents of Public Instruction, secretary of the Superintendent of Public Instruction, members of the Board of Governors of the California Community Colleges, the Chancellor of the California Community Colleges, county superintendents of schools, school trustees, members of boards of education, secretaries and assistant secretaries of boards of education, city superintendents of schools, district superintendents of schools, assistant superintendents of schools, deputy superintendents of schools, principals of schools, and every other officer charged with the performance of duties under the provisions of this code may administer and certify oaths relating to officers or official matters concerning public schools.

Government Code section 1362 provides as follows:

Unless otherwise provided, the oath may be taken before any officer authorized to administer oaths.

This is a very broad provision – “any officer authorized to administer oaths.” It includes judges, virtually all elected officials, notaries public, and numerous county and state officers.

10. What happens if the elected/appointed officer fails or refuses to take the oath of office?

Education Code section 5017 provides, in pertinent part, as follows:

. . . Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor.

In addition, Government Code section 1302 provides as follows:

Every officer whose term has expired shall continue to discharge the duties of his office until his successor has qualified.

Thus, if an elected or appointed official fails or refuses to take the oath of office, the outgoing board member can continue to discharge the duties of office until a new member qualifies. Conversely, if the office becomes vacant, then the position remains vacant until filled by a



qualified candidate, either by appointment or election depending on the procedure to be followed.³

11. When may the oath be taken by a newly elected/appointed school board member?

Elections Code section 10554 provides as follows (emphasis added):

Elective officers, elected or appointed pursuant to this part, take office at noon on the first Friday in December next following the general district election. *Prior to taking office*, each elective officer shall take the official oath and execute any bond required by the principal act.

Thus, the oath of office may be administered at any time after the election results are certified by the county clerk. This is typically done at the district's organizational meeting, but once elected, a new board member can choose to be sworn in earlier, as discussed above.

12. How long does the county clerk have to certify the election results?

Elections Code section 15372 provides as follows:

The elections official shall prepare a certified statement of the results of the election and submit it to the governing body within 30 days of the election or, in the case of school district, community college district, county board of education, or special district elections conducted on the first Tuesday after the first Monday in November of odd-numbered years, no later than the last Monday before the last Friday of that month.

Elections Code sections 15400 and 15401 provides as follows:

The governing body shall declare elected or nominated to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office, or who was elected or nominated under the exceptions noted in Section 15452. The governing board shall also declare the results of each election under its jurisdiction as to each measure voted on at the election.

The elections official shall make out and deliver to each person elected or nominated, as declared by the governing body, a certificate of election or nomination, signed and authenticated by the elections official.

13. What are the rules with respect to the annual organizational meeting?

Education Code section 35143 provides as follows:

³ As discussed below, district boards can sometimes make an appointment within 60 days of a vacancy. In other cases, if the vacancy occurs too close to a scheduled election or the end of a member's term, the vacancy must await an upcoming regular election or a special election.



(a) The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the **second Friday in December** following the regular election. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held on any date in December, **but no later than December 20**. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected, in a year in which a regular election for governing board members is conducted, by the board at its regular meeting held immediately before the first day of such 15-day period, or in a year in which no such regular election for governing board members is conducted, by the board at its last regular meeting held immediately before the organizational meeting. The board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days before the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

(b) If the board fails to select a day and time for the meeting, the county superintendent of schools having jurisdiction over the district shall, before the first day of such 15-day period and after the regular meeting of the board held immediately before the first day of such 15-day period, designate the day and time of the annual meeting. The day designated shall be within the 15-day period. The county superintendent of schools shall notify in writing all members and members-elect of the date and time.

(c) At the annual meeting the governing board of each high school district, union high school district, and joint union high school district shall organize by electing a president from its members and a clerk.

(d) At the annual meeting each city board of education shall organize by electing a president from its members.

(e) At the annual meeting the governing board of each other type of school district, except a community college district, shall elect one of its members clerk of the district.

(f) As an alternative to the procedures set forth in this section, a city board of education whose members are elected in accordance with a city charter for terms of office commencing in December, may hold its annual organizational meeting required in this section between December 15 and January 14, inclusive, as provided in rules and regulations that shall be adopted by such board. At the annual meeting the city board of education shall organize by electing a president and vice president from its members who shall serve in such office during the period January 15 next to the following January 14, unless removed from such office by majority vote of all members of the city board of education.

Note that, as discussed in section 7 above, section 35143 permits a district, by local rule, to choose a different date for its organizational meeting.



14. At the organizational meeting which board members (e.g., outgoing or incoming) convene the meeting?

Where the oath of office is administered at the organizational meeting, the outgoing board may convene the meeting, the oath(s) may be administered, and then the board with new members seated would complete the remainder of the agenda. If a new member or members have taken the oath of office prior to the organizational meeting, the meeting should convene with any previously-sworn members sitting with the board.

Brown Act

15. Does the Brown Act apply to newly elected members before they take office?

Yes. Government Code section 54952.1 provides as follows:

Any person elected to serve as a member of a legislative body who has not yet assumed the duties of office shall conform his or her conduct to the requirements of this chapter and shall be treated for purposes of enforcement of this chapter as if he or she has already assumed office.

The reference to “elected to serve” arguably applies once the county clerk has certified the election results (See Elections Code sections 15372, 15400 and 15401, set forth above).

Board Member Resignation

16. May a school board member resign from his/her office?

Yes. Government Code section 1770(c) provides that “[a]n office becomes vacant. . . [upon the incumbent’s] resignation.”

17. How does a school board member resign?

Education Code section 5090 provides that “a vacancy resulting from resignation occurs when the *written resignation is filed with the county superintendent of schools . . .*” (Emphasis added.)

Please note that resignations that are not filed with the county superintendent of schools are not effective.

18. Is it necessary for the school board to take action to accept a member’s resignation?

No. As noted above the resignation is effective upon the county superintendent of schools’ receipt of the written resignation.

Some governing board meetings do have public agenda items to “accept” a member’s resignation. This is usually done for purposes of creating an occasion to honor a departing board member and is purely ceremonial with no legal significance.



19. May a board member rescind a written resignation once it is filed with the county superintendent of schools?

No. Education Code section 5090 provides that a “written resignation . . . shall, upon being filed with the county superintendent of schools be irrevocable.”

20. What constitutes “filing” a resignation with the county superintendent?

A resignation is filed with the county superintendent upon physical receipt by the county superintendent’s office of a writing indicating a resignation.

21. May a board member defer the effective date of a resignation?

Yes. Education Code section 5090 provides that a board member’s written resignation may indicate a “deferred effective date.” Section 5091 provides further that the resignation may not be deferred “for more than 60 days after he or she files the resignation with the county superintendent of schools.”

22. Would an e-mail or facsimile transmission constitute a written resignation?

The law is unclear, however likely yes. The law applicable to resignations has not been amended to provide for electronic or facsimile substitution for written resignations, however Evidence Code section 250 defines a “writing” to include an electronic transmission. Therefore, such a method would likely be sufficient. We recommend that districts contact their county superintendent of schools for further clarification.

23. What is the effective date of a resignation?

Unless the resignation contains a “deferral” date, the effective date of a written resignation is the date it is actually received by the county superintendent’s office.

24. Are there any limits on the role of a board member who files with the county superintendent a written resignation with a deferred effective date?

Yes. Education Code section 35178 provides as follows (emphasis added):

A member of the governing board of a school district who has tendered a resignation with a deferred effective date pursuant to Section 5090 shall, until the effective date of the resignation, continue to have the right to exercise all powers of a member of the governing board, except that such member *shall not have the right to vote for his or her successor in an action taken by the board to make a provisional appointment pursuant to Section 5091.*

Note: This prohibition applies only to the actual vote and does not appear to preclude the member whose resignation is pending from participating in the selection process or board discussion of who to appoint.



25. What does a school board need to do after learning of a resignation from one of its members?

Education Code section 5091 provides that the governing board “shall, within 60 days of the vacancy or the filing of the deferred resignation, either order an election or make a provisional appointment to fill the vacancy.”

Note: The 60 days starts to run when the resignation is received by the county superintendent even if the resignation contains a deferred effective date.

The governing board must also make sure that the person provisionally appointed to the position is “qualified” under Education Code section 35107 as discussed in more detail above.

26. May the board meet in closed session to develop questions or interview candidates?

No. Under the Brown Act, all aspects of making a provisional appointment must be done in public session, except where the board appoints an advisory ad hoc committee of less than a quorum of board members and no other members. If an advisory ad hoc committee is appointed it may assist in screening or evaluating applications and preparing interview questions, but may not make any final decisions for the board. (See Government Code section 54952(b).)

The provisional appointment must be put on the public session agenda and the full Board must take action to approve the appointment.

27. Once the board makes a provisional appointment to fill a vacancy, what happens next?

Education Code section 5092 provides as follows:

Whenever a provisional appointment is made to the governing board of a school district pursuant to Section 5091, the board shall, within 10 days of the provisional appointment of a person to fill a vacancy which occurs or will occur, post notices of both the actual vacancy or the filing of a deferred resignation and also the provisional appointment in three public places in the district and shall publish a notice pursuant to Section 6061 of the Government Code. If there is no newspaper of general circulation published in the district, notice need not be published.

The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. The notice shall also contain the full name of the provisional appointee to the board and the date of his appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of county superintendent of schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

Thus, the residents of the district whose board has appointed a provisional board member can petition to force a special election—although in practical terms, this rarely happens. Effective



2023, Education Code section 5091 is amended to make it easier to consolidate such a special election with a regularly scheduled election, in order to save election expenses. (SB 1061, 2022)

28. What happens if vacancies occur in a majority or more of the board seats at the same time?

Education Code section 5094 provides as follows:

If for any reason vacancies should occur in a majority of the offices on any school district or community college district governing board, the president of the county board of education having jurisdiction may appoint members of the county board of education to the district governing board until new members of the governing board are elected or appointed.

Note: At the discretion of the president of the county board of education, appointments may be made in one or more of the vacant positions. In other words, the county board president is not limited to making appointments only sufficient to create a quorum on the district board. Thus, on a five person board with 3 vacancies, the county board president may designate up to 3 members of the county board of education to serve as district board members. Once appointed, the county board members continue to serve as district board members until new members “are elected or appointed.”

29. May a district board reappoint the same person who resigned from the seat that is vacant?

No. Government Code section 1752, subdivision (a) provides, in pertinent part, as follows:

. . . no person elected or appointed to the governing body of any city, county, or district having an elected governing body, shall be appointed to fill any vacancy on that governing body *during the term for which he or she was elected or appointed* (emphasis added).

Please note: This provision also prohibits a board member with a “short” term from resigning and being appointed to a vacant “long” term.

30. If the district chooses to call for written applications from candidates who wish to be considered for appointment, are the submitted applications public records?

Yes. Under the Public Records Act (Government Code section 6250 et seq.⁴) copies of any applications for a board vacancy that are received by the district must be made available for public inspection and copies provided upon request.

⁴ Beginning January 1, 2023, the Public Records Act will be moved to Government Code sections 7920.000-7931.000, without any substantive changes. (AB 473, 2021).



Note: Because the applications become public records, we recommend that prospective candidates be so-informed before they submit an application.

31. If the board chooses to interview candidates one at a time before making an appointment do all candidates have a right to be present?

Under the Brown Act all persons—including candidates for a board appointment—have a right to attend all public sessions of the board.

At the same time the board may request (but not require) the other candidates to remain outside the meeting room until after they are interviewed.

Our experience has been that most candidates honor the request, as they understand the essential fairness of the request, and that the refusal to do so may have an impact on the remaining board members' willingness to appoint a candidate who refuses to cooperate.

32. If everything must be done in public session, how does the board develop questions that will not be known in advance by the candidates?

The Brown Act does not provide a ready response to this question. We recommend against using email (or other private communications) among board members to reach a board decision on what questions to ask the candidates.

It is recommended that individual board members submit proposed questions to the board president, who will compile a composite question list. The board can also have such questions referred to an executive officer, such as the superintendent, who can undertake the task of compiling such questions, perhaps in concert with a single board member or an ad hoc committee of the board.

Please contact our office with questions regarding this Legal Update or any other legal matter.

The information in this Legal Update is provided as a summary of law and is not intended as legal advice. Application of the law may vary depending on the particular facts and circumstances at issue. We, therefore, recommend that you consult legal counsel to advise you on how the law applies to your specific situation.

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