



# Cutten School District

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

Superintendent/Principal  
Heidi MacQuarrie, EdD

## 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

#### 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

#### 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 Cutten ESD LCAP and Adopted Budget approved by HCOE

#### 6.0 INFORMATION / POSSIBLE ACTION ITEMS

- 6.1 Consider Approval of MOU Humboldt-Del Norte SELPA Behavioral Specialist Services
- 6.2 Consider Approval to add Temporary Roving Aide .675 FTE, Ridgewood Site
- 6.3 Consider Revision/Adoption of BP/AG 6158 *Independent Study*, 1st Reading
- 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
- 6.5 Discussion Official Position on Eureka City Plan for One-Way Streets Dolbeer/W Street
- 6.6 Consider Adoption of Change Order/Sole Source for Cutten School District Letter
- 6.7 Discussion and Update on Bond
- 6.8 Approval of Proposed Change Order #13.2 Cutten-Credit to delta replacement of vinyl flooring from PCO 13.1 and replace with epoxy flooring, 2,570.38
- 6.9 Discussion/Approval to Pursue Cutten Boy's and Girl's Bathroom Modernization
- 6.10 Approval of Proposed Change Order #14 Ridgewood-Structured Cabling Installation, \$6, 401.08
- 6.11 Approval of Proposed Change Order #31.1 Cutten-Modify casework and electrical work in office, and add light switch \$7,661.97
- 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



# Cutten School District

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

Superintendent/Principal  
Becky MacQuarrie, EdD

6.13 Consider Approval to Replace Furnace and Supply Ductwork to Rental 4140 Walnut Dr (less than \$10,000)

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.

EARNINGS by Earnings Code	Income	Adjustments
No Gross Pay		9.00
Regular	409,142.97	
<b>TOTAL</b>	<b>409,142.97</b>	<b>9.00</b>

TAXES	Employee	Employer	Total	Subject Grosses
Federal Withholding	25,833.14		25,833.14	348,939.53
State Withholding	8,221.15		8,221.15	348,939.53
Social Security	6,631.20	6,631.20	13,262.40	106,954.19
Medicare	5,700.71	5,700.71	11,401.42	393,153.37
SUI	1,965.76		1,965.76	393,153.37
Workers' Comp	10,379.29		10,379.29	393,153.37
<b>SUBTOTAL</b>	<b>46,386.20</b>	<b>24,676.96</b>	<b>71,063.16</b>	

EARNINGS by Group	Income	Adjustments
Base Pay	395,305.78	
Docks	3,000.00-	
Extra Duty	6,120.92	
Miscellaneous		9.00
Stipends	770.00	
Substitutes	8,100.00	
Vacation Pay	1,846.27	
<b>TOTAL</b>	<b>409,142.97</b>	<b>9.00</b>

REDUCTIONS	Employee	Employer	Total	Subject Grosses
PERS	2,503.32	9,072.67	11,575.99	35,761.44
PERS / 62	3,683.69	11,681.85	15,365.54	46,045.99
STRS / 60	25,373.96	47,282.09	72,656.05	247,550.12
STRS / 62	5,077.87	9,491.46	14,569.33	49,758.15
Tax Sheltered Annuit	7,575.00		7,575.00	
Health & Welfare	14,024.89	64,720.60	78,745.49	
Dependent Care	500.00		500.00	
Supplemental Insuran	763.05		763.05	
Flex Medical Savings	701.66		701.66	
<b>SUBTOTAL</b>	<b>60,203.44</b>	<b>142,248.67</b>	<b>202,452.11</b>	

EARNINGS	Person Type	Female Employees
Certificated	308,340.53	42
Classified	100,802.44	47
<b>TOTAL</b>	<b>409,142.97</b>	<b>89</b>

DEDUCTIONS	Employee	Employer	Total	Subject Grosses
Dues & Memberships	2,766.40		2,766.40	27.20
Health & Welfare		909.00	909.00	
District Repay	178.00		178.00	
Miscellaneous	850.00		850.00	
Supplemental Insuran	2,370.64		2,370.64	
Summer Savings	29,751.81		29,751.81	178,510.36
<b>SUBTOTAL</b>	<b>35,916.85</b>	<b>909.00</b>	<b>36,825.85</b>	
<b>TOTALS</b>	<b>142,506.49</b>	<b>167,834.63</b>	<b>310,341.12</b>	

Vendor Summary for Pay Date 09/09/2022 thru 09/30/2022

Vendor Checks	7,951.75	7
Vendor Liabilities	302,389.37	23
<b>310,341.12</b>		<b>30</b>

Cancel/Reissue for Process Date 09/09/2022 thru 09/30/2022

Reissued	
Cancel Checks	
Void ACH	

## Checks Dated 09/01/2022 through 09/30/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3000178604	09/01/2022	AT&T CALNET 2	01-5909		310.97
3000178605	09/01/2022	CRYSTAL CREAMERY	13-4710	336.80	
			13-4711	384.28	721.08
3000178606	09/01/2022	DONS RENT ALL	01-4381		10.92
3000178607	09/01/2022	FRANZ FAMILY BAKERY	13-4710		116.00
3000178608	09/01/2022	HUMB COMMUNITY SERVICES DIST	01-5530		1,893.44
3000178609	09/01/2022	HUMBOLDT WASTE MGMT. AUTHORITY	01-5560		52.36
3000178610	09/01/2022	Kristyn Fresz	01-5800		1,260.00
3000178611	09/01/2022	MCGRAW-HILL SCHOOL ED HOLDING.	01-4110		854.02
3000178612	09/01/2022	MISSION LINEN SUPPLY	01-5550		169.80
3000178613	09/01/2022	PIERSON BLDG CENTER	01-4381		193.43
3000178614	09/01/2022	RAY MORGAN CO	01-4351		137.74
3000178615	09/01/2022	SHN CONSULTING ENGINEERS	21-6271		3,626.27
3000178616	09/01/2022	SYSCO SACRAMENTO	13-4396	47.13	
			13-4710	7,680.88	7,728.01
3000178617	09/01/2022	U.S. BANK	01-4310	861.90	
			01-5831	1,200.00	
			01-5841	59.96	
			01-5886	2.00	2,123.86
3000178618	09/01/2022	U.S. BANK EQUIPMENT FINANCE	01-5637		1,473.15
3000178619	09/01/2022	US CELLULAR	01-5909		47.37
3000178620	09/01/2022	WEST COAST PAPER COMPANY	01-4310		9,258.89
3000179146	09/08/2022	(HARRIS) SHAFER'S ACE HARDWARE	01-4374		356.39
3000179147	09/08/2022	ACSA	01-5300		2,593.41
3000179148	09/08/2022	ADVANCED SECURITY SYSTEM	01-5804		190.00
3000179149	09/08/2022	Bains, Ravneet	01-5861		27.00
3000179150	09/08/2022	BILL RYDER PIANO TECHNICIAN	01-5635		180.00
3000179151	09/08/2022	CARTER, JOYCE	01-5635		75.00
3000179152	09/08/2022	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01-5861		32.00
3000179153	09/08/2022	Deshais, August M	01-4393		171.00
3000179154	09/08/2022	ERIK MENDES	01-5800		3,321.84
3000179155	09/08/2022	Hinrichs, Danielle G	01-4310		107.25
3000179156	09/08/2022	LoBue-Deshais, Hannah M	01-4391		36.93
3000179157	09/08/2022	MENDES SUPPLY COMPANY	01-4374		3,800.69
3000179158	09/08/2022	MISSION LINEN SUPPLY	01-5550		148.51
3000179159	09/08/2022	Rutter, Darcie R	01-4310		316.40
3000179160	09/08/2022	SCHILLER, KRISTA	01-4310		379.30
3000179161	09/08/2022	T-MOBILE	01-5841		78.49
3000179162	09/08/2022	U.S. BANK EQUIPMENT FINANCE	01-5637		115.20
3000179163	09/08/2022	VALLEY PACIFIC PETROLEUM SVCS	01-4364		202.23
3000179164	09/08/2022	Wheeler, Jesse M	01-4310		221.75
3000179978	09/15/2022	Carillo-Salas, Vanesa	01-5950		120.00
3000179979	09/15/2022	CENGAGE LEARNING	01-4110		1,586.76

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 3

**Checks Dated 09/01/2022 through 09/30/2022**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
3000181603	09/29/2022	CRYSTAL CREAMERY	13-4711		789.77
3000181604	09/29/2022	CRYSTAL SPRINGS BOTTLED WATER	01-5531		45.00
3000181605	09/29/2022	Goodman, Kimberly A	01-4310		295.40
3000181606	09/29/2022	Hulstrom, Gidget L	01-4310		41.05
3000181607	09/29/2022	Rutter, Darcie R	01-4393		90.19
3000181608	09/29/2022	Seymour, Melissa T	01-4310		482.26
3000181609	09/29/2022	Sligh, Annette M	01-4310	71.05	
			01-4393	530.42	
			01-5210	50.00	651.47
3000181610	09/29/2022	STEWART TELECOMMUNICATIONS	01-5800		1,012.88
3000181611	09/29/2022	SYSCO SACRAMENTO	13-4396	385.44	
			13-4710	3,102.00	3,487.44
3000181612	09/29/2022	U.S. BANK EQUIPMENT FINANCE	01-5637		99.91
3000181613	09/29/2022	Yip, Andrea N	01-4310		410.84
<b>Total Number of Checks</b>			<b>85</b>		<b>1,201,142.95</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	73	59,055.15
13	CAFETERIA FUND	10	25,936.67
21	BUILDING FUND	2	1,116,151.13
Total Number of Checks		<b>85</b>	1,201,142.95
Less Unpaid Tax Liability			.00
<b>Net (Check Amount)</b>			<b>1,201,142.95</b>

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





# Cutten School District

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

Superintendent  
Becky MacQuarrie, EdD

## Cutten Elementary School District Quarterly Report on Williams Uniform Complaints (Education Code §35186)

### Quarterly Reporting Period (please check one)

- 1st Quarter 2022      January 1 through March 31, 2022
- 2nd Quarter 2022     April 1 through June 30, 2022
- 3rd Quarter 2022     July 1 through September 30, 2022
- 4th Quarter 2022     October 1 through December 31, 2022

### PLEASE CHECK THE BOX THAT APPLIES:

**No complaints were filed** with any school in the district during the quarter indicated above.

**Yes, complaints were filed** with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
<b>TOTALS</b>	0		

Becky MacQuarrie  
(Print Name of District Superintendent)

\_\_\_\_\_  
(Signature of District Superintendent)





**Haley Davis - Teaching Artist**  
**AGREEMENT FOR SERVICES**  
**2022-2023 SCHOOL YEAR**  
**Cutten School District**

**Haley Davis and Cutten School District** does not discriminate on the basis of race, color, religion, sex, national origin, age, sexual identity/preference, or handicap status.

Agreement made Oct 1st, 2021 by and between Haley Davis an individual providing professional services under and by virtue of the laws of the State of California, hereinafter referred to as Teaching Artists. This is a part-time hourly non-exempt position.

Cutten School District hereby engages the Teaching Artist to render services as follows:

1. **JOB DESCRIPTION.** Teaching Artist duties include preparation for class lessons and clear age-appropriate instruction. The Teaching Artist is responsible for managing set up, clean up, organization/maintenance of materials, and keeping the classes on schedule. The Teaching Artist will keep the lines of communication open and manage correspondence with the classroom teachers and school administration.
  
2. **TERM OF ENGAGEMENT.** The Teaching Artist will make all reasonable efforts to keep the current schedule as stated below, managing communication and correspondence with the classroom teachers and administration. Breakdown of services and pay rates:

Oct 2021 - June 2022 (21 available weeks)

- a. Maximum of 6 hours of teaching a week @ \$50 per hour
- b. Maximum of 4 hours of classroom coordinating a week @ \$20 per hour
- c. Maximum of 4 hours of materials/lesson prep a week @ \$25 per hour
- d. 4 hours of Teacher Enrichment a year @ \$40 per hour

Employee will send an invoice for payment each month.

<b>Total Teaching Hours</b>	<b>- 126 @ \$50.00/HR</b>
<b>Total Prep Hours</b>	<b>- 84 @ \$20.00/HR</b>
<b>Total Coordination</b>	<b>- 84 @ 25.00/HR</b>
<b>Total Enrichment</b>	<b>- 4 @ \$40.00/HR</b>
<b>Total Pay</b>	<b>\$10,240.00</b>

4. **EMPLOYEES ARE HIRED "AT WILL"** This Agreement may be terminated by either party at any time for any reason by giving the other party written notice of termination, but each party will endeavor to give the other two weeks prior notice of any proposed termination

unless such termination is for cause or there are circumstances that make such prior notice impractical or inappropriate.

**5. BEST EFFORTS, COMPENSATION AND TERMINATION**

The employee agrees to do their job to the best of their ability in good faith and the employer will compensate them for their work. If the employee terminates this agreement, they will be paid for any hours due. Company equipment must be returned upon termination or leaving the company

**6. CONFIDENTIALITY**

While employed or upon termination of employment, the Employee agrees to maintain confidential information, including personnel contact information, including social media, and any other company information determined to be private, such as health information or salary information.

**7. NULLIFICATION OF AGREEMENT**

If the performance of any part(s) of this Agreement on the part of the Teaching Artist or the Employer is prevented by an act of God, physical disability, illness, or incapacity, the acts, regulations, or orders of duly constituted public authorities, strike, civil tumult, war, epidemic, interruption or delay of transportation services, or any other cause beyond its or their reasonable control, Cutten School District and/or the Employee will respectively be relieved of their obligations under this Agreement during the period in which performance of such covenant(s) is prevented.

8. This Agreement will be governed by the laws of the State of California.

FOR Teaching Artist



\_\_\_\_\_  
Haley Davis DATE: 10/1/2022

FOR EMPLOYER:

\_\_\_\_\_  
Cutten School District DATE: \_\_\_\_\_

**NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT  
TRANSPORTATION SERVICES AGREEMENT  
2022-2023 SCHOOL YEAR**

**THIS AGREEMENT** is made and entered into by and between the **CUTTEN SCHOOL DISTRICT (CSD)** at its Board of Trustees meeting on, Oct. 10, 2022, and the **NORTHERN HUMBOLDT UNION HIGH SCHOOL DISTRICT (NHUHSD)**, at its Board of Trustees meeting on October 11, 2022.

(CSD) and NHUHSD hereby agree as follows:

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

N/A I. Regular Home-to-School Transportation - N/A currently due to driver shortage

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

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

  X   IV. Maintenance Service

       V. Fuel Agreement

       VI. Bus Storage

2. **Term of Agreement:**

The term of this Agreement shall be from July 1, 2022, to June 30, 2023.

3. **Use of Facilities:**

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

4. **Modifications:**

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

5. **Applicable Law and Venue:**

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

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

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

Bus Charges Fiscal Year \$ \_\_\_\_\_  
\$4.20 per mile and \$43.95 per hour for driver.  
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

       **II. Field Trips:**

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

Bus Charges \$4.20 per mile and \$43.95 per hour for driver.  
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

Van Charges IRS rate plus 20% plus a \$35 fee per van per rental. **NHUHSD** driver may be requested at \$43.95 per hour.

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

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

Apportionment for Special Education Transportation and excess costs at a rate of \$N/A per mile. The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

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

X **IV. Maintenance Service:**

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

The service rate is \$90.00\* per hour per mechanic billed in quarter hour increments (pending negotiations). Parts are charged at the cost plus 8% for handling fees and indirect costs. Emergency road call service requiring time outside of regular business hours, 7:30 AM to 4:30

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

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

Bus Charges Fiscal Year \$ \_\_\_\_\_  
\$4.20 per mile and \$43.95 per hour for driver.  
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

       **II. Field Trips:**

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

Bus Charges \$4.20 per mile and \$43.95 per hour for driver.  
The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

Van Charges IRS rate plus 20% plus a \$35 fee per van per rental. **NHUHSD** driver may be requested at \$43.95 per hour.

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

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

Apportionment for Special Education Transportation and excess costs at a rate of \$N/A per mile. The per mile charge will be adjusted quarterly to reflect increased fuel prices of 5% or greater as of July 1, 2022.

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

   **X IV. Maintenance Service:**

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

The service rate is \$90.00\* per hour per mechanic billed in quarter hour increments (pending negotiations). Parts are charged at the cost plus 8% for handling fees and indirect costs. Emergency road call service requiring time outside of regular business hours, 7:30 AM to 4:30

PM, will be charged time and one-half, \$135.00\* per hour mechanic billed in quarter hour increments (\*pending negotiations).

           **V. Fuel Agreement:**

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

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

           **VI. Bus Storage:**

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

The storage rate is \$100.00 per month per vehicle.

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

FOR:

FOR:

CUTTEN SCHOOL DISTRICT

NORTHERN HUMBOLDT UNION HSD

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Theresa Grosjean, President, Board of Trustees

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

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

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Roger Macdonald, Superintendent

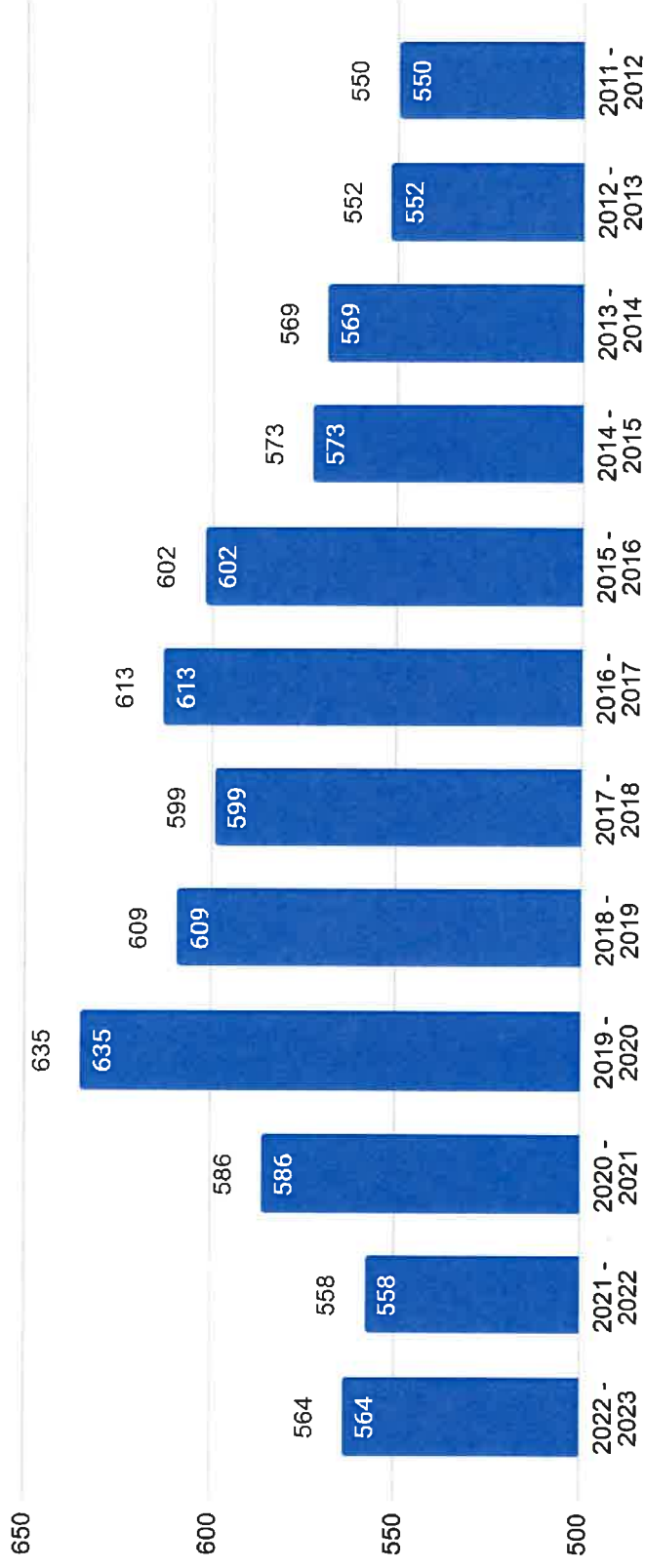
**CUTTEN SCHOOL DISTRICT Certificated Staffing / Enrollment for 2022-2023  
10/4/2022**

Grade Level	Classroom Teacher	Classroom Aide	1st Day Class Size	Class Size	Grade	Grade Totals	School Totals
SDC	Veeh, Tom	Hartridge, Catherine	9	9	SDC	9	Ridgewood Total 243
TK	Chastain, Amy	O'Kane, Taryn	19	19	TK	37	
TK	Seghetti, Nadine	Copeland, Linda	18	18			
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			
1	Dickinson, Lori	LoBue-Deshais, Hannah	21	21			
1	Kencke, Joe	Urban, Michelle	18	18			
1	Hinrichs, Dani	Merz, Kayla	20	20			
2	Filbey, Audrea (Bon)	Kelly, Jessica	21	21			
2	Rice, Suzanne	Blaisdell, Leina	21	21			
2	Richards, Mike	Kidd, Lorna	19	19			Second
3	Ng, Christy	Hulstrom, Gidget	21	21			
3	Felmlee, Jamie	Blacketer, Kacie	21	21			
3	Watkins, Lindsay	Pino, Karen	22	22			
3	Watson, Harriet	Hulstrom, Mike	21	21			Third
4	Code, Jen	Brunton, Taunya	22	22			
4	Ibbitson, Bethany	Grazis, Sherry	22	22			
4	Wheeler, Jesse	Comas, Maria	21	21			Fourth
5	Benbow, Tracy	Wheeler, Sharon	25	25			
5	Bradbury, Sydney	Robbins, Jamie	24	24			
5	Hague, Jaime	Ghera, Judy	25	25			
5	Yip, Andrea	McGee, Tatyana	11	11			
6	Yip, Andrea	McGee, Tatyana	10	10			Fifth
6	Cook, Kaycee	Thomas, Jennifer	25	25			
6	Mitchell, Brandee	Barbee, Mitchell	26	26			
6	Nelson, Scott	Nilsen, Amy	25	25	Sixth	86	District Total
		<b>Totals</b>	<b>564</b>	<b>564</b>		<b>564</b>	<b>564</b>





## Comparative Enrollment on First Day of School



	SDC	TK	K	1	2	3	4	5	6	TOTAL
2022 - 2023	9	37	70	66	61	85	65	85	86	564
2021 - 2022	13	10	69	60	86	74	86	95	68	558
2020 - 2021	10	14	69	88	80	84	95	79	67	586
2019 - 2020	11	23	93	80	82	104	80	86	76	635
2018 - 2019	10	27	81	77	88	83	81	86	76	609
2017 - 2018	5	21	79	88	81	79	82	80	84	599
2016 - 2017	NA	19	93	82	84	85	84	85	81	613
2015 - 2016	NA	24	82	85	85	88	78	92	68	602
2014 - 2015	NA	20	84	76	82	76	86	72	77	573
2013 - 2014	NA	17	75	86	81	83	77	82	68	569
2012 - 2013	NA	1	77	79	82	80	88	73	72	552
2011 - 2012	NA	NA	82	92	80	83	78	71	64	550





**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Humboldt – Del Norte SELPA Behavioral Specialist Services**  
**2022-2023**

The Humboldt – Del Norte SELPA, under the Administrative Unit (AU) of Humboldt County Office of Education (HCOE), and Cutten Elementary School District have come together to collaborate and to make an agreement for providing district students with behavioral services as provided by a SELPA Behavioral Specialist.

**Role and Responsibility of HDN SELPA:**

HDN SELPA will provide the LEA the services of a 0.20 FTE Behavioral Specialist during the 2022-2023 school year, beginning August 25, 2022.

- HDN SELPA will bill the LEA for the contracted costs on a quarterly basis.

**Role and Responsibility of Cutten Elementary School District:**

The LEA agrees to pay the following contracted costs:

- Services for .20 FTE x 180 days x \$984.00 daily rate = \$35,424.00

It is the expectation of this MOU that all SELPA staff and contracting LEA staff adhere to all safety protocols and procedures set forth by the LEA and HCOE/SELPA.

**Term of Agreement:** This MOU will remain in effect from August 25, 2022 through June 15, 2023.

\_\_\_\_\_  
 Heather Quigley-Cook, SELPA Director  
 Humboldt – Del Norte SELPA

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

\_\_\_\_\_  
 Becky MacQuarrie, Superintendent  
 Cutten Elementary School District

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

Please provide your district's expense account number for transfer of funds for the services listed above.

Fund	Resource	P/Y	Goal	Function	Object	School	Mgmt

SELPA Office Use Only: Copy to:  LEA/District Original:  SELPA



**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(e)

#### ~~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 Conferences~~

~~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(t)

## **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







# SCHOOL & COLLEGE LEGAL SERVICES OF CALIFORNIA

*A Joint Powers Authority  
serving school and college  
districts throughout the  
state.*

5350 Skylane Boulevard  
Santa Rosa, CA 95403

Tel: (707) 524-2690  
Fax: (707) 578-0517  
santarosa@sclscal.org  
www.sclscal.org

*General Counsel*  
Jennifer E. Nix

*Attorneys*  
Jennifer Henry  
Nancy L. Klein  
Damara L. Moore  
Jessica E. Ozalp  
Steven P. Reiner  
Kaitlyn A. Schwendeman  
Leah M. Smith  
Loren W. Soukup  
Erin E. Stagg

*Of Counsel*  
Robert J. Henry  
Frank Zotter, Jr.

September 26, 2022

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

**Re: Change Order/Sole Source for  
Cutten School Modernization Project**

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 \$396,351.76. The discovered and field condition change orders set forth in Attachment A total \$257,962.04.

During the course of this Project, there have been a significant number of unforeseen conditions which have required the issuance of change orders, as further set forth in Attachment A. Based on information provided by Brie Gargano at Studio W Architect, the additional expenses set forth in Attachment A arose from conditions that could not have been reasonably known at the time of bid and none were due to contractor or architect error.

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 025 - \$5,934.49:** BESC work did not flash their linesets so it was not included in the drawings. In order to match the siding, the removal and replacement of the remaining siding at



old clerestory windows was required. Small portion of the windows where BESC work was completed needed to be flashed and replaced to ensure watertightness. There was a small (about 4'-0" at each classroom) that needed to be replaced, so the siding was replaced to keep all the siding the same.

- **PET/PCO 027 - \$503.74:** Grind down doorway transition at new opening from kitchen to storage area to create ADA access.
- **PET/PCO 028 - \$3,243.90:** Flash around linesets in BESC contract per PET/PCO 025.
- **PET/PCO 030 - \$431.41:** Chip out existing curb higher than normal to install paper towel dispenser. Plans show curbs to be 6" high, was discovered that this curb was 8" high or so and although we tried, there was nowhere else to move the paper towel dispenser so the curb had to be chipped down.
- **PET/PCO 034 - 1,573.49:** Removal and reinstall metal benches adjacent to classrooms. This was not part of the original scope due to the benches being installed after the specs were completed.
- **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 = \$257,962.04**



**Cutten Elementary School Modernization**  
**PROPOSED CHANGE ORDER 13.2**  
**Modify Boys' & Girls' Restrooms per CCD-5**

September 27, 2022

Per CCD-5, labor and materials to modify Boys' Restroom and Girls' Restroom.

North Coast Floor & Tile

Credit to delete replacement of sheet vinyl flooring approved in PCO-13.1 from  
scope of work

\$ (3,795.00)

Cost to install epoxy flooring per attached proposal

\$ 6,044.00

Subtotal: \$ 2,249.00

O&P (10%): \$ 224.90

Bond (1.5%): \$ 33.74

Insurance (2.79%): \$ 62.75

**Total: \$ 2,570.38**

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:

9/27/2022

Will Adams, ACGC, Inc.

Date

\_\_\_\_\_

Cutten School District

Date



**NORTH COAST  
FLOOR & TILE**

**NORTH COAST FLOOR & TILE**  
 CA LIC.# 808031  
 2510 BROADWAY  
 EUREKA, CA 95501  
 Telephone: 707-445-1805

Page 1

**PROPOSAL**

**CQ027981**

Sold To	Ship To
CUTTEN ELEMENTARY SCHOOL 4182 WALNUT DRIVE EUREKA, CA 95503	CUTTEN ELEMENTARY SCHOOL 4182 WALNUT DRIVE EUREKA, CA 95503

Quote Date	PO Number	Telephone 1	Email
09/23/22	BATHROOMS -		

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

**For Bathroom Floor:**

- 1) Remove and dispose of the existing vinyl flooring.
  - 2) Shot blast the existing concrete to create the proper surface profile for new epoxy flooring.
  - 3) Furnish and install Koster VAP 1 2000 Concrete Moisture Mitigation System.
  - 4) Furnish and install Koster Multi-Purpose Epoxy, **solid color**. The MPE will be squeegee applied with a sand broadcast for the body coat.
  - 5) Apply MPE grout and seal coats.
  - 6) Apply final clear urethane top coat to improve chemical and abrasion resistance.
- \*\*Installation will be on the floor only and tight fit to the existing tile base.**

**Additional Notes & Exclusions:**

- i) This proposal does not include detaching or resetting any toilets or partitions. The area must be cleared prior to our arrival.
- ii) This proposal is figured at State Prevailing wages for Humboldt County.
- iii) This proposal does not include overtime labor to include nights and weekends.

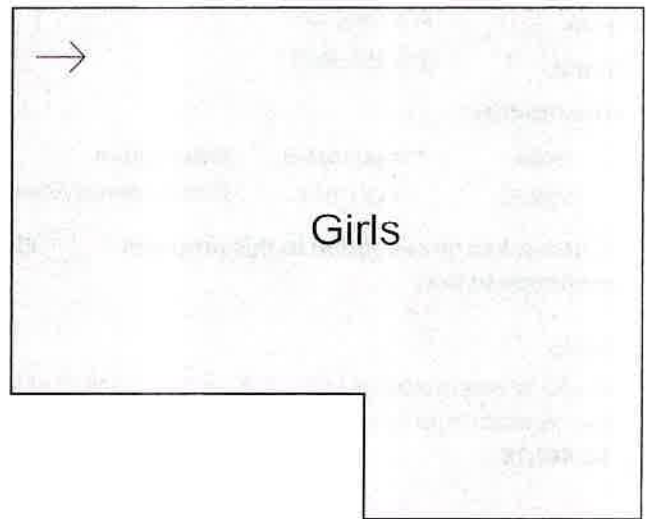
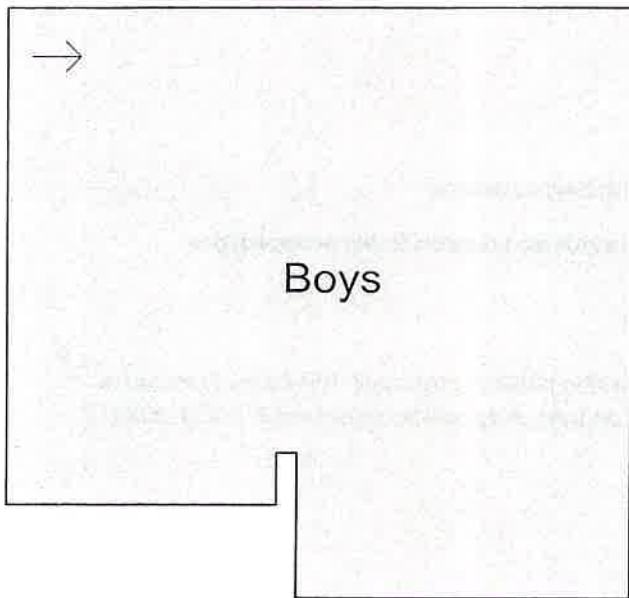
— 09/26/22 —

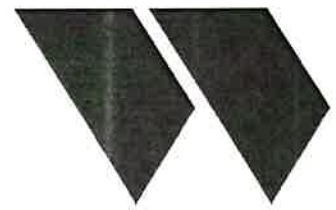
4:51PM —

Sales Representative(s):  
 MICHAELA BARNEY

This estimate is valid for 30 days.

**QUOTE TOTAL: \$6,044.00**





STUDIO W  
ARCHITECTS

## PROPOSAL EVALUATION TRANSMITTAL

Date: 10/04/22

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

To: Becky MacQuarrie

Project #: 19006, Phase 1

Firm/Agency: Cutten School District

Project Name: Ridgewood School Modernization

Address: 4182 Walnut Drive

DSA App No. 01-118464

City, State, Zip Eureka, CA 95503

CC:

From: Brie Gargano

Phone: 916.254.5603

### Attachments:

Date	Proposal No.	Description
10/03/22	PCO_014	District request: Structured Cabling installation

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

Becky,

Studio W has reviewed **PCO\_014** 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 **\$6,401.08**

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





**Ridgewood Elementary School**  
**Multi-Purpose Building Modernization, Phase 1**  
PROPOSED CHANGE ORDER 14  
Structured Cabling Installation

October 3, 2022

Per Owner request, add Structured Cabling to the project's scope of work.

Stewart Telecommunications  
Per attached proposal

\$ 5,577.55

Subtotal: \$ 5,577.55  
O&P (10%): \$ 557.76  
Bond (1.5%): \$ 92.03  
Insurance (2.79%): \$ 173.74

**Total: \$ 6,401.08**

Additional contract time requested: 0 days

Upon approval by 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.      10/3/2022  
Date

\_\_\_\_\_  
Cuttan Elem. School Dist.      Date

# STEWART TELECOMMUNICATIONS

1827 3RD Street Eureka, CA 95501 TEL (707) 442-1123 Calif. Lic# 941610

Ridgewood School  
Attn: Jay Seeger  
2060 Ridgewood Drive  
Eureka, CA 95503  
Tel: 832-7374  
email: [jseeger@cuttensd.org](mailto:jseeger@cuttensd.org)  
cc: [bmacquarrie@cuttensd.org](mailto:bmacquarrie@cuttensd.org)

Quote# 2022109271  
September 27, 2022

## Proposal to Install Structured Cabling

- 1ea Relocate existing conduit pathway. Needs to be cut and extended to new location of junction box.
- 1ea Remove and remount junction box to new location.
- 1ea Cut and pull back existing fiber optic cable located in the MDF. Label IDF-L and IDF-SE.
- 1ea Connectorize existing fiber optic cable that has been pulled back.
- 1ea Corning FREEDM tight-buffered OS2 12 strand riser rated fiber optic cable
- 18ea Corning OS2 SC Fiber Optic HP Connector
- 1ea Corning OS2 SC Fiber Optic Coupling Panel
- 1ea Corning Fan Out Kit 6 fiber
- 1ea Corning OS2 Fiber Optic Patch Cord SC to SC

Materials:	\$2,410.72
Sales Tax:	186.83
Labor:	<u>2,980.00</u>
Total Cost:	\$5,577.55

Total cost includes all labor, materials and taxes needed to install.  
All work carries a **five-year warranty** on parts and labor.

**Stewart trade-in and recycle policy is to return all unwanted E-waste to our local recycling centers for material component extraction and processing.**

*At Stewart Telecommunications we use only the finest products available and have a backup network of experienced technical support. If you have any questions please feel free to contact Stewart Telecommunications at (707) 442-1123.*



## PROPOSAL EVALUATION TRANSMITTAL

**Date:** 09/21/22

**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
09/13/22	PCO_031.1	RFI 10.2 and CCD-016: District requested modifications to the front office for data and casework. Add light switch per IOR request

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

Becky,  
 Studio W and our consultant have reviewed **PCO\_31.1** 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 **\$7,661.97**

**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 31.1**  
**Office Changes per RFI-10.2 and CCD-16**

September 13, 2022

Per RFI-10.2 response and CCD-16, labor and materials to add and modify casework and electrical work in Office. Per IOR request, labor and materials to adjust light switches.

Shasta Wood Products

Per attached proposal \$ 497.00

Colburn Electric

Per attached proposal for RFI-10.2 and CCD-16 \$ 5,951.28

Per attached proposal for IOR light switch request \$ 255.69

Subtotal: \$ 6,703.97  
O&P (10%): \$ 670.40  
Bond (1.5%): \$ 100.56  
Insurance (2.79%): \$ 187.04

**Total: \$ 7,661.97**

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.      9/13/2022  
Date

\_\_\_\_\_  
Cutten School District      Date



# Change Order

3383 Pacific Trail / PO Box 1101  
Cottonwood, CA 96022  
(530)378-6880 (530)378-6888 Fax  
CA. State Contractor License #642876  
DIR Registration Number: 1000009609

August 10, 2022

CUTTEN ELEMENTARTY SCHOOL  
4182 WALNUT DRIVE, EUREKA, CA 95503

ACGC, Inc.  
Phone: 707-443-6000  
Email: ana@acgcinc.com

RE: RFI 10.2

Notes: Please return signed approval of Change Order so that we can proceed with changes.

### Changes

Includes:

- Add filler panel between tall cabinet and wall
- Modify SS-1 Corian Countertop with finished edge
- Add applied finished end to lower cabinet

Exclusions:

- 

**Total ..... \$497.00**

Price includes delivery, installation, and applicable tax.

Estimated by: Diana Lowe

## COR 7R ACGC Cutten Elementary - Added Data Drops.xlsx

office@colburn-electric.com <office@colburn-electric.com>

Thu 9/8/2022 3:37 PM

To: Ana Hartwell <ana@acgcinc.com>

Cc: Will Adams <will@acgcinc.com>;office@colburn-electric.com <office@colburn-electric.com>

 1 attachments (134 KB)

COR 7R ACGC Cutten Elementary - Added Data Drops.pdf;

<<...>>

Regarding the COR 7R there is no light switch in CCD 16 – it is not in our Quote. This switch was previously requested by Rich Fenton – after the work was completed.

*Thank you,*

*Loyce Johnson*

BUSINESS OPERATIONS MANAGER

ROBERT COLBURN ELECTRIC, INC.

(707) 445-8474

FAX (707) 445-8475

LICENSE #750471, DIR REG 1000000666

*'An Equal Opportunity Employer'*

**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: **9/8/2022**

Attn: **Will** Job Location: **Cutten Elementary School Modernization**

**COR #7R Added Data Drops in Office Per CCD 16**

Added Data Drops - Rough in, phone outlets in office and per CCD 16 - per the attached:

**Total Quote \$ 5,951.28**

Includes: **Sales Tax.**

Excludes: **CAT 5 and Cat 6 Cable and Installation - by others.**

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](http://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 \_\_\_\_\_

**ROBERT COLBURN ELECTRIC, INC.**

Calif. Contractors License No. 750471

P.O. Box 3667 Eureka, California 95502

**office phone (707) 445-8474 office fax (707) 445-8475**

**WORK SHEET**

DATE:

8/18/2022

FOR JOB	Cutten Elementary School Modernization			email:	
LOCATION					
CITY					
Quantity	ARTICLE	Unit Price		TOTALS	
5	4 sq. Boxes	5.29	E/	26.45	
8	Outlets	3.81	E/	30.48	
1	4 port data plate	2.11	E/	2.11	
4	Jacks	11.34	E/	45.36	
1	Double Raised Dco Plate	2.11	E/	2.11	
6	jacks	11.34	E/	68.04	
2	Double Raised Dco Plate	12.71	E/	25.42	
4	3/4" Black Bushing	0.26	E/	1.04	
30	Ft. 1/2" EMT	0.74	E/	22.20	
20	Ft. 1/2" PVC	1.19	E/	23.80	
20	Ft. 1" PVC	2.29	E/	45.80	
20	Ft. 1" EMT	2.53	E/	50.60	
20	Ft. 3/4" PVC	1.42	E/	28.40	
40	Ft. 3/4" EMT	1.33	E/	53.20	
2	1/2" F/A's PVC	0.84	E/	1.68	
2	1/2" 90 PVC	4.90	E/	9.80	
4	1/2" PVC Coup.	0.48	E/	1.92	
6	1/2" EMT Conn.	2.26	E/	13.56	
4	1/2" EMT Coup.	2.23	E/	8.92	
6	1/2" Straps	0.34	E/	2.04	
2	1" F/A PVC	1.46	E/	2.92	
2	1" 90 PVC	12.64	E/	25.28	
4	1" Coup.	0.79	E/	3.16	
1	1" EMT Conn.	6.54	E/	6.54	
4	1" EMT Coup.	5.62	E/	22.48	
4	1" Straps	0.61	E/	2.44	
2	Ft. 3/4" FA PVC	1.05	E/	2.10	
2	3/4" 90 PVC	5.47	E/	10.94	
4	3/4" Coup. PVC	0.55	E/	2.20	
2	3/4" EMT Conn.	3.57	E/	7.14	
4	3/4" EMT Coup.	3.38	E/	13.52	



6	3/4" EMT Straps	0.46	E/	2.76
	<b>Materials Subtotal</b>			564.41
		Tax 9.25%		52.21
42	Hours Labor	125.00	E/	5,250.00
	OHP	15%		84.66
	<b>Total</b>			5,951.28

**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: **9/13/2022**  
 Attn: **Will** Job Location: **Cutten Elementary School Modernization**  
**COR # 10**

Provide motion sensor switch to office because switch is located behind the door, per the attached:

**Total Quote                    \$    255.69**

**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 \_\_\_\_\_

**ROBERT COLBURN ELECTRIC, INC.**

Calif. Contractors License No. 750471

P.O. Box 3667 Eureka, California 95502

office phone (707) 445-8474 office fax (707) 445-8475

**WORK SHEET**

DATE:

9/13/022

FOR JOB	Cutten Elementary School Modernization	email:
LOCATION		
CITY		

Quantity	ARTICLE	Unit Price		TOTALS
1	Sensor Worx Switch SWX 1-2-1-WH	105.18	E/	105.18
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
		Subtotal		105.18
		Tax 9.25%		9.73
				-
1	Hours Labor	125.00	E/	125.00
	OHP	15%		15.78
	<b>Total</b>			<b>255.69</b>

**Description:**  
SensorWORX SWX-101-WH

**Quote #1040063**  
Updated On: 08/18/2022

**Company Name:**  
Colburn Electric

**Billing Address:**  
Colburn Electric (6865)  
Box 3667  
Eureka, CA 95502-3667

**Created Date:**  
8/18/22

**Shipping Address:**  
Box 3667  
Eureka, CA 95502-3667 USA

**Shipping Method:**  
Store Truck

**FOB:**  
Destination

**Sales Person:**  
Ian Steed  
ian.steed@platt.com

**Branch:**  
Eureka #46  
7074448031

**Special Quote Conditions:**

Quoting Per Customer Supplied Bill of Material ONLY. All Item(s) Quoted Subject to Customer Approvals. Shipping & Handling is NOT Included Unless Otherwise Noted.

Many Platt Manufacturing Partners Have Advised that until Further Notice they Reserve the Right to Amend the Delivery Date, the Price, the Scope or Quantity of Supply and/or Other Terms and Conditions Set Out in Their Offer or Quotation to the Extent Affected by the COVID-19 Pandemic. Be Advised that Platt Considers any COVID-19 Related Changes Imposed by Manufacturers as Outside its Reasonable Control & Subject to Force Majeure Provisions.

Delivery Dates are Estimated ONLY. Platt Shall NOT be Liable for Failure to Meet Such Dates Resulting From Product Shortages or Manufacturing Delays.

Platt's Standard Terms & Conditions Apply | Payment Terms NET30

<https://sf.rexel-cdn.com/web/terms/Rexel%20USA%20Inc.%20Terms%20Conditions%20of%20Sale%20%28Rev.%2003-01-2021%29.pdf>

**PRODUCTS**

		QTY	UNT PR / UOM	TOTALS
1.	 <b>SWOSWX101WH</b>	1	\$105.18 <sup>000</sup> EA	\$105.18
	SensorWORX SWX-101-WH			

2. **\*\*NOTE: Special Order Item. (0) Manufacture Stock Currently Available. Estimated Lead Time is 2-4 Weeks ARO**

**Entire Quote:**

Sub Total:	\$105.18
S/H:	Store Truck \$0.00
Other Charges:	\$0.00
Tax:	\$9.73
Total:	<b>\$114.91</b>

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass

through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>

Full phone support at (888) 739-3577

*Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.*



# WALL SWITCH OCCUPANCY SENSOR

LINE VOLTAGE



**SENSORWORX**™

## OVERVIEW

The **SENSORWORX** family of wall switch occupancy sensors provides a simple yet cost effective lighting control solution for many retrofit applications. Designed with contractors in mind, the **SENSORWORX** wall switch sensor is significantly shallower than typical sensors, resulting in less crowded wall boxes. Additionally, versatile wiring enables usage with or without a neutral and allows reversal of line and load connections. **SENSORWORX** products utilize the latest passive infrared technology and digital signal processing techniques to provide unmatched motion detection performance. These units are also available with an integrated microphone to provide overlapping passive acoustic occupancy detection for rooms with obstructions or where occupant motion is limited.

## BASIC OPERATION

Sensors detect movement in the infrared energy that radiates from occupants as they move within the devices field-of-view. Once occupancy is identified, the sensor's internal relay switches power on to the connected lighting. Units can also be configured to operate in Vacancy Mode (e.g., require lights be manually switched on). Once lights are on and if equipped with passive dual technology (PIR/Acoustic), the unit's microphone is enabled to further enhance detection. An internal timer is set to keep lights on during brief periods of inactivity, and is reset every time occupancy is signaled by either the passive infrared or acoustic detection technologies. Ambient daylight detection can also be enabled in equipped units so that lights are held off in rooms with sufficient light contribution from windows or skylights.



## SPECIFICATIONS

### ELECTRICAL

#### OPERATING VOLTAGE

120/277 VAC, 50/60 Hz

#### LOAD RATINGS

MAX: 800W @ 120VAC

1200W @ 277VAC

MIN: None

#### LOAD TYPES

LED Driver/Lamps

CFL, Electronic/Magnetic Ballasts (Fluorescent)

Tungsten (Incandescent)

### ENVIRONMENTAL

#### OPERATING TEMP

32°F to 122°F (0°C to 50°C) - Standard

-40° F/C (with -HE Option)

#### RELATIVE HUMIDITY

0-95% Non-Condensing,

Indoor Use Only

### PHYSICAL\*

#### SIZE

2.74"H x 1.68"W x 1.39"D

(6.96 x 4.27 x 3.53 cm)

Not Including Mounting Strap

#### WEIGHT

4.5 oz

#### MOUNTING

Single Gang Switch Box

\*2-POLE SOLUTION INCLUDES TWO UNITS

(e.g., 2X SIZE, WEIGHT, MOUNTING)

## FEATURES

### ELECTRICAL FEATURES

- Interchangeable Line & Load Wires - Impossible to Wire Backwards
- Accommodates Neutral (3-Wire) and No-Neutral (2-Wire) Installation
- Electronically Timed Switching Ensures Long Relay Life
- Compatible with LED, Fluorescent and Incandescent Lighting
- Meets NEC 404.2(c) & 404.22 Guidelines Regarding Powering Over Ground & Current Leakage

### PHYSICAL FEATURES

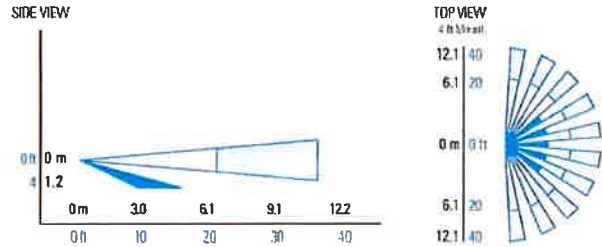
- Enclosure is 25-40% Shallower than Other Sensors (< 1" Depth into Wallbox)
- Unique Bat-Wing Shaped Lens Provides Enhanced Peripheral Detection
- Self-Grounding Mounting Strap
- Modern Look and Intuitive Easy-Tap Button
- Rugged Vandal Resistant Lens
- Settings are Adjustable Without Removing Cover Plate

### OPERATIONAL FEATURES

- Wall-To-Wall Passive Infrared Small Motion Detection
- Passive Acoustic Detection (Optional) - Prevents False Offs when No Motion is Present
- 100% Passive Detection Methods - No Interference Potential from External Devices
- Ambient Daylight Override Mode Increases Energy Savings (Optional)
- Configurable Time Delays and Operating Modes
- Blue Locator LED when Lights are Off

# COVERAGE PATTERNS

- 30" to 48" (0.76 - 1.22 m) recommended mounting height
- Wall to wall (~180 degree) coverage
- Small motion (e.g., hand movement) detection up to 20 ft (6.10 m), ~625 ft<sup>2</sup>
- Large motion (e.g., walking) detection greater than 36 ft (10.97 m), ~ 2025 ft<sup>2</sup>
- Overlapping acoustic detection of occupants over entire coverage area
- Advanced signal processing filters out nuisance noises while not effecting overall sensitivity



# APPLICATIONS

A wall switch sensor is typically used to retrofit an existing wall switch in a small room or enclosed space. A Passive Infrared (PIR) only sensor is sufficient for spaces where line of site is maintained and occupants are periodically moving (e.g., copy rooms, storage rooms). Dual technology sensors are necessary where occupants may be partially blocked from the sensor's direct view or where they may be stationary (e.g., private offices or restrooms with stalls).

- |                        |                |
|------------------------|----------------|
| • Private Restrooms    | • Small Office |
| • Copy Rooms           | • Vestibule    |
| • Restroom with Stalls | • Storage Room |
| • Small Meeting Room   | • Break Room   |

## ✓ CODE COMPLIANCE

Wall Switch sensors can be used to meet many requirements of ASHRAE 90.1, IECC, and Title 24.

### COMMON ENERGY CODE DEFINITIONS:

- Occupancy Operation: Auto On/Auto Off
- Vacancy Operation: Manual On/Auto Off
- Partial On Operation:
  - 1st Pole Auto On / 2nd Pole Manual On
  - Auto On to 50% / Manual On to 100%
  - All Poles Auto Off

**ASHRAE®**  
STANDARD 90.1

**IECC®**  
STANDARD

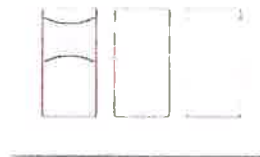


## MULTI-GANG SWITCH REPLACEMENT

Many residential and commercial building spaces contain multi-gang switch locations (i.e. locations on the wall that have more than one single-gang switch devices in the same wall box). The **SENSORWORX** solution for these applications utilizes a wall switch occupancy sensor and one or more added "sidecar" wall switches that receives necessary occupancy information from the adjacent sensor. Each unit can be configured separately for Auto On or Manual On (Vacancy) operation and time delay. Most conveniently, this solution enables adding a standard multi-gang decorator switch plate in order to provide an aesthetically pleasing appearance without any awkward and conspicuous blank wall plate sections. Additional sidecar switches can also be added to create 3-pole (or greater) solutions.

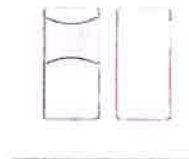
### INBOARD / OUTBOARD SWITCH REPLACEMENT

Many older buildings have fluorescent light fixtures wired for inboard/outboard control by a pair of wall switches. Retrofitting these wall switches with code-compliant controls is attractively done with a **SENSORWORX** 2-pole solution (model: #SWX-102 or SWX-122). These two unit kits contain an Auto On occupancy sensor and a Manual On sidecar switch that work together to meet the required partial on energy code requirements.



### BATHROOM LIGHTS & FAN

Bathrooms often have separate switches for lights and ventilation fans. In some cases two switches for lights (e.g. vanity and shower) and the fan are all contained in the same 3-gang wall box along the entry wall. Retrofitting these switches with a **SENSORWORX** wall switch sensor and two sidecar switches is an attractive and energy efficient solution for providing occupancy control of all three loads.



# ORDERING INFO

SAMPLE MODEL # SWX-101-WH

	PRODUCT	DETECTION	# of POLES / DEFAULT OPERATION	COLOR*	ADDITIONAL OPTIONS				
SWX	Wall Switch Sensor	1	Passive Infrared (PIR)	0	1-Pole: Auto On (Occupancy)	1	White - WH	None	Blank
			Passive Infrared (PIR) + Daylight	1	2-Pole: Partial On <sup>†</sup>	2	Ivory - IV	Humid Environment	- HE
			Passive Dual Technology (PIR/Acoustic)	2	1-Pole: Manual On (Vacancy)	3	Light Almond - LA	10 Pack**	- J10
			Passive Dual Technology (PIR/Acoustic) + Daylight	3			Gray - GY		
						Black - BK			
						Red - RD			

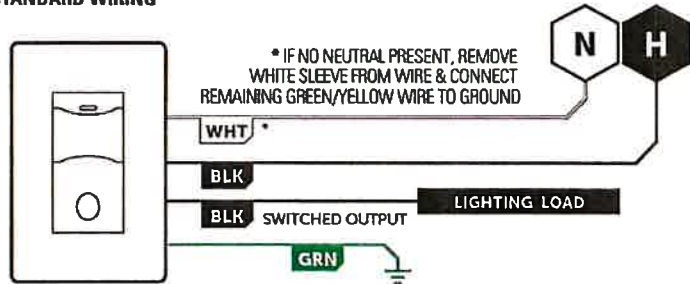
\*\* WALLPLATE NOT INCLUDED  
 † 2-POLE SOLUTION INCLUDES A SINGLE POLE OCCUPANCY SENSOR AND A CONNECTED "SIDECAR" SWITCH UNIT FOR SECOND POLE (REQUIRES TWO GANG BOX)

ACCESSORY	COLOR
SWX-831-SC Additional Sidecar Switch Unit (for use with SWX-1x2 Kits)	White - WH
SWX-199 Single Gang Wall Plate	Ivory - IV
SWX-199-FACE Sensor Face Color Change Kit	Light Almond - LA
	Gray - GY
	Black - BK
	Red - RD

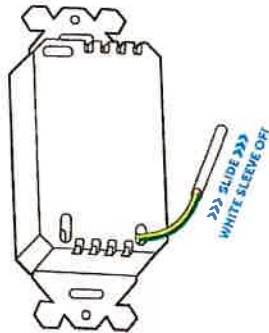
## WIRING

- Unit works both in installations where neutral connection is available as well as installations where only ground connection is present.
- If no neutral is present, remove the white sleeve from the wire & connect the now Green/Yellow wire to ground (see diagram below).
- The White wire (or Green/Yellow wire underneath the removable sleeve) MUST be connected to neutral (or Ground if sleeve is removed) for the unit to operate.
- The all Green wire is just for safety.
- The unit's two black wires are interchangeable (e.g., one connects to line power, one connects to load).

### STANDARD WIRING



### NEUTRAL TO GROUND WIRE CONVERSION DETAIL

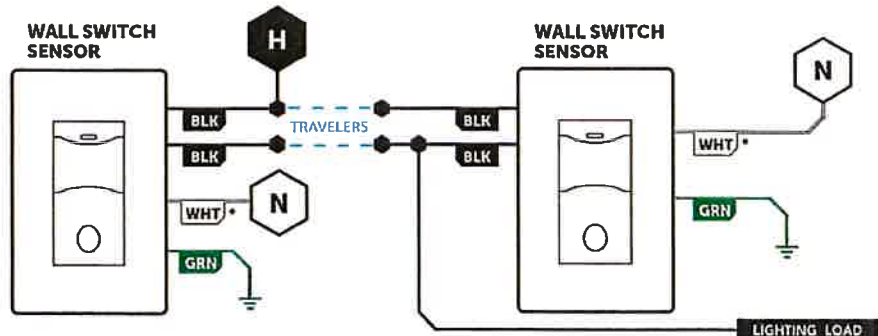


**NOTE: This product is UL listed and meets NEC 404.2(c) & 404.22 guidelines regarding powering over ground & current leakage. Powering over ground is permitted for replacement / retrofit only.**

### 3-WAY WIRING

#### TWO SENSORS IN PARALLEL

- Both sensors must time out for lights to turn off (or both buttons must be switched)
- Recommended for Automatic On (Occupancy) applications only

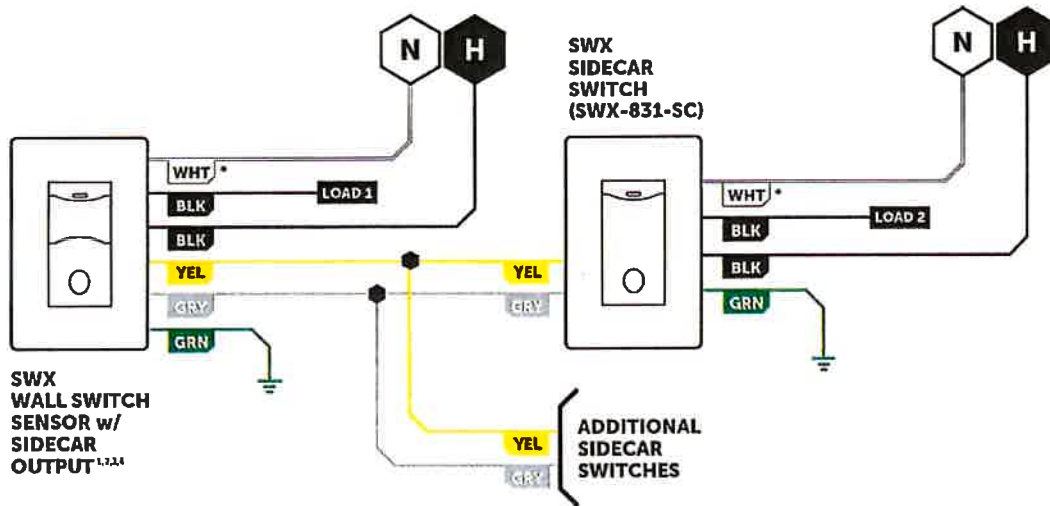


\* IF NO NEUTRAL PRESENT, REMOVE WHITE SLEEVE FROM WIRE & CONNECT REMAINING GREEN/YELLOW WIRE TO GROUND



## 2-POLE WIRING

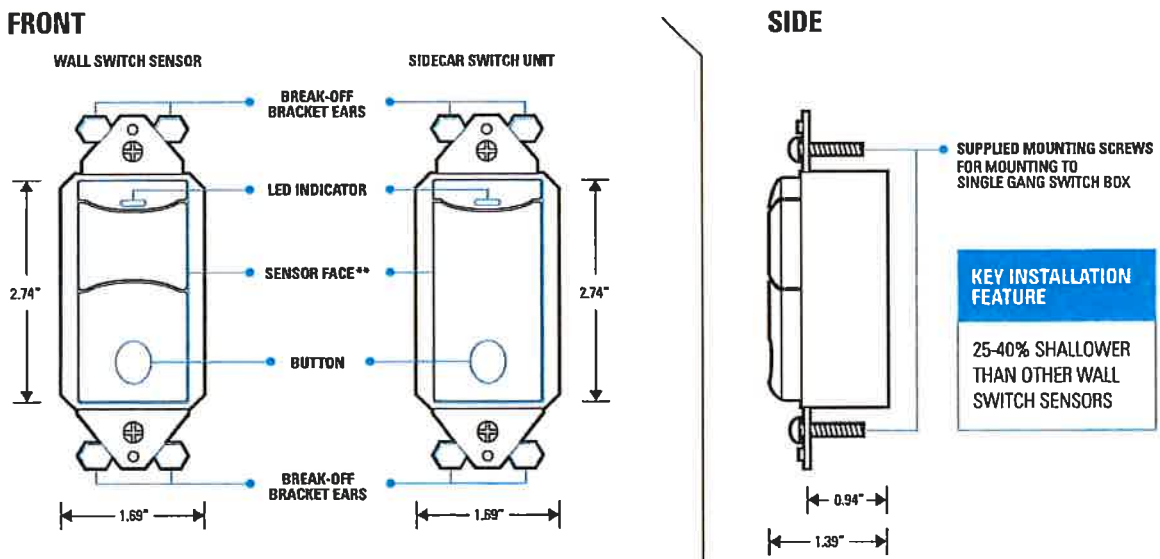
- 2-Pole solution includes a single pole occupancy sensor and a connected "sidecar" switch unit for second pole
- Requires two-gang box and decorator wall plate.
- Units can be powered from same or different circuits/voltages.



\* IF NO NEUTRAL PRESENT, REMOVE WHITE SLEEVE FROM WIRE & CONNECT REMAINING GREEN/YELLOW WIRE TO GROUND

- <sup>1</sup> MODEL NUMBER SWX-102 INCLUDES UNIT SWX-101-SC AND SWX-831-SC
- <sup>2</sup> MODEL NUMBER SWX-112 INCLUDES UNIT SWX-111-SC AND SWX-831-SC
- <sup>3</sup> MODEL NUMBER SWX-122 INCLUDES UNIT SWX-121-SC AND SWX-831-SC
- <sup>4</sup> MODEL NUMBER SWX-132 INCLUDES UNIT SWX-131-SC AND SWX-831-SC

## INSTALLATION



\*\* SENSOR FACE IS FIELD REMOVABLE IN ORDER TO CHANGE COLORS. CONTACT FACTORY FOR ADDITIONAL FACES

# OPERATION SETTINGS

## TIME DELAY

- Test Mode, 30 sec, 5-30 min.
- Both master wall switch sensor unit and sidecar switch unit in 2-Pole solution have independent time delay

## AMBIENT LIGHT (DAYLIGHT) DETECTION

- Sensor holds lights off when ambient light is present
- Manual threshold levels or auto-selection of threshold level
- Disabled when in Vacancy (Manual On) mode

## TURN-ON SENSITIVITY

- When enabled, this setting reduces the sensor's PIR sensitivity for initial turn-ons in order to eliminate false on caused by reflective surfaces like windows
- Unit returns to full sensitivity after initial turn-on

## LED FUNCTIONALITY

- White LED blinks upon occupancy detection
- Blue LED serves as a switch locator when lights are off
- LED functionality can be disabled

## OPERATIONAL MODES

**SENSORWORX** wall switch sensors are intelligent devices that provide both excellent energy savings and enhanced user convenience. Users can choose from several pre-programmed operational modes that best fit their preferences and applicable energy codes. Note that both the master wall switch sensor unit and sidecar switch unit in 2-Pole solution (SWX-102, SWX-122) have independent operational modes.

### Vacancy Mode

Manual On / Automatic Off operation. Lights can also be switched off manually. This mode provides increased energy savings but requires the user to initially turn on the lights. Models SWX-103 and SWX-123 default to Vacancy modes. Sidecar switch units (SWX-831-SC) in 2-Pole kits also default to Vacancy mode.

### Occupancy Mode

Automatic On and Automatic Off operation. If lights are switched off manually, the Automatic On functionality is disabled for ~10 seconds to allow the occupant time to leave the room before returning to Automatic On operation. The LED will blink white during this period. If during the last 5 seconds of this period the sensor detects that the occupant remained in the space, the unit will stay in a manual on state until the switch is pressed again. Otherwise the unit will return to Automatic On operation and the blue locator LED will turn on. This mode is the default operation of SWX-101, SWX-111, SWX-121, and SWX-131 models. Not available for models SWX-104 and SWX-124.

### Automatic On w/ Exit Time Mode

Automatic On and Automatic Off operation. If lights are switched off manually, the Automatic On functionality is disabled for a fixed 30 seconds to allow a person time to leave the room.

### Override Off Mode

Automatic On and Automatic Off operation until lights are switched off manually, at which point Automatic On functionality is disabled until the switch is pressed again.

### Disabled Switch Mode

Automatic On and Automatic Off operation only. Switch functionality to manually turn on/off lights is disabled.

### Presentation Mode

If lights are switched off manually, the Automatic On functionality is disabled until the space becomes unoccupied and the sensor's time delay expires.

### Disable Sensor (Toggle Switch Mode)

The unit will not automatically turn on or off connected lighting. Lighting is toggled only when button is pushed.





**Cutten Elementary School Modernization**  
**PROPOSED CHANGE ORDER 36**  
**New Roll Up Door at Kitchen per CCD-13 & CCD-19**

September 15, 2022

Per CCD-13 and CCD-19, labor and materials to replace roll up door at Kitchen.

Overhead Door Company of Eureka/Arcata

Per attached proposal \$ 23,995.83

Colburn Electric

Per attached proposal \$ 1,240.67

Myers Foodservice

Per attached proposal \$ 3,314.66

Subtotal:	\$ 28,551.16
O&P (10%):	\$ 2,855.12
Bond (1.5%):	\$ 428.27
Insurance (2.79%):	\$ 796.58
<b>Subcontractor Total:</b>	<b>\$ 32,631.12</b>

ACGC, Inc.

Demolish, load, haul, and dispose of heavy old overhead door.

Labor: 6.5 hrs. at \$111.55/hr. \$ 725.08

Disposal Fee: \$ 110.00

Wrap opening in 2 layers of 5/8" Type X sheetrock.

Labor: 3.5 hrs. at \$111.55/hr. \$ 390.43

Materials: \$ 34.00

Subtotal:	\$ 1,259.50
O&P (15%):	\$ 188.93
Bond (1.5%):	\$ 18.89
Insurance (2.79%):	\$ 35.14
<b>ACGC Total:</b>	<b>\$ 1,502.46</b>

**Grand Total: \$ 34,133.58**

Additional contract time requested: 0 days

*Continued on next page*



## PROPOSAL EVALUATION TRANSMITTAL

Date: 10/5/2022

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
09/13/22	PCO_036	CCD-013 and CCD-019: New Roll up door to comply with requirements from DSA approved drawings for connection to fire alarm for release

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

Becky,

Studio W and our consultants have reviewed **PCO\_36** 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 **\$34,133.58**.

- DSA required the existing manually operated, fire-rated roll up counter door be connected to the fire alarm system so that it would shut during a fire alarm.
- Field verification during construction discovered the existing counter door did not allow for a connection to the fire alarm system.
- CCD-13 added a new fire-rated motor operated roll up counter door with provisions allowing connection to the fire alarm system.
- CCD-19 confirmed Overhead Door Model #641 for the new fire-rated motor operated roll up counter door.

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

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:



9/15/2022

Will Adams, ACGC, Inc.

Date

Approved by:

Cutten School District

Date

# Overhead Door Company of Eureka/Arcata

1685 Sutter Road McKinleyville, Ca 95519 \* (707)839-1039

Fax: (707)839-4315 Division of: **Thomas**

ACGC Inc - Adams Commercial General Contr  
PO Box 8095  
Eureka CA 95502

Job No .....  
Cust # ..... 49134/7  
Bid# ..... 264056/4.2  
Order Date .....  
Customer EOH# .....  
Job Track# ..... 22340  
Job Name ..... Cutten Elementary School  
Job Addr ..... 4182 Walnut Drive, Eureka  
Date 09/06/22 Spr: Lee R.  
Pho: 707-496-1349 Wk: 707-443-6000  
Mobile: 707-496-3349  
Fax: 707-268-8381  
Pager:

---

**TITLE: Rolling Fire Counter Door**

---

This quote is to provide and install in rolling fire counter door in Eureka.

Quoted with prevailing wage. DIR# 1000023561

- Model: 641 - Fire Counter Door
- Color: Stainless Steel
- Operation: Motor Operated, CDX Motor with Fire Sentinel, 115v, 1ph
- Fire Sentinel: FSCW120V - for integration with fire systems
- Handing: Left (from standing on coil side)
- Slat: Flat, Stainless Steel #4, F158 slat type
- Guides: Stainless
- Bottom Bar: Single Angle, Electronic Sensing Edge
- Key Switch: Included
- Lock: Cylinder Lock with Interlock
- Hood: Included, with Flame Baffle
- Door Mounting: Between Jambs, Under Lintel
- Opening Size: approx 8'11"wide by 5'5"tall (final finished dimensions needed after counter installation and sheetrock)
- Quantity: 1

**Important:**

- Customer must review the preliminary drawing for the operator location. The operator location may or may not intrude into walking space headroom.

**Jobsite Notes:**

- Final door sizing pending sheetrocking requirements and finished counter height.
- Finished counter and finished header must be precisely level and finished jambs must be precisely plumb to permit between-jamb installation and to ensure against gaps that would violate fire protection. The door cannot be installed in out-of-square openings.
- Counter not included.
- Stainless steel wall wrap (around opening sides/header) not included.
- Controls to be surface mounted. Wires for door controls to be run in conduit.
- Customer to run electrical to motor location.
- Customer (or customer subcontractor) to integrate the door's Fire Sentinel into the alarm system. Quote includes follow up after

**Proposal**  
**ROBERT COLBURN ELECTRIC, INC.**  
*California Contractor License No. 750471 Dir # 100000666*  
 PO Box 3667  
 Eureka, CA 95502  
 Phone: (707) 445-8474 Fax: (707) 445-8475  
 www.colburn-electric.com

To: ACGC	Phone:	Date: 9/8/2022
Attn: Will	Job Location:	Cutten Elementary School Modernization
<b>COR # 9 for CCDs 13 &amp; 19</b>		

Provide power to fire rollup door as requested in CCD's 13 and 19 and the attached:

<b>Total Quote</b>	<b>\$ 1,240.67</b>
--------------------	--------------------

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 \_\_\_\_\_

installation to assist the alarm technician and to reset the door if the alarm is tested.

- A sash chain must be run through the wall to the "gym side" and run up the wall to the ceiling so the fuse link can be at the ceiling.

Notes:

- Quoted with prevailing wage.
- Not quoted with a bond requirement.
- No terms or conditions, other than those stated in these terms, and no agreement or understanding, oral or written, purporting to modify these terms, will be binding on Thomas Home Center unless signed by an authorized executive manager of Thomas Home Center.

Overhead Door #1

A1 Rolling Fire Counter Door

Job Conditions:

- \*\* Rust Warranties for steel overhead doors are not valid within 2 miles of the ocean and bay salt air environment.
- \*\* We always recommend properly sloped floors to direct water outside. Uneven/unlevel floors may cause gaps beneath garage doors.
- \*\* In accordance with California SB 969, a new door may only be connected to an electric operator that has a battery back-up. See California SB 969 for details and fines.

General Conditions:

- \*\* Installers will deliver (OHD Delivery)
- \*\* License Numbers: CA-675225 B C61 D28
- \*\* Dept Code:
- \*\* Must have safe access up to the building, Job site must have safe working conditions, or Customer

will be charged for any extra time incurred due to the above conditions not being met.

**\*\* These quote prices are only good until 09/20/2022!!**

=====  
 Total Dollar 10 day: 23,995.83      30 day: 24,485.54      31+ day: 25,774.25 w/ 0.  
 =====

**QUOTE ONLY. Read and sign below to make an Order:**

The undersigned accepts the above terms and the above materials and/or labor to be provided by Overhead Doors. The undersigned agrees to pay to Overhead Doors the sum as stated above. In case suit or action is instituted to collect any amounts under this agreement due Overhead Doors, the undersigned promises to pay such additional sums as the court may adjudge reasonable as attorney's fees in said suit or action.

**The contract price is subject to revision if not signed and returned within 30 days of contract date!!**

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



**ROBERT COLBURN ELECTRIC, INC.**

Calif. Contractors License No. 750471  
P.O. Box 3667 Eureka, California 95502

**office phone (707) 445-8474 office fax (707) 445-8475**

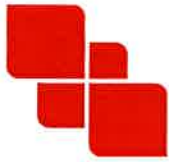
**WORK SHEET**

DATE:

9/8/022

<b>FOR JOB</b>	Cutten Elementary School Modernization		<b>email:</b>
<b>LOCATION</b>			
<b>CITY</b>			

Quantity	ARTICLE	Unit Price		TOTALS
40	Ft. 1/2" EMT	0.76	E/	30.40
4	1/2" EMT Coup.	2.23	E/	8.92
2	1/2" EMT Conn.	2.26	E/	4.52
120	Ft. #12 Wire	0.24	E/	28.80
1	20 amp Bab breaker	70.27	E/	70.27
3	4 square boxes	7.70	E/	23.10
3	4 sq mud rings	3.90	E/	11.70
3	Box Brackets	5.33	E/	15.99
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
		Subtotal		193.70
		Tax 9.25%		17.92
				-
8	Hours Labor	125.00	E/	1,000.00
	OHP	15%		29.06
	<b>Total</b>			<b>1,240.67</b>



— SINCE 1951 —  
**MYERS**  
FOODSERVICE EQUIPMENT  
— SUPPLY & DESIGN —

# Change Order

09/14/2022

**Project:**

Cutten E.S Eureka COR 4  
4182 Walnut Drive  
Eureka, CA 95503

**From:**

Myers Restaurant Supply  
Bill Moritz  
1599 Cleveland Ave  
Santa Rosa, CA 95401  
707-570-1200 155 (Contact)

---

PRICE ESCALATION AND SURCHARGE NOTICE:

As a result of the ongoing pandemic, there remains a significant Global Supply Chain issue that has greatly impacted lead times and created rapid inflation, causing pricing to rise dramatically with very little warning. While we do everything in our power to negotiate with our vendors, to maintain quoted pricing, we are not always successful. Most vendors are now holding quoted pricing for only 7 days, making the business climate quite difficult to manage.

Therefore, we have no choice but to pass on any surcharges and unannounced price increases to you, as they arise. The pricing listed in this quote is valid for a period of **7 days only**, beyond that we will pass on any additional costs that are incurred, upon invoicing. We feel strongly that this is the better option than issuing a mandated surcharge on all orders, that is not something we feel is fair.

Once the business climate gets back to normal, we will lift this notice and action from all of our quotes. We hope that will happen soon. Thank you for your patience and understanding.

FOR ALL GC CONTRACTS/BID WORK:

**Price Increase:** In the event that there are significant increases in the prices and/or surcharges that Subcontractor pays for materials and supplies for the work to be performed between the date the Agreement is signed and the date that materials are purchased for the work to be performed, Subcontractor shall be entitled to additional compensation from Customer as described herein. A significant increase in price is defined herein as an increase as to any specific items of materials and/or surcharges of 1% or more. In such a case, Customer shall pay to Subcontractor, on request, all sums by which the cost to Subcontractor for any such items of materials has increased beyond 1%. This would apply, but not be limited to price and/or surcharge increases in millwork, walk-ins, resin, plexi glass, glass, stainless steel, steel, sheet metal, refrigeration materials, fuel, manufactured products and equipment. Subcontractor is entitled to demonstrate this price increase through the use of quotes, supplier list prices, invoices or receipts, when requested. Subcontractor shall not be responsible for increased prices of materials when caused by delays, shortages or unavailability of materials due to conditions not caused by Subcontractor.

**Shipping Delays:** Due to the current world-wide shipping delays caused from the pandemic, Subcontractor shall not be responsible for any delays to the project schedule that may be affected by this.

Item	Qty	Description	Sell	Sell Total
8.B4	1 ea	<b>PORT TRIM</b> Redding Metal Crafters S/S port trim for pass counter opening 16 ga. 104" x 64 1/2" x 8" Installation included	\$1,581.25	\$1,581.25
			<b>ITEM TOTAL:</b>	<b>\$1,581.25</b>
8.1.B4	1 ea	<b>PASS COUNTER</b> Redding Metal Crafters Insulation of pass counter	\$1,495.00	\$1,495.00
			<b>ITEM TOTAL:</b>	<b>\$1,495.00</b>
			Merchandise	\$3,076.25
			Subtotal	\$3,076.25
			Tax 7.75%	\$238.41
			Total	\$3,314.66

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

Printed Name: \_\_\_\_\_

Project Grand Total: \$3,314.66



Airtight Heating and Sheet Metal

P.O.Box 946  
Fortuna, CA 95540

# Estimate

Date	Estimate #
5/31/2022	8524

Name / Address
Coldwell Banker 910 S. Fortuna Blvd. Fortuna, CA 95540 Job: 4140 Walnut dr, Eureka

P.O. No.	Terms	Due Date	Project
	Due on receipt	5/31/2022	

Description	Cost	Total
<p>We propose to furnish labor and materials to do the following:</p> <ul style="list-style-type: none"> <li>-Remove the existing furnace and supply ducting. (leave return ducting and supply registers)</li> <li>-Install (1) New Rheem 80k BTU 80% furnace. Reconnect to existing flue pipe, supply plenum and gas.</li> <li>-Install New galvanized sheet metal supply ducting. Sealed and wrapped with split 9 fiberglass insulation.</li> </ul> <p>Upgrade to 95% 80k btu furnace add \$ 684.00</p> <p>Add on for Permits, hers testing, and other related cost add \$950.00</p> <p>WE CANNOT START THE JOB UNTIL WE RECEIVE A SIGNED ESTIMATE IN THE OFFICE</p> <p>EXCLUDES: Replacement of return ducting. PRICE INCLUDE SALES TAX</p> <p>If you accept this proposal, please sign the enclosed contract, keep one copy for your records, and mail the original back to us. We thank you for calling upon us for your building needs.</p> <p><b>**THIS ESTIMATE IS ONLY VALID FOR 30 DAYS**</b></p>	8,429.00	8,429.00
		0.00
		0.00
	0.00	0.00
<b>Total</b>		

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
707-725-7415	707-725-9423	assistant@airtightfortuna.com

