Cutler-Orosi Joint Unified School District
Annual Organizational/Regular Meetings of the Board of Trustees
Monday, December 15, 2025
Open Session: 5:30 p.m. - Closed Session 6:30 p.m.

Meeting Location:
District Office - Board Room
12623 Avenue 416
Orosi CA 93647
(559) 528-4763

REGULAR BOARD MEETING AGENDA

ROLL CALL AND ESTABLISHMENT OF QUORUM

	Present	Absent
Sandra Williams, Trustee	_____	_____
Marisol Rubalcaba, Trustee	_____	_____
Delia Martienz, Trustee	_____	_____
Mary Helen Espino, Trustee	_____	_____
Joni Jordan, Trustee	_____	_____
Javier Quevedo, Trustee	_____	_____
Karen Gonzalez, Trustee	_____	_____

Staff:

Yolanda Valdez	___	**Linda Montemayor**	___	**Oscar Villaseñor**	___
Shevonne Swanson	___	**Jayboy Camaquin**	___	**Victoria Guzman**	___
Dr. Brian Zimmerman	___	**Ray Quintana**	___	**Dr. Larissa Goosev**	___
Faith Coleman	___	**Leanne Cerda**	___	**Dr. Diana Vides**	___
Sunsie Tumacder	___	**Veronica Raigoza**	___	**Melissa Delgadillo**	___
Raffi Soghomonian	___	**Laura Gonzalez**	___	**Yovana Castillo**	___
Lisa Castillo	___	**Jody Rush**	___	**COUTA Representative**	___
Antonio Quintanilla	___	**Micaela Macareno**	___	**CSEA Representative**	___

PLEASE BE COURTEOUS AND SILENCE YOUR CELL PHONES. – THANK YOU

Notice to the public: The meetings of the Board are scheduled for the purpose of conducting business of the school district and, therefore, are not public meetings, but rather meetings held in public. Questions regarding procedures and practices should be addressed to your school principal or to the District Superintendent. Members of the public will be given an opportunity to speak at every regular meeting of the Board—3 minutes per speaker and up to 20 minutes total on any given item. To speak, members of the public must fill out a card requesting time. The cards are available at the Board meeting. To place an item on the agenda, arrangements must be made with the Superintendent ten (10) days prior to a regular Board meeting.

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange for an alternative agenda document format or to arrange for aid or services to modify or to accommodate persons with a disability for them to participate in a public meeting, please provide a written request to the Superintendent at the District Office at least three (3) working days prior to any public meeting.

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CALL TO ORDER- REGULAR OPEN SESSION at: Time: _____By: _____

Pledge of Allegiance led by: _____

BOARD GOALS:

1. **Achieve academic excellence and meet the needs of all students in a safe supportive environment.**

2. **Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**

3. **Create efficient and effective systems that are innovative, accountable, and proactive.**

PRESENTATIONS AND REPORTS (non-action items)

Superintendent's Report

- **Palm Elementary School Presentation**
- **Educational Results Partnerships – Honor Roll List**
- **PBIS Recognition**
- **Orosi High School Recognitions**

Student Board Representatives Report

- **Orosi High School Student Board Representative**
- **Alternative School Student Board Representative**

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ANNUAL ORGANIZATIONAL MEETING ITEMS

Item #	Page(s)	Description	Board Goal
I	12	**Elect Board President for the 2026 Calendar Year** Nomination of: _____ By: _____ Nomination of: _____ By: _____ _____/_____ _____/_____/_____ Motion Second Yes No Abstain	3
II	13	**Elect the Board Vice President for the 2026 Calendar Year** Nomination of: _____ By: _____ Nomination of: _____ By: _____ _____/_____ _____/_____/_____ Motion Second Yes No Abstain	3
III	14-18	**Elect the Board Clerk for the 2026 Calendar Year** Nomination of: _____ By: _____ Nomination of: _____ By: _____ _____/_____ _____/_____/_____ Motion Second Yes No Abstain	3
IV	19-20	**Elect the Representative to Vote on 2026 Election of Members to the County Committee on School District Organization** Nomination of: _____ By: _____ Nomination of: _____ By: _____ _____/_____ _____/_____/_____ Motion Second Yes No Abstain	3
V	21-22	**Set the Location, Date and Time for Each Regular Meeting for the 2026 Calendar Year** _____/_____ _____/_____/_____ Motion Second Yes No Abstain	3

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ANNUAL ORGANIZATIONAL MEETING ITEMS – continued

VI	**23-24**	**Authorization of Agents to Sign Orders in the Name of the Governing Board for the 2026 Calendar Year**	**3**

_____/_____ _____/_____/_____
Motion Second Yes No Abstain

VII	**25**	**Select the Board Representative and Alternate Representative for the Valley Regional Occupational Program for the 2026 Calendar Year**	**3**

_____/_____ _____/_____/_____
Motion Second Yes No Abstain

RECESS
Motion for recess made by: _____
Motion Seconded by: _____
Recess called _____ p.m.
_____/_____/_____
Yes No Abstain Recess closed at _____p.m.

PUBLIC COMMENTS FOR CONSENT/ CURRICULUM & INSTRUCTION AND ADMINISTRATIVE /ORGANIZATIONAL ITEMS INCLUDED ON THE AGENDA:
Time is allocated for members of the public to comment on issues of concern related to District business. Action and/or discussion cannot be taken by the Board on items not already on the agenda. Persons wishing to address the Board must fill out a card which will indicate their names, addresses, group or organization they represent, and subject upon which they intend to speak. Individuals are requested to limit their comments to 3 minutes per speaker and up to 20 minutes total on any given item.

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CONSENT ITEMS

Item #	Page #	Description	Goal #
1	26-38	Minutes of the Regular Board Meeting Dated November 13, 2025	3
2	39-40	Minutes of the Special Board Meeting Datd December 1, 2025	3
3	41-49	Accounts Payable Total Payments Report Dated October 29, 2025, through November 18, 2025	3
4	50-54	Budget Revision #5	1, 2, 3
5	55-56	November Cash Balance Report	1, 2, 3
6	57-58	Interdistrict Transfer Requests	1, 3
7	59-60	Approve Frederic Bacon-Shone Memorial Fund Grant for Orosi High School	1
8	61-87	Approve Memorandum of Understanding with 6Crickets for Expanded Learning Management Basic Tool Services	1
9	88-103	Ratify 2025-2026 Speech Therapy Link Service Agreement for School Staffing	3
10	104-109	2025-2026 California Healthy Kids Survey	1, 3
11	110-113	Approve Service/Collaborative Partnership Agreement for Orosi Community Based Instruction	2
12	114-115	Approval of Clever Identify Data Management (IDM) Services	3
13	116-117	Approve Memorandum of Understanding for the High Road Training Program (HRTP) with California School Nurses Organization	3
14	118-131	Ratification of Memorandum of Understanding with TCOE for New Teachers and Leadership Development Program	3
15	132	Addition of Contractors to the District's Cost Accounting Prequalification List (CUPCCAA)	3
16	133	Addition to Contractor Prequalification List	3
17	134-136	Update Administrative Regulation 3311.1 – Uniform Public Construction Cost Accounting Procedures	3

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CONSENT ITEMS – continued

Motion to approve Item #1- 17 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

CURRICULUM/ INSTRUCTION ITEMS

18	**137**	**December Curriculum and Instruction Report**	**1**

Motion to approve Item #18 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

19	**138**	**Approve Proposed Early Graduates**	**1**

Motion to approve Item #19 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

ADMINISTRATIVE/ORGANIZATIONAL ITEMS

20	**139**	**Public Hearing for Annual Developer Fee Report 2024-25**	**3**

Hearing Start Time: _____ Hearing End Time: _____

21	**140-146**	**24-25 Annual Developer Fee Report**	**3**

Motion to approve Item #21 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

22	**147**	**2024-2025 First Interim Report**	**3**

Motion to approve Item #22 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

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23	**148-150**	**Resolution No. 2025-2026-08 in the Matter of Reduction of Classified Services For the 2025-2026 School Year**	**3**

Motion to approve Item #23 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

24	**151-158**	**Approval of ARC Facilities Digitization Service Proposal and Amendment**	**3**

Motion to approve Item #24 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

25	**159-165**	**Approval of Bond Oversight Committee Bylaws**	**3**

Motion to approve Item #25 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

26	**166-168**	**First Reading of New Board Policy 5138: Conflict Resolution/Peer Mediation**	**3**

Motion to accept Item #26 made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

27	**168-170**	**Second Reading and Adoption of New Board Policy 5141: Health Care and Emergencies**	**3**

Motion to approve Item #27made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

PUBLIC COMMENTS CLOSED SESSION ITEMS:

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CLOSING ACTIVITIES: The Governing Board members have an opportunity to comment.

Motion to adjourn to Closed Session at _____ p.m. made by: _____
Motion Seconded by: _____
_____/_____/_____
Yes No Abstain

CLOSED SESSION

Board Goal

Item A
Page(s)
171-173

Personnel (Gov. Code 54957): The Board will meet to consider Public Employee for:

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Bilingual Instructional Aide at Lovell High School, effective November 3, 2025.
2. Food Service Worker II at El Monte Middle School, effective November 10, 2025.
3. Teacher at Cutler Elementary School, effective December 1, 2025.

PROMOTIONS/REASSIGNMENTS:

4. from Bilingual Instructional Aide to Grant Funded Outreach Aide at the Family Education Center, effective December 1, 2025. GRANT FUNDED
5. from 3.5-hour Food Service Worker II to 4-hour Food Service Worker II, effective December 1, 2025.
6. from Custodian to Custodian Bus Driver, effective November 24, 2025.

RESIGNATIONS/RETIREMENTS:

7. Custodian Bus Driver at El Monte Middle School, resigned effective November 5, 2025.
8. Bilingual Instructional Aide at Lovell High School, resigned effective November 4, 2025.
9. Custodian Bus Driver at Palm Elementary School, resigned effective November 28, 2025.
10. Custodian Bus Driver at Golden Valley Elementary School, resigned effective November 17, 2025.
11. Speech Language Pathologist Assistant District Wide, resigned effective November 30, 2025.
12. Custodian Bus Driver at El Monte Middle School, resigned effective November 5, 2025.
13. Special Education Aide at Palm Elementary School, will retire effective December 30, 2025.
14. Counselor II, at Orosi High School, resigned effective December 19, 2025.
15. Educational Social Worker, resigned effective November 21, 2025.

LEAVES: (Statutory – For Informational Purposes):

16. Recreation & Enrichment Aide at Cutler Elementary, on Maternity Leave

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beginning November 22, 2025 through 6-8 weeks post-partum.

17. Teacher at Cutler Elementary, on Maternity Leave beginning December 1, 2025 through 6-8 weeks post-partum.
18. Teacher at El Monte Middle School, on Baby Bonding Leave beginning November 5, 2025 through December 19, 2025.

LEAVES: (Statutory – For Informational Purposes): continued

19. Teacher at Palm Elementary, on Baby Bonding Leave beginning January 12, 2026 through January 23, 2026.
20. Teacher at Lovell High School, on Baby Bonding Leave beginning November 3, 2025 through November 14, 2025.
21. Academic Coach at District Wide, on Baby Bonding Leave beginning November 17, 2025 through December 19, 2025.
22. Bachelor Social Worker at Family Education Center, on Baby Bonding Leave beginning November 19, 2025 through January 2, 2026.
23. Instructional Aide at Cutler Elementary, on Baby Bonding Leave beginning January 12, 2026 through February 2, 2026.

Motion to approve Item A - Public Employee Appointment/Employment for the position(s) listed made by: _____ Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

Item B **Public Employee Discipline/Dismissal/Release, G.C. 54957** 3

Motion to approve Item B - Public Employee Discipline Dismissal Release made by: _____Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

Item C **Conference with Labor Negotiators – Gov. Code Section 54957.6, 3549.1 – (Non-Action discussion item only)** **3**

District Designated Representatives: Yolanda Valdez
Craig Drennan
Dr. Ken Caves

Employee Organization: COUTA
CSEA Chapter #253

Unrepresented Employees: Confidential/Management
(all positions in this group)

Adjournment to Open Session:

Motion to adjourn Closed Session at _____ p.m. and reconvene into

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Open Session made by: _____ Motion Seconded by: _____

____/_____/_____
Yes No Abstain

REPORTING OF CLOSED SESSION ITEMS

Item A **Personnel (Gov. Code 54957): The Board will meet to consider Public Employee for:** 3
EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Bilingual Instructional Aide at Lovell High School, effective November 3, 2025.
2. Food Service Worker II at El Monte Middle School, effective November 10, 2025.
3. Teacher at Cutler Elementary School, effective December 1, 2025.

PROMOTIONS/REASSIGNMENTS:

4. from Bilingual Instructional Aide to Grant Funded Outreach Aide at the Family Education Center, effective December 1, 2025. GRANT FUNDED
5. from 3.5-hour Food Service Worker II to 4-hour Food Service Worker II, effective December 1, 2025.
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RESIGNATIONS/RETIREMENTS:

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14. Counselor II, at Orosi High School, resigned effective December 19, 2025.
15. Educational Social Worker, resigned effective November 21, 2025.

LEAVES: (Statutory – For Informational Purposes):

16. Recreation & Enrichment Aide at Cutler Elementary, on Maternity Leave beginning November 22, 2025 through 6-8 weeks post-partum.

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LEAVES: (Statutory – For Informational Purposes): continued

19. Teacher at Palm Elementary, on Baby Bonding Leave beginning January 12, 2026 through January 23, 2026.
20. Teacher at Lovell High School, on Baby Bonding Leave beginning November 3, 2025 through November 14, 2025.
21. Academic Coach at District Wide, on Baby Bonding Leave beginning November 17, 2025 through December 19, 2025.
22. Bachelor Social Worker at Family Education Center, on Baby Bonding Leave beginning November 19, 2025 through January 2, 2026.
23. Instructional Aide at Cutler Elementary, on Baby Bonding Leave beginning January 12, 2026 through February 2, 2026.

Item B **Public Employee Discipline/Dismissal/Release, G.C. 54957** **3**

Item C **Conference with Labor Negotiators – Gov. Code Section 54957.6, 3549.1 – (Non-Action discussion item only)** **3**

CLOSING ACTIVITIES: The Governing Board members have an opportunity to comment.

The next Regular Meeting of the Board of Trustees will be held on Thursday, January 8, 2026, with Open Session beginning at 5:30 p.m. and Closed Session at 6:30 p.m. The Board Meeting will take place at the COJUSD Board Room – 12623 Avenue 416, Orosi CA 93647.

ADJOURNMENT: Motion to adjourn the meeting made by: _____
Motion Seconded by: _____

_____/_____/_____
Yes No Abstain

Meeting adjourned at: _____ p.m.

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CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Annual Organizational Meeting Agenda
December 15, 2025

AGENDA SECTION: **ANNUAL ORGANIZATIONAL MEETING**

AGENDA ITEM: **ELECT BOARD PRESIDENT FOR THE 2026 CALENDAR YEAR**

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION:

Each year, at the Board Annual Organizational Meeting, the Board elects a member to serve as Governing Board President. This Election is to be conducted by the Superintendent serving as Secretary of the Board for the 2026 calendar year.

ITEM SUBMITTED AND APPROVED BY: *Name of Administrator who reviewed and approved this item: Yolanda Valdez, Superintendent*

BOARD GOAL:

- ☐ 1. **Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ 2. **Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ 3. **Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the election of the Board President for the 2026 calendar year.**

PROPOSED ACTION: **APPROVE**

Item: I

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Annual Organizational Meeting Agenda
December 15, 2025

AGENDA SECTION: **ANNUAL ORGANIZATIONAL MEETING**

AGENDA ITEM: **ELECT BOARD VICE PRESIDENT FOR THE 2025 CALENDAR YEAR**

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION:

Each year, at the Board Annual Organizational Meeting, the Board elects a member to serve as Governing Board Vice President for the 2026 calendar year. This Election is to be conducted by the Board President.

ITEM SUBMITTED AND APPROVED BY: *Name of administrator who reviewed and approved this item: Yolanda Valdez, Superintendent*

BOARD GOAL

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the election of the Board Vice President for the 2026 calendar year.**

PROPOSED ACTION: **APPROVE**

Item: II

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Annual Organizational Meeting Agenda
December 15, 2025

AGENDA SECTION: **ANNUAL ORGANIZATIONAL MEETING**

AGENDA ITEM: **ELECT BOARD CLERK FOR THE 2026 CALENDAR YEAR**

ATTACHMENTS: **CERTIFICATION OF DISTRICT CLERK ELECTION AND STATEMENT OF FACTS ROSTER OF PUBLIC AGENCIES FILING FOR 2026**

FUNDING SOURCE: **N/A**

DISCUSSION:

Each year, at the Board Annual Organizational Meeting, the Board elects a member to serve as Governing Board Clerk for the 2026 calendar year. This Election is conducted by the Board President.

ITEM SUBMITTED AND APPROVED BY: *Name of administrator who reviewed and approved this item: Yolanda Valdez, Superintendent*

BOARD GOAL

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the election of the Board Clerk for the 2026 calendar year.**

PROPOSED ACTION: **APPROVE**

Item: III

CERTIFICATION OF DISTRICT CLERK ELECTION

Instructions: Pursuant to Education Code 35143(e), at the annual meeting the governing board shall elect one of its members as clerk of the district.

WE HEREBY CERTIFY that, at a meeting of the Governing Board of the

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT held on

December _15_, 2025

_____
(insert name of district clerk)

board member, was duly elected clerk of the district.

_____ _____

_____ _____

_____ _____

_____ _____
Signatures of Members of the Board

Pursuant to Education Code §35022, governing boards with five (5) or more members shall elect a president from among its members at each annual meeting.

Complete the remaining officer positions applicable to your district below.

Name of duly elected Board President: _____

Name of duly elected Board Vice President: _____

Distribute as follows:

Copy to: Vanessa Cantu, Business Services
Tulare County Office of Education
Vanessa.cantu@tcoe.org

Secretary of State
Registry of Public Agencies
(Government Code section 53051)

SF-405

IMPORTANT — Read Instructions before completing this form.

There is **No Fee** for a Registry of Public Agencies filing

Copy Fees – First page $1.00; each attachment page $0.50; Certification Fee - $5.00

This Space For Office Use Only

1. Type of Filing (Check one.)

- ☐ Initial Filing (first Registry of Public Agencies filing for an agency)
- ☐ Updated Filing (change to an existing Registry of Public Agencies record)

2. Agency Information

a. Full Legal Name of Public Agency	
b. Nature of Update (complete if Updated Filing)	
c. County	d. Official Mailing Address

3. Chairperson, President, or Other Presiding Officer

a. Name	b. Title
c. Business or Residence Address	

4. Clerk or Secretary

a. Name	b. Title
c. Business or Residence Address	

5. Other Members of the Governing Board (Enter as many as applicable. Attach additional pages for additional members.)

Name	Business or Residence Address
Name	Business or Residence Address
Name	Business or Residence Address
Name	Business or Residence Address
Name	Business or Residence Address

6. Date and Sign Below (Additional members set forth on attached pages, if any, are incorporated herein by reference and made part of this Form SF-405, Registry of Public Agencies.)

Date _____ Signature _____ Type or Print Name _____

Instructions for Completing the Registry of Public Agencies (Form SF-405)

The governing body of a public agency is required, within 70 days after the commencement of the agency's legal existence, to file a specified statement of facts about the agency with the Secretary of State. This information is also required to be updated within 10 days of a change to it.

Fees:

- **Filing Fee:** There is **no fee** for a Registry of Public Agencies filing.

Copies: To obtain copies or certified copies of the filed document, include payment for copy fees and certification fees at the time the document is submitted. Copy fees are $1.00 for the first page and $0.50 for each additional page. For certified copies, there is an additional $5.00 certification fee, per copy.

Payment Type: Check(s) or money orders should be made payable to the Secretary of State. **Do not send cash by mail.** If submitting the document in person in our Sacramento office, payment also may be made by credit card (Visa or Mastercard).

If you are not completing this form online, please **type or legibly print** in black or blue ink. **Complete the Registry of Public Agencies (Form SF-405) as follows:**

Item	Instruction	Tips
1.	You must check the appropriate box (**check one**).	• If this is the first Registry of Public Agencies filing for an agency, check "Initial Filing". • If this is a change to an existing Registry of Public Agencies record, check "Updated Filing".
2a.	Enter the full legal name of the public agency.	
2b.	Indicate the nature of the update if this is an updated filing.	• Leave this blank for initial filings. • For updated filings, list information that has changed.
2c.	Enter the county or counties in which the agency operates.	• List as many as applicable. If additional space is required, attach additional pages.
2d.	Enter the agency's official mailing address.	• The **complete address** is required, including the street name and number, city, state, and zip code. • P.O. box is acceptable.
3a.	Enter the Chairperson, President, or Other Presiding Officer's name.	
3b.	Enter the Chairperson, President, or Other Presiding Officer's official title.	• Include the full official title.
3c.	Enter the Chairperson, President, or Other Presiding Officer's business or residence address.	• A **complete address** is required, including the street name and number, city, state, and zip code.
4a.	Enter the Clerk or Secretary's name.	
4b.	Enter the Clerk or Secretary's official title.	• Include the full official title.

4c.	Enter the Clerk or Secretary's business or residence address.	• A **complete address** is required, including the street name and number, city, state, and zip code.
5.	Enter the name and business or residence of any other members of the agency's governing board, if applicable.	• A **complete address** is required, including the street name and number, city, state, and zip code. • Attach additional pages if additional space is required.
6.	Date, sign, and print the name of the individual completing the form.	

Where to File: Completed forms along with the applicable fees, if any can be mailed to Secretary of State, Special Filings Unit, P.O. Box 942870, Sacramento, CA 94277-2870 or delivered in person (drop off) to the Sacramento office, 1500 11th Street, 2nd Floor, Sacramento, CA 95814. This form is filed only in the Sacramento office.

Legal Authority: General statutory filing provisions are found in Section 53051. All statutory references are to the California Government Code, unless otherwise stated.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Annual Organizational Meeting Agenda
December 15, 2025

AGENDA SECTION: **ANNUAL ORGANIZATIONAL MEETING**

AGENDA ITEM: **ELECT REPRESENTATIVE TO VOTE IN THE ELECTION OF COUNTY COMMITTEE MEMBERS ON DISTRICT ORGANIZATIONAL MATTERS FOR THE 2026 CALENDAR YEAR**

ATTACHMENTS: **2026 BOARD REPRESENTATIVE SELECTION FORM**

FUNDING SOURCE: **N/A**

DISCUSSION:

Each year, at the Board Annual Organizational Meeting, the Board elects a member to serve as the District's Representative to vote in the election of County Committee Members on District Organizational matters. The election occurs at the Annual County School Boards Association meeting. The trustee elected to the committee meets several times a year.

ITEM SUBMITTED AND APPROVED BY: ***Name of administrator who reviewed and approved this item: Yolanda Valdez, Superintendent***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends that the Board approve the 2026 Representative to Vote on the Election of County Committee Members on District Organizational Matters.**

PROPOSED ACTION: **APPROVE**

Item: IV

BOARD REPRESENTATIVE TO VOTE IN 2026 ELECTION OF COUNTY COMMITTEE MEMBERS

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Pursuant to Education Code §35023, at its annual organizational meeting, this governing board has selected the following board member:

_____
(Name of Selected Board Representative)

as its representative to participate in the 2026 election of members to the County Committee on School District Organization.

It is understood that the responsibility of the above representative is to take part in the 2026 election of county committee members.

Date: December __15_, 2025

By_____
Clerk/Secretary of the Board

Distribute as follows:

Copy to: Vanessa Cantu, Business Services
Tulare County Office of Education
Vanessa.cantu@tcoe.org

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Annual Organizational Meeting Agenda
December 15, 2025

AGENDA SECTION: **ANNUAL ORGANIZATIONAL MEETING**

AGENDA ITEM: **SET THE DATE, TIME AND LOCATION FOR REGULAR BOARD MEETINGS FOR THE 2026 CALENDAR YEAR**

ATTACHMENTS: **2025 BOARD MEETING CALENDAR**

FUNDING SOURCE: **N/A**

DISCUSSION:

Each year the Governing Board is required to set the location, day, and time for the regular board meetings. The Superintendent recommends that the Board's regular meetings be conducted at the Cutler-Orosi Joint Unified School District Office – Board Room located at 12623 Avenue 416, Orosi Ca 93647, on the Second Thursday of each month at 5:30 p.m., unless otherwise posted.

ITEM SUBMITTED AND APPROVED BY: *Name of administrator who reviewed and approved this item: Yolanda Valdez, Superintendent*

BOARD GOAL

- [ ] **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [x] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the proposed meeting dates, time and location for the 2026 calendar year.**

PROPOSED ACTION: **APPROVE**

Item: V

The Superintendent recommends the Board's regular meeting be conducted at Cutler-Orosi Joint Unified School District Office – Board Room located at 12623 Avenue 416 Orosi Ca 93647 on the Second Thursday of each month at 5:30 p.m., unless otherwise posted.

The proposed dates are as follows:

- Thursday, January 8, 2026 –Second Thursday
- Thursday, February 12, 2026 -Second Thursday –El Monte Middle School Presentation
- Thursday, March 12, 2026 -Second Thursday –Alternative Ed. Schools Presentation
- Thursday, April 9, 2026 -Second Thursday –Orosi High School Programs Presentations. *The meeting will be held at Orosi High School*
- Thursday, April 23, 2026 – Fourth Thursday. The meeting will include College of the Sequoias President Presentation and Orosi High School Senior Voice Session. *The meeting will be held at Orosi High School*
- Thursday, May 14, 2026 -Second Thursday. The meeting will include district retirement recognitions. *The meeting will be held at Orosi High School beginning at 3:30 p.m.*
- Thursday, June 11, 2026 –Second Thursday. The meeting will include Public Hearing presentations on the LCAP and Budget.
- Thursday, June 18, 2026 – Third Wednesday, Final approval of LCAP and Budget
- July –No scheduled meeting
- Thursday, August 13, 2026 -Second Thursday
- Thursday, September 10, 2026 -Second Thursday
- Thursday, October 8, 2026 -Second Thursday
- Thursday, November 12, 2026 –Second Thursday
- Monday, December 14, 2025 – Second Monday-Annual Organizational Meeting Items and 1st Interim Budget Report/Budget Overview (Annual organizational meeting window 12/1 -12/20 and deadline for 1st interim 12/15)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Annual Organizational Meeting Agenda
December 15, 2025

AGENDA SECTION: **ANNUAL ORGANIZATIONAL MEETING**

AGENDA ITEM: **AUTHORIZE AGENTS TO SIGN SCHOOL ORDERS FOR THE 2026 CALENDAR YEAR**

ATTACHMENTS: **AUTHORIZED SIGNATURES FOR CALENDAR YEAR 2026**

FUNDING SOURCE **N/A**

DISCUSSION:
Each year the Board of Trustees must file with the County Superintendent of Schools with the verified signatures of each person authorized to sign orders on behalf of the Governing Board.

The Superintendent recommends the Board authorize the people named on the attached list to sign orders on their behalf. The list will be submitted to the County Superintendent of Schools after all signatures have been obtained.

ITEM SUBMITTED AND APPROVED BY: ***Name of administrator who reviewed and approved this item: Yolanda Valdez, Superintendent***

BOARD GOAL

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends that the Board approve the individuals on the attached list to sign on their behalf for the 2026 Calendar Year.**

PROPOSED ACTION: **APPROVE**

Item: VI

AUTHORIZED SIGNATURES FOR CALENDAR YEAR 2026

This form is for Tulare County Office of Education use only.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

In accordance with Education Code §42633, the governing board of the above school district hereby files with the county superintendent of schools the verified signature of each person authorized to sign orders in its name.

At a special/regular meeting of the governing board of the above-captioned school district, held on the _15__ day of December, 2025, the following person(s), or a majority of them, each and every one of whom is an OFFICER or EMPLOYEE of the school district and whose signature appears opposite their name below, was/were authorized to sign orders in the name of said governing board.

THIS AUTHORIZATION SUPERSEDES ALL PREVIOUS AUTHORIZATIONS.

	Type or Print Name Here:	Signature Here:
1.	Sandra Williams	
2.	Marisol Rubalcaba	
3.	Delia Martinez	
4.	Mary Helen Espino	
5.	Joni Jordan	
6.	Javier Quevedo	
7.	Karen Gonzalez	
8.	Yolanda Valdez	
9.	Shevonne Swanson	
10.	Brian Zimmerman	
11.	Faith Price	

BY ORDER OF THE GOVERNING BOARD OF THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

Date: December __15_, 2025

By_____
Clerk/Secretary of the Board

Distribute as follows:

Copy to: Vanessa Cantu, Business Services, TCOE (vanessa.cantu@tcoe.org)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Annual Organizational Meeting Agenda
December 15, 2025

AGENDA SECTION: **ANNUAL ORGANIZATIONAL MEETING**

AGENDA ITEM: **SELECT THE BOARD REPRESENTATIVE AND ALTERNATE REPRESENTATIVE FOR THE VALLEY REGIONAL OCCUPATIONAL PROGRAM FOR THE 2026 CALENDAR YEAR**

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION:

Each year, at the Board Annual Organizational Meeting, the Board elects a member to serve as the District Representative and an Alternate Representative to the Valley Regional Occupational Program.

ITEM SUBMITTED AND APPROVED BY: ***Name of administrator who reviewed and approved this item: Yolanda Valdez, Superintendent***

BOARD GOAL

- [ ] **1. Achieve academic excellence and meet the needs of all students in a safe and supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [x] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends that the Board approve the election of the District Representative and Alternate Representative to the Valley Regional Occupational Program for the 2026 Calendar Year.**

PROPOSED ACTION: **APPROVE**

Item: VIII

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
November 13, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE REGULAR BOARD MEETING DATED NOVEMBER 13. 2025**

ATTACHMENTS: **MINUTES OF THE REGULAR BOARD MEETING DATED NOVEMBER 13. 2025**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Regular Meeting of the Board of Trustees was held on November 13, 2025. Attached for review and approval are the minutes from the meeting.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Yolanda Valdez, Superintendent***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Regular Board Meeting Minutes Dated November 13, 2025.**

PROPOSED ACTION: **APPROVE**

Item #: 1

Cutler-Orosi Joint Unified School District
Office Phone Number:(559) 528-4763
Meeting Location:
Cutler-Orosi JUSD – Board Room
12623 Avenue 416
Orosi CA 93647

MINUTES OF THE BOARD OF TRUSTEES REGULAR BOARD MEETING

Regular	5:30 p.m.	Thursday, November 13, 2025
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees	**District Office Administration**		**School Site Administration**
Sandra Williams, Board President	Yolanda Valdez	Jayboy Camaquin	Oscar Villaseñor
Marisol Rubalcaba, Vice President	Shevonne Swanson	Ray Quintana	Victoria Guzman
Delia Martinez, Board Clerk	Dr. Brian Zimmerman	Leanne Cerda	Dr. Larissa Goosev
Mary Helen Espino, Trustee	Sunsie Tumacder	Veronica Raigoza	Dr. Diana Vides
Joni Jordan, Trustee	Raffi Soghomonian	Laura Gonzalez	Melissa Delgadillo
Javier Quevedo, Trustee	Lisa Castillo	Jody Rush	Yovana Castillo
Karen Gonzalez, Trustee	Antonio Quintanilla	Micaela Macareno	

ALL TO ORDER

Board President Sandra Williams called the meeting to order at 5:30 p.m.

Pledge of Allegiance:

Board Vice President Marisol Rubalcaba led the Flag Salute.

Superintendent Presentations/ Reports – Non- Action Items

- **Golden Valley Elementary Elementary School Presentation**

Superintendent Valdez introduced Golden Valley Principal Melissa Delgadillo who along with Golden Valley Learning Director presented the following recognitions. Ms. Delgadillo presented their video game themed decorated bulletin board and informed the Board Golden Valley student Alonzo de La Cueva had recently won a county art contest where his artwork would be included in the Tulare County Ag Annual Calendar. She stated he also won best of show at the Golden Valley Art Showcase.

Classified Employee of the Year Diana Guerra
Certificated Employee of the Year Chayla Lambert

Kindergarten, Rubea Luzan presented by Teacher Brian Smith
1st grade, Luis Duarte presented by Teacher, Señora Núñez
2nd grade, Jaheila Agpalza presented by Teacher, Miss. Hernandez
3rd grade, Michael Picazo presented by Learning Director Norma Lupa
4th grade, Dylan Pacheco presented by Teacher, Chayla Lambert
5th grade, Reynaldo Román Presented by Teacher, Mr. Montemayor

- **Kaweah Health Grant Award Presentation**

Kaweah Health provided a presentation of a grant award to the Cutler-Orosi Early Education Program. They awarded Golden Valley and Cutler preschool program with the LEAP Award.

- **Leaders and Lures Recognition**

Superintendent Valdez and the Board Presented Dylan Lee of the Leaders and Lures program with a plaque and recognition for his support in offering district students with a baseball program free to the community. She stated they appreciated him coming back to the community and providing great opportunities to the students.

- **Tulare County Library Remodel Project**

Tulare County librarian Darla Wagner of the Orosi branch library presented information and a presentation on the upcoming remodel and upgrades planned for the Orosi County Library. She informed the remodel was to be completed by January 2027. Trustee Joni Jordan state she appreciated the pop-up libraries they had been offering the Sequoia Community Center in badger. Board President Williams asked when the project was expected to start. Ms. Wagner stated plans had not yet been approved but as soon as they were they'd start the project.

• **Orosi High School HOSA Student Presentation**	Orosi high School HOSA students provided a presentation on their program and current activities.
• **Alt. Ed. Presentation**	Ruby Figueroa Student Board Representative for The Alternative Education Programs provided a presentation about past, current and upcoming events and activities for Alternative education programs.
• **OHS Presentation**	Michelle Avila Student Board Representative for Orosi High School provided a presentation about past, current and upcoming events and activities for the high school. College and Carrer Readiness Director Lisa Castillo informed 10th, 11th and a 12th grade student of OHS had won a bike and helmet an award for their winning art submission in the Tulare County Ag. Art Contest for their Annual Calendar. El Monte teacher Lindsay Mendoza acknowledged Food Services Director Jody Rush for providing a presentation to the students who participated in the recent Speech and Debate competition.
Recess	A motion was made by Trustee Delia Martinez seconded by Trustee Marisol Rubalcaba to go into recess at 6:24 pm. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes Recess Closed at 6:33 p.m.
Public Comments:	No added questions or comments were presented.
Consent Items: 1 Minutes of the Regular Board Meeting Dated October 9, 2025 2 Minutes of the Special Board Meeting Dated November 3, 2025 3 Accounts Payable Total Payment Report Dated September 30, 2025, through October 28, 2025 4 October Cash Balance Report 5 Budget Revision #4 6 Interdistrict Transfer Request 7 Approval of Overnight Disney Imagination Campus Trip	

8	2025-2026 Services Agreement with Elevation Physical Therapy
9	Approve College and Career Access Pathways Partnership (CCAP) Memorandum of Understanding (MOU) with College of the Sequoias (COS) for Dual Enrollment (DE)
10	Approve of Memorandum of Understanding (MOU) with Kaweah Health Cal Fresh Living Program
11	Approve Work Based Learning (WBL): Regional San Joaquin Discovery Leadership Conference Overnight Stay
12	Accept the Quarterly Williams Uniform Complaint Report for July-September 2025
13	Ratification of Data Sharing Agreement with MGT Impact Solutions, LLC
14	Approval of Renewal Agreement with Cintas Corporation for Uniform Rental Services
15	Ratification of Jones Hall LLP Legal Services Agreement for Renewable Energy Tax Credit Program
16	Update Board Policy and Administrative Regulation 3515.4 – Recovery for Property Loss or Damage
17	Update Board Policy 4033 – Lactation Accommodation
18	Update Administrative Regulation 4119.12, 4219.12, 4319.123 – Title IX Sexual Harassment Complaint Procedures
19	Update Board Policy and Administrative Regulation 4219.11, 4319.11 – Sexual Harassment
20	Update Board Policy and Administrative Regulation 5142 – Safety
21	Update Board Policy and Administrative Regulation 6141.2 – Recognition of Religious Beliefs and Customs

Board President Williams presented the Consent Items. Superintendent Valdez informed there were questions or comments card received from the audience. She stated

22	Update Board Policy 6146.1 – High School Graduation Requirements	there was a comment from the Board requesting that all overnight trips be presented with 30 days advanced notice.
23	Update Board Policy and Administrative Regulation 5113.12 – District School Attendance Review Board	A motion was made by Trustee Javier Quevedo seconded by Trustee Joni Jordan to approve Items #1-25. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
24	Update Board Policy and Administrative Regulation 5113 – Absences and Excuses	
25	Update Administrative Regulation 5141: Healthcare and Emergencies	
Curriculum/Instruction Items:		
26	Curriculum and Instruction Report	Board President Williams presented the Curriculum and Instruction Items. Assistant Superintendent Shevonne Swanson presented the Curriculum and Instruction Report on CAASP test results for the District. She stated the district was celebrating a 4% increase overall in ELA. She presented information on the overall gains of the district. She also shared test scores for district subgroups. She stated they were very happy to have increase and would continue to work in areas of concern by providing the support needed to students and staff. A motion was made by Trustee Marisol Rubalcaba seconded by Trustee Joni Jordan to approve Items #26. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
27	Approve Proposed Early Graduates	Board President Williams presented Item #27. Mrs. Swanson informed all graduation requirements had been completed by all three students presented for approval. She informed they met all the criteria to receive their diploma. A motion was made by Trustee Mary Helen Espino seconded by Trustee Joni Jordan to approve the report for Item #27. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes Board President Williams presented Item #28. Mrs. Swanson stated the items presented were all obsolete and no longer functional as shown in photos attached. She stated because the items were federally funded, board approval was required before disposal.

28	Approve Disposal of Obsolete Instructional Materials and Equipment	A motion was made by Trustee Delia Martinez seconded by Trustee Javier Quevedo to approve Item #28. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
29	Approve New Course: Auto Body and Paint I	Board President Williams presented Item #29. Mrs. Swanson informed Items 29 and 30 were both for the same program. She presented an updated course outline for Item #30 and informed the perquisite listed in the original outline presented was incorrect. She stated the prerequisite course now listed was offered at OHS. Truste Joni Jordan asked how many students participated in the course. College and Career Director Lisa Castillo stated there was 5 students Participating. She stated the local business owner was teaching at his location through Valley ROP. A motion was made by Trustee Delia Martinez, seconded by Trustee Javier Quevedo to approve Item #29. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes
30	Approve New Course Auto Body and Paint II	A motion was made by Trustee Delia Martinez, seconded by Trustee Javier Quevedo to approve Item #30 with the corrected made to the corrected prerequisite course as presented. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez - Yes Board President Williams presented Item #31. Superintendent Valdez stated it was requested the Annual Organizational meeting be held on Monday, December 15th to align with the deadline for the interim report. Trustee Delia Martinez noted page 13 on the Agenda still listed the Thursday date and noted it should be corrected to Monday the 15th.
Administrative/Organizational Items:		
31	Set the Meeting Date for the 2025 Annual Organizational Meeting	A motion was made by Trustee Joni Jordan, seconded by Trustee Javier Quevedo to approve Item #31 with the correction to the agenda as noted. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes

		Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
32	Approve Amended 2025-2026 District Calendar	Board President Williams presented Item #32. Superintendent stated the calendar was being presented for board approval as the December meeting date was changed and it was also requested that the January meeting dated be changed to January 8th to continue with the Thursday meeting pattern. A motion was made by Trustee Karen Gonzalez, seconded by Trustee Delia Martinez to approve Item #32. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
33	Approval of Teacher Assignments Under Subject Matter Verification for the 2025-2026 School Year	Board President Williams presented Item #33. Assistant Superintendent Brian Zimmerman informed this was routine item. A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to approve Item #33. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo - Yes Karen Gonzalez – Yes
34	Approval of Additional Hours to Two (2) Food Servies Worker II Positions	Board President Williams presented Item #34. Dr. Zimmerman informed the additional hours were being requested by the food services department to accommodate the support needed. Board President Williams asked if this was a permanent change. Dr. Zimmerman stated it was. A motion was made by Trustee Javier Quevedo, seconded by Trustee Marisol Rubalcaba to approve for first reading Items #34. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes

35	Current Expense of Education Waiver for 2024-2025 Expenditures	Board President William presented Item #35. Dr. Zimmerman informed the item was presented to report on expenditure percentages during the fiscal year on salaries of classroom teachers and instructional aides needed to apply for the waiver. A motion was made by Javier Quevedo, seconded by Marisol Rubalcaba to approve Item #35. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
36	Approval of Deductive Change Order for California Commercial Pools	Board president Williams presented Item #36. Facilities Director informed the following 4 items were deductive change orders for projects changes made that resulted in a deduction in cost. A motion was made by Trustee Delia Martinez, seconded by Javier Quevedo to approve Item #36. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
37	Approval of Deductive Change Order for Alta Fencing Company	A motion was made by Trustee Delia Martinez, seconded by Joni Jordan to approve Item #37. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
38	Approval of Deductive Change Order for Anaya Construction	A motion was made by Trustee Delia Martinez, seconded by Marisol Rubalcaba to approve Item #38. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
39	Approval of Deductive Change Order for Rainscape	A motion was made by Trustee Javier Quevedo, seconded by Delia Martinez to approve Item #39. The motion was approved with a vote of 7 to 0 with the votes as follows:

		Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
40	Approve Career Technical Education Plans for CTEFT Grant Application	Board President Williams presented Item #40. Superintendent Valdez informed the deadline for the application is December, however the goal was to have it completed before the deadline. A motion was made by Trustee Delia Martinez, seconded by Karen Gonzalez to approve Item #40. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
41	Second Reading and Adoption of New Board Policy 0415 - Equity	Board President Williams Item 41-45 had been presented for reading at the previous meeting and now being presented for final adoption. A motion was made by Trustee Joni Jordan, seconded by Delia Martinez to approve Item #41. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
42	Second Reading and Adoption of New Administrative Regulation 4112.23 – Special Education Staff	A motion was made by Trustee Marisol Rubalcaba, seconded by Javier Quevedo to approve Item #42. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
43	Second Reading and Adoption of New Exhibit 4119.12 – Title IX Sexual Harassment	A motion was made by Trustee Karen Gonzalez, seconded by Javier Quevedo to approve Item #36. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes

		Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
44	Second Reading and Adoption of New Board Policy 5141.5 – Mental Health	A motion was made by Trustee Javier Quevedo, seconded by Marisol Rubalcaba to approve Item #44. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
45	Second Reading and Adoption of New Board Policy and Administrative Regulation 6142.1 – Sexual Health and HIV/AIDS Prevention Instruction	A motion was made by Trustee Joni Jordan, seconded by Javier Quevedo to approve Item #45. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
46	First Reading New Board Policy 5141 – Healthcare and Emergencies	Board President Williams presented Item #46. Superintendent Valdez informed the item was being presented for first reading and would be presented for final approval at the next meeting. She stated this item was for acceptance only. A motion was made by Trustee Delia Martinez, seconded by Joni Jordan to accept Item #46. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
Public Comments on Closed Session Items:		No comments were presented on the closed session items.
Closing Comments:		The Board thanked everyone for attending and thanked Golden Valley School for a great presentation. Trustee Mary Helen Espino stated she was concerned about the low attendance and the recent Water Board Meetings. She stated there were lots of issues going on in the community with regards to the water situation and would like to see more community members attend and speak up about the water issues affecting the community. Superintendent Valdez stated the water issues affect the kids in the district communities and stated she wished community members would get more involved and stay informed. Trustee Joni Jordan stated she was very pleased to see the increase in CASSP percentages. She informed she was happy to inform there was new mobile clinic coming up to the Sequoia Community Center in Badger. Trustee Delia Martinez thanked OHS Principal Oscar Villasenor and Marisol Rodriguez for the invitation to be the keynote speaker at the OHS PIQE graduation and for the music concert participation. She also congratulated Lovell High School on another great Dia De Los Muertos

Celebration. The Board thanked everyone for attending and wished them all a happy Thanksgiving.

Adjourn to Closed Session:

A motion was made by Trustee Delia Martinez, seconded by Trustee Joni Jordan to adjourn to Closed Session at 7:45 p.m. The Motion was approved with the following vote of 7 to 0 with the votes as follows:

Sandra Williams – Yes
Marisol Rubalcaba – Yes
Delia Martinez – Yes
Mary Helen Espino – Yes
Joni Jordan – Yes
Javier Quevedo – Yes
Karen Gonzalez - Yes

Reconvene to Open Session:

A motion was made by Trustee Delia Martinez seconded by Trustee Marisol Rubalcaba to Reconvene to Open Session at 8:42 p.m. The Motion was approved with the following vote of 7 to 0 with the votes as follows:

Sandra Williams – Yes
Marisol Rubalcaba – Yes
Delia Martinez – Yes
Mary Helen Espino – Yes
Joni Jordan – Yes
Javier Quevedo – Yes
Karen Gonzalez – Yes

Reporting of Closed Session Items:

During Closed Session the following personnel Items were presented for review and approval:

Item A – Personnel Items:

- **Personnel Letter**

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Aaliyah Moreno, Avid Tutor at El Monte Middle School, effective October 28, 2025.
2. Alejandro Guzman, Custodian Bus Driver at Orosi High School, effective October 28, 2025.
3. Angelica Esquivel Martinez, LVN District Wide, effective October 27, 2025.
4. Arabella Lupercio, R&E Aide at Golden Valley Elementary School, effective October 13, 2025.
5. Cesar Lucas, Campus Security Instructional Aide at Lovell High School, effective September 30, 2025.
6. Crystal Bocanegra, Special Education Aide at Cutler Elementary School, effective October 8, 2025.
7. Isabela Aguila, R&E Aide at Golden Valley Elementary School, effective October 6, 2025.
8. Janeth Infante, Special Education Aide at Cutler Elementary School, effective October 31, 2025.
9. Sinai Pina, Preschool Aide at Palm Elementary School, effective October 13, 2025.
10. Victor Cabrera, Grant Funded Behavior Intervention Technician, effective November 3, 2025. GRANT FUNDED
11. Approval of Certificated Temporary Contracts for the remainder of the 2025-2026 school year as per attached list.

PROMOTIONS/REASSIGNMENTS:

12. Adriana Rico Aguilera, from 3.5 hour Food Service Worker II to 4 hour Food Service Worker II, effective October 28, 2025.

RESIGNATIONS/RETIREMENTS:

13. Ashley Guerra, Food Service Worker II at El Monte Middle School, resigned effective November 4, 2025.
14. Denise Camarillo, R&E Aide at Palm Elementary School, resigned effective October 23, 2025.
15. Karina Guadian, Speech Language Pathologist Assistant, resigned effective October 17, 2025.
16. Saulo Gutierrez Avalos, R&E Aide at Orosi High School, resigned effective October 23, 2025.
17. Viviana Hernandez, Instructional Aide at Cutler Elementary School, resigned effective October 31, 2025.
18. Luis Arvizu, Custodian Bus Driver at Cutler Elementary School, resigned effective October 28, 2025.
19. Ventura Gonzalez, Custodian Bus Driver at Orosi High School, resigned effective October 29, 2025.
20. Steven Arechiga, Custodian Bus Driver at Orosi High School, resigned effective October 29, 2025.
21. Sara Vega, Teacher/Athletic Director at Orosi High School, resigned effective October 31, 2025.
22. Yolanda Contreras, Teacher at Cutler Elementary School, is retiring effective December 1. 2025.
23. Vanessa Howery, Grant Funded Educational Social Worker at El Monte Middle School, is resigning effective December 31, 2025. GRANT FUNDED

LEAVES: (Statutory – For Informational Purposes):

24. Elizabeth Mata Rangel, Library Aide at Lovell High School, on Maternity Leave beginning October 13, 2025, through 6-8 weeks post-partum.
25. Daljit Singh, Teacher at Orosi High School, on Baby Bonding Leave beginning October 14, 2025, through January 22, 2026.
26. Jennie Contreras, Teacher at El Monte Middle School, on Baby Bonding Leave beginning October 7, 2025, through December 19, 2025.
27. Jose Franklin Ramirez, Grant Funded Instructional Aide at Cutler Elementary, on Baby Bonding Leave beginning December 1, 2025, through December 19, 2025.
28. Keyla Garcia, Educational Social Worker at El Monte Middle School, on Baby Bonding Leave beginning December 1, 2025, through January 30, 2026.
29. Maria de Lourdes Castro, Teacher at Cutler Elementary, on Baby Bonding Leave from December 1, 2025, through December 19, 2025.
30. Melanie Lopez, Instructional Aide at Cutler Elementary, on Baby Bonding Leave from November 17, 2025, through January 16, 2026.
31. Mitzi Santos, School Psychologist at Cutler Elementary, on Baby Bonding Leave from September 29, 2025, through November 10, 2025.
32. Monique Romero, Secretary at Lovell High School, on Baby Bonding Leave from October 9, 2025, through January 12, 2026.
33. Prescilla Carranza, Teacher at Orosi High School, on Baby Bonding Leave from October 27, 2025, through February 19, 2026.

	34. Valeria Montejano, Teacher at Golden Valley Elementary, on Baby Bonding Leave from October 1, 2025, through January 23, 2026. 35. Vanessa Esquibel, Teacher at Golden Valley Elementary, on Baby Bonding Leave from September 8, 2025, through December 8, 2025. 36. Zuleima Hernandez Uribe, Recreation and Enrichment Aide at Cutler Elementary, on Baby Bonding Leave from October 14, 2025, through February 4, 2026. A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve the Personnel Letter as presented. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
Item B – Discipline/Dismissal/Release • **Resolution No. 2025-2026-07**	A motion was made by Trustee Joni Jordan seconded by Trustee Karen Gonzalez to approve the Item B – Discipline/Dismissal/Release – Resolution No. 2025-2026-07. The motion was approved with a vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes
Item C: Conference with Labor Negotiators	No action was taken on item C.
Comments:	No added comments were presented.
Adjournment:	A motion was made by Trustee Delia Martinez seconded by Trustee Joni Jordan to adjourn the meeting at 8:43 p.m. The Motion was approved with the following vote of 7 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Yes Delia Martinez – Yes Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Yes Respectfully Submitted, Yolanda Valdez Superintendent (MM)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MINUTES OF THE SPECIAL BOARD MEETING DATED DECEMBER 1, 2025**

ATTACHMENTS: **MINUTES OF THE SPECIAL BOARD MEETING DATED DECEMBER 1, 2025**

FUNDING SOURCE: **N/A**

DISCUSSION:
A Special Meeting of the Board of Trustees was held on December 1, 2025. Attached for review and approval are the minutes from the meeting.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Yolanda Valdez, Superintendent*

BOARD GOAL:

- [ ] **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [X] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Special Board Meeting Minutes Dated December 1, 2025.**

PROPOSED ACTION: **APPROVE**

Item #: 2

Cutler-Orosi Joint Unified School District
Office Phone Number:(559) 528-4763
Meeting Location:
Cutler-Orosi JUSD – Board Room
12623 Avenue 416
Orosi CA 93647

MINUTES OF THE BOARD OF TRUSTEES SPECIAL BOARD MEETING

Special	4:15 p.m.	Monday, December 1, 2025
Type of Meeting	Time	Day/ Date

ROSTER OF ATTENDANCE

Board of Trustees

Sandra Williams, Board President
Marisol Rubalcaba, Vice President - Absent
Delia Martinez, Board Clerk - Absent
Mary Helen Espino, Trustee
Joni Jordan, Trustee
Javier Quevedo, Trustee
Karen Gonzalez, Trustee - Absent

District Office Administration

Yolanda Valdez
Dr. Brian Zimmerman
Micaela Macareno

ALL TO ORDER	Board President Sandra Williams called the meeting to order at 4:15 p.m.
Pledge of Allegiance:	Trustee Mary Helen Espino lead the Flag Salute.
Public Comments:	No comments were presented.
Administrative/Organizational Items: 1. Approve Overnight Trip to Ontario, California for the OHS Color Guard and Band Field Show Competition	Superintendent Valdez presented item 1 and informed the OHS band and color guard had recently received the invitation to participate in the event and because they would be returning the morning after the event it was considered an overnight trip and therefore required board approval. A motion was made by Trustee Joni Jordan seconded by Trustee Javier Quevedo to approve Item #1. The Motion was approved with the following votes of 4 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba –Absent Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Absent
Adjournment:	A motion was made by Trustee Javier Quevedo seconded by Trustee Joni Jordan to adjourn the meeting at 4:17 p.m. The Motion was approved with the following votes of 4 to 0 with the votes as follows: Sandra Williams – Yes Marisol Rubalcaba – Absent Delia Martinez – Absent Mary Helen Espino – Yes Joni Jordan – Yes Javier Quevedo – Yes Karen Gonzalez – Absent Respectfully Submitted, Yolanda Valdez Superintendent (MM)

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**ACCOUNTS PAYABLE TOTAL PAYMENTS REPORT DATED OCTOBER 29. 2025 THROUGH NOVEMBER 18. 2025**
ATTACHMENTS:	**TOTAL PAYMENTS REPORT & SUMMARY**
FUNDING SOURCE:	**N/A**

DISCUSSION:

Attached is the Accounts Payable Total Payments Report. The report is dated October 29, 2025 through November 18, 2025 and is for expenditures paid during these periods.

ITEM SUBMITTED AND APPROVED BY:	***Name and title of administrator who reviewed and approved this item: Faith Coleman, Chief Financial Officer***
BOARD GOAL:	x **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.** x **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.** x **3. Create efficient and effective systems that are innovative, accountable and proactive.**
RECOMMENDATION:	**The Superintendent recommends the Board approve the Accounts Payable Total Payments Report.**
PROPOSED ACTION:	**APPROVE**

Item #: 3

Vendor No.	Vendor Name	Ven. Type	1099		Amount
2257	FRONTIER COMMUNICATIONS	00	00	Total Payment Amount:	$531.03 *
4237	OROSI PUBLIC UTILITY DIST. (0)	09	00	Total Payment Amount:	$7,241.34 *
4269	P G & E	03	00	Total Payment Amount:	$48,821.71 *
4325	CLINES BUSINESS EQUIPMENT INC.	03	00	Total Payment Amount:	$14,387.03 *
4372	PENAS DISPOSAL SERVICE INC.	03	00	Total Payment Amount:	$12,788.97 *
5388	GAS COMPANY, THE	03	00	Total Payment Amount:	$10,327.71 *
11714	DINUBA LUMBER (6)	03	00	Total Payment Amount:	$2,748.07 *
11851	CUTLER PUBLIC UTILITY	09	00	Total Payment Amount:	$1,644.94 *
12284	CAVES & ASSOCIATES	02	06	Total Payment Amount:	$1,500.00 *
13418	LEES SERVICE	03	00	Total Payment Amount:	$3,594.20 *
13576	ABE-EL WHOLESALE, INC.	03	00	Total Payment Amount:	$14,253.60 *
14036	EWING IRRIGATION PRODUCTS	03	00	Total Payment Amount:	$98.95 *
16246	EMPLOYMENT DEVELOPMENT DEPT.	00	00	Total Payment Amount:	$4,458.00 *
17821	YETTEM SEWER	00	00	Total Payment Amount:	$133.50 *
18594	BATTERY SYSTEMS	00	00	Total Payment Amount:	$1,027.11 *
19008	ODP BUSINESS SOLUTIONS,LLC	09	00	Total Payment Amount:	$2,501.30 *
19177	LAKESHORE LEARNING MATERIALS	03	00	Total Payment Amount:	$1,349.07 *
19420	PRODUCERS	03	00	Total Payment Amount:	$29,578.27 *
19430	GOLD STAR FOODS	03	00	Total Payment Amount:	$31,824.50 *
19438	SYSCO FOODSERVICES OF	03	00	Total Payment Amount:	$104,172.78 *
19439	CULLIGAN	03	00	Total Payment Amount:	$134.00 *
19506	DIVISION OF STATE ARCHITECT	09	00	Total Payment Amount:	$79,900.00 *
19570	TULARE CO OFFICE OF EDUCATION	00	00	Total Payment Amount:	$4,060.00 *
19719	SAN JOAQUIN PEST CONTROL OF	03	00	Total Payment Amount:	$3,275.00 *
19773	JENSEN & PILEGARD	03	00	Total Payment Amount:	$890.46 *
20287	MEDICAL BILLING TECHNOLOGIES	05	05	Total Payment Amount:	$500.00 *
20632	ERNEST PACKAGING SOLUTIONS	03	00	Total Payment Amount:	$12,358.66 *
20861	SISC III	09	00	Total Payment Amount:	$821,164.00 *
21035	CHETS PLUMBING CO	01	06	Total Payment Amount:	$838.00 *
21080	FRESNO OXYGEN	03	00	Total Payment Amount:	$179.05 *
21391	SMART & FINAL	00	00	Total Payment Amount:	$2,604.50 *
21412	AERIES	03	00	Total Payment Amount:	$2,100.00 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
21584	BANKS & CO.	06	06	Total Payment Amount:	$2,271.30 *
21607	FERGUSON ENTERPRISES INC.#690	03	00	Total Payment Amount:	$1,091.44 *
21808	DEMCO	03	00	Total Payment Amount:	$172.65 *
21832	LAWRENCE TRACTOR CO.	03	00	Total Payment Amount:	$989.34 *
21861	HILLCREST .	01	06	Total Payment Amount:	$4,200.00 *
21891	VERIZON WIRELESS	00	00	Total Payment Amount:	$2,837.66 *
21902	FLINN SCIENTIFIC	03	00	Total Payment Amount:	$760.32 *
22023	TULARE COUNTY ENVIRONMENTAL HE	09	00	Total Payment Amount:	$1,716.00 *
22069	TULARE COUNTY OFFICE OF ED.ERS	09	00	Total Payment Amount:	$24,545.83 *
22415	KINGS COUNTY OFFICE OF EDUCATI	00	00	Total Payment Amount:	$100.00 *
22424	PITNEY BOWES	03	00	Total Payment Amount:	$1,001.54 *
22441	CDW-G	03	00	Total Payment Amount:	$2,967.45 *
22743	BIG BROTHERS BIG SISTERS	09	00	Total Payment Amount:	$65,625.00 *
22818	RENAISSANCE LEARNING	03	00	Total Payment Amount:	$53,810.70 *
22894	UNITED REFRIGERATION INC.	03	00	Total Payment Amount:	$437.53 *
22917	POPES PROPANE SERVICE	03	00	Total Payment Amount:	$36.22 *
22963	TULARE COUNTY OFFICE OF EDUCAT	09	00	Total Payment Amount:	$38,237.83 *
23060	DELL COMPUTER CORP.	00	00	Total Payment Amount:	$15,410.67 *
23257	FOX INTERPRETING	03	00	Total Payment Amount:	$28,545.40 *
23259	KINGS PETROLEUM LLC	03	00	Total Payment Amount:	$28,291.14 *
23358	LOZANO SMITH, LLP	06	09	Total Payment Amount:	$1,378.88 *
23455	AMERICAN BAND ACCESSORIES, LLC	03	00	Total Payment Amount:	$8,442.32 *
23484	CENTRAL VALLEY LOCK & SAFE	03	00	Total Payment Amount:	$320.96 *
23685	D H MACHINE INC.	03	00	Total Payment Amount:	$71.26 *
23892	BAKEMARK	03	00	Total Payment Amount:	$3,673.00 *
24042	SOLUTION TREE	03	00	Total Payment Amount:	$5,383.00 *
24123	TECHNICON ENGINEERING SERVICES	03	00	Total Payment Amount:	$2,125.00 *
24174	SAN JOAQUIN COUNTY	09	00	Total Payment Amount:	$4,865.00 *
24341	ZWEIGLE SEPTIC, LLC	03	00	Total Payment Amount:	$250.00 *
24417	SWANSON, SHEVONNE	00	00	Total Payment Amount:	$96.06 *
24436	BUSWEST - FRESNO	03	00	Total Payment Amount:	$2,173.82 *
24498	CAL GRO PUMP SERVICE, INC.	03	00	Total Payment Amount:	$26,853.73 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
24542	ATKINSON, ANDELSON, LOYA, RUDD	03	00	Total Payment Amount:	$9,946.63 *
24545	DEPARTMENT OF JUSTICE	09	00	Total Payment Amount:	$2,157.00 *
24751	WHITES MUSIC	03	00	Total Payment Amount:	$22,221.27 *
24756	U. S. BANK	03	00	Total Payment Amount:	$20,408.58 *
24877	MACMILLAN/MCGRAW-HILL	09	00	Total Payment Amount:	$11,769.87 *
24988	KIMBALL MIDWEST	03	00	Total Payment Amount:	$547.12 *
25076	WANDLER, ERIN	00	00	Total Payment Amount:	$4,073.94 *
25141	TRANSFINDER	03	00	Total Payment Amount:	$1,000.00 *
25191	WELLS, LORI	00	00	Total Payment Amount:	$74.47 *
25205	AUTO ZONE	00	00	Total Payment Amount:	$2,812.15 *
25229	LOWES -#98007297470	00	00	Total Payment Amount:	$2,070.10 *
25325	SYNLAWN	03	00	Total Payment Amount:	$11,995.00 *
25364	AMERICAN INCORPORATED	03	00	Total Payment Amount:	$28,438.75 *
25428	CURRICULUM ASSOCIATES	06	06	Total Payment Amount:	$19,062.50 *
25449	DIGITECH INTEGRATION INC	03	00	Total Payment Amount:	$7,126.74 *
25460	COLEMAN, FAITH	00	00	Total Payment Amount:	$474.20 *
25488	RUSSELL SIGLER INC.	03	00	Total Payment Amount:	$470.04 *
25719	ASAP	03	00	Total Payment Amount:	$6,636.84 *
25735	J.W. PEPPER	03	00	Total Payment Amount:	$62.48 *
25741	FRESNO MOBILE RADIO	03	00	Total Payment Amount:	$1,090.00 *
25757	PROJECT LEAD THE WAY	08	00	Total Payment Amount:	$6,520.40 *
25792	CHILDS AND COMPANY, INC.	03	00	Total Payment Amount:	$3,509.76 *
25814	CERDA, SANDRA	00	00	Total Payment Amount:	$96.40 *
25887	MONDRAGON, GUILLERMINA	00	00	Total Payment Amount:	$124.00 *
25950	IMPERIAL DADE	09	06	Total Payment Amount:	$8,777.02 *
25977	JS COMMUNICATIONS, INC.	03	00	Total Payment Amount:	$1,971.77 *
26004	DEPARTMENT OF SOCIAL SERVICES	09	00	Total Payment Amount:	$484.00 *
26016	O'REILLY AUTO PARTS	03	00	Total Payment Amount:	$141.72 *
26060	JERICO FIRE PROTECTION COMPANY	03	06	Total Payment Amount:	$640.00 *
26109	CVIN LLC	03	00	Total Payment Amount:	$15,546.10 *
26151	ID WHOLESALER NORTH	06	06	Total Payment Amount:	$1,564.27 *
26162	J & E RESTAURANT SUPPLY INC	03	00	Total Payment Amount:	$3,081.72 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
26216	CAL HOSA	08	00	Total Payment Amount:	$900.00 *
26270	A&E INDUSTRIAL CLEANING	03	00	Total Payment Amount:	$2,461.76 *
26320	VALLEY SECURITY ALARM	03	00	Total Payment Amount:	$342.50 *
26345	AWARDS UNLIMITED	03	00	Total Payment Amount:	$1,492.47 *
26355	B & H PHOTO VIDEO PRO AUDIO	03	00	Total Payment Amount:	$6,869.08 *
26376	NAKAMICHI	01	06	Total Payment Amount:	$65.09 *
26398	HCI SYSTEMS, INC.	03	00	Total Payment Amount:	$2,367.00 *
26415	ESQUEDA, ROSALIND	01	06	Total Payment Amount:	$5,613.75 *
26431	WARDS SCIENCE	03	00	Total Payment Amount:	$1,859.27 *
26478	VALLEY ROP	09	00	Total Payment Amount:	$64,655.70 *
26656	IDENTIMETRICS, INC.	03	00	Total Payment Amount:	$1,825.00 *
26666	G2SOLUTIONS, INC.	03	00	Total Payment Amount:	$99.95 *
26687	DOCTORS OCCUPAIONAL TESTING SO	01	05	Total Payment Amount:	$850.00 *
26711	DUMONT PRINTING	03	00	Total Payment Amount:	$1,793.65 *
26724	CAREERSAFE	03	00	Total Payment Amount:	$2,625.00 *
26775	SOUTH VALLEY WINTER ARTS ASSOC	00	00	Total Payment Amount:	$1,250.00 *
26892	REDWOOD REGION FORENSICS	00	00	Total Payment Amount:	$300.00 *
26912	AMAZON CAPITAL SERVICES	03	00	Total Payment Amount:	$135,577.41 *
26961	ARBITERPAY TRUST ACCOUNT	03	00	Total Payment Amount:	$7,800.00 *
26973	CAL APPAREL	03	00	Total Payment Amount:	$2,372.66 *
26981	RUSH	02	06	Total Payment Amount:	$1,002.08 *
26996	CABE	09	00	Total Payment Amount:	$8,750.00 *
27008	SUNBELT RENTALS, INC.693182	03	00	Total Payment Amount:	$2,215.24 *
27091	PAPE TRUCKS INC.	03	00	Total Payment Amount:	$607.84 *
27210	FRESNO LONG TERM MEDICAL GROUP	03	00	Total Payment Amount:	$800.00 *
27258	ALTA FENCING COMPANY	01	06	Total Payment Amount:	$30,810.00 *
27299	NUESTRO TIEMPO PUBLISHING	01	06	Total Payment Amount:	$2,068.80 *
27428	CINTAS	03	00	Total Payment Amount:	$3,809.02 *
27456	ZAJONC CORP	03	00	Total Payment Amount:	$61,568.75 *
27478	SCHOLASTIC, INC.	03	00	Total Payment Amount:	$550.00 *
27488	YETTEM-SEVILLE CSD	03	00	Total Payment Amount:	$87.65 *
27493	SOLIANT HEALTH, LLC	06	06	Total Payment Amount:	$18,400.00 *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
27517	SIERRA RANGE CONSTRUCTION	03	00	**Total Payment Amount:**	**$94,315.35** *
27532	ALLIED STORAGE CONTAINERS	03	00	**Total Payment Amount:**	**$1,651.81** *
27557	TURF TANK	03	00	**Total Payment Amount:**	**$5,549.13** *
27574	HD SUPPLY	03	00	**Total Payment Amount:**	**$6,875.09** *
27593	LEAF	06	01	**Total Payment Amount:**	**$4,455.77** *
27595	WATER SYSTEM SOLUTIONS LLC	03	00	**Total Payment Amount:**	**$1,655.00** *
27596	SCP POOL DISTIBUTORS LLC	00	00	**Total Payment Amount:**	**$1,544.60** *
27602	INTERNATIONAL ACADEMY OF SCIEN	09	00	**Total Payment Amount:**	**$869.00** *
27603	FIRST STRING SPORTS	03	00	**Total Payment Amount:**	**$357.54** *
27622	DAB THERAPY SERVICES	01	05	**Total Payment Amount:**	**$1,147.50** *
27662	ABSOLUTE URETHANE	03	00	**Total Payment Amount:**	**$17,600.00** *
27663	SAVECO #22	03	00	**Total Payment Amount:**	**$171.60** *
27697	ZERO NOX, INC.	03	00	**Total Payment Amount:**	**$324.48** *
27719	CONN DOORS	01	06	**Total Payment Amount:**	**$2,785.00** *
27726	LEONA WOODS	01	06	**Total Payment Amount:**	**$8,232.00** *
27730	DOLLYWOOD FOUNDATION	03	00	**Total Payment Amount:**	**$677.82** *
27788	AT & T CALNET 4	00	00	**Total Payment Amount:**	**$3,986.54** *
27802	MEEHLEIS MODULAR BUILDINGS, IN	03	00	**Total Payment Amount:**	**$80,005.01** *
27825	CRANIUM COMPANY, LLC, THE	03	00	**Total Payment Amount:**	**$2,390.00** *
27859	PRISMATIC MAGIC, LLC	06	06	**Total Payment Amount:**	**$1,354.00** *
27878	AIRGAS, INC.	03	00	**Total Payment Amount:**	**$459.66** *
27902	PREFERRED MOBILE EQUIPMENT	01	06	**Total Payment Amount:**	**$964.17** *
27927	USPS-POC	03	00	**Total Payment Amount:**	**$3,400.00** *
27941	CALIFORNIA COMMERCIAL POOLS,	03	00	**Total Payment Amount:**	**$197,118.35** *
27942	SUPERIOR SERVICE CORP	03	00	**Total Payment Amount:**	**$398.00** *
27964	QUADIENT	03	00	**Total Payment Amount:**	**$206.77** *
27994	GAME PLAN ATHLETIC TRAINING	01	06	**Total Payment Amount:**	**$6,387.50** *
28011	AVERHEALTH	03	00	**Total Payment Amount:**	**$400.00** *
28014	LITERACY MINNESOTA	03	00	**Total Payment Amount:**	**$550.00** *
28015	KERN COMMUNITY COLLEGE DISTRIC	09	00	**Total Payment Amount:**	**$250.00** *
28059	GIRLS ON THE RUN	03	00	**Total Payment Amount:**	**$4,650.00** *
28076	GONZALEZ, LAURA	00	00	**Total Payment Amount:**	**$77.75** *

Vendor No.	Vendor Name	Ven. Type	1099		Amount
28118	GARCIA, KEYLA	00	00	Total Payment Amount:	$18.48 *
28120	NEXT GEN MATH, LLC	06	06	Total Payment Amount:	$9,200.00 *
28147	SANDOVAL, SERGIO	01	06	Total Payment Amount:	$3,150.00 *
28159	MAYESH WHOLESALE FLORIST, INC.	03	00	Total Payment Amount:	$134.35 *
28176	UNITED HEALTH CENTERS OF THE	09	00	Total Payment Amount:	$53,863.06 *
28197	E.L. ACHIEVE, INC.	03	00	Total Payment Amount:	$4,722.04 *
28199	SAVE A LIFE TRAINING CENTER	01	06	Total Payment Amount:	$2,025.00 *
28222	WEISSMAN THEATRICAL SUPPLIES,	03	00	Total Payment Amount:	$312.15 *
28228	STUDER EDUCATION, LLC	03	00	Total Payment Amount:	$19,779.00 *
28271	HEALTHY CAMPUS	03	00	Total Payment Amount:	$20,781.29 *
28288	ASCENDANCY SOLUTIONS, INC	03	00	Total Payment Amount:	$2,475.00 *
28303	ORTEGA RESTARAUNT	01	06	Total Payment Amount:	$1,858.00 *
28307	KIDS EMPIRE USA LLC	06	01	Total Payment Amount:	$6,201.00 *
28313	MGT IMPACT SOLUTIONS, LLC	06	06	Total Payment Amount:	$4,818.00 *
28323	NORTHSTAR CHEMICAL	06	06	Total Payment Amount:	$3,434.47 *
28329	SUPERIOR POOL CARE	01	06	Total Payment Amount:	$4,000.00 *
28334	DODGE DATA & ANALYTICS	03	00	Total Payment Amount:	$600.00 *
28350	TREVIPAY - WALMART	03	00	Total Payment Amount:	$916.74 *
28360	TINY HOUSE, INC.	03	00	Total Payment Amount:	$14,960.55 *
28468	BURCIAGA, MONSERRAT	01	06	Total Payment Amount:	$1,734.00 *
28478	PARENT UNIVERSITY	03	00	Total Payment Amount:	$1,069.00 *
28499	SCHERR, SUZANNE	00	00	Total Payment Amount:	$28.09 *
28501	6CRICKETS INC.	03	00	Total Payment Amount:	$6,525.00 *
				Total Payment Amount:	$2,729,765.97 *

Vendor No.	Vendor Name	Ven. Type	1099	Amount
			Grand Total Payment Amount:	$2,729,765.97 **

TOTAL PAYMENTS SUMMARY REPORT

October 29, 2025 to November 18, 2025

Books, Materials & Supplies *40xxx - 44000*	$	317,826
Food - Food Services *47xxx*	$	183,650
Professional Services, Operations & Repairs *51xxx - 54xxx, 56xxx - 58000*	$	789,840
Utilities & Communications *55xxx & 59xxx*	$	91,801
Capital Outlay (Construction & Equipment) *6xxxx*	$	520,902
Health Insurance *9xxxx*	$	825,746
TOTAL	**$**	**2,729,766**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**BUDGET REVISION # 5**
ATTACHMENTS:	**BUDGET REVISION # 5**
FUNDING SOURCE:	**N/A**

DISCUSSION:

Each month the District Business Office ensures that all the expenditures are in line with the District's Adopted Budget. Revisions must be made to reflect the reality of the day to day living to accommodate the fluctuation in the program resources.

The attached Budget Revision # 5 is for November 2025.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Faith Coleman, Chief Financial Officer*

BOARD GOAL:

x	1.	**Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
x	2.	**Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
x	3.	**Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Budget Revision # 5.**

PROPOSED ACTION: **APPROVE**

Item #: 4

8 Cutler-Orosi Joint Unified School District
Fiscal Year: 2025 December

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	
Fund:	**010 General Fund**				
LCFF	62,443,326	62,870,713	-	62,870,713	
Federal Revenues	14,174,103	14,320,830	111,737	14,432,567	1
Other State Revenues	14,885,136	17,654,665	256,543	17,911,208	1
Other Local Revenues	3,339,856	3,715,867	46,121	3,761,988	1
Revenues	**94,842,421**	**98,562,075**	**414,401**	**98,976,476**	
Expenditures					
Certificated Salaries	31,727,511	31,760,518	39,134	31,799,652	1
Classified Salaries	15,852,450	16,331,736	58,558	16,390,294	1
Employee Benefits	24,950,184	25,061,744	(31,906)	25,029,838	1
Books and Supplies	6,149,469	8,287,210	278,402	8,565,612	1
Services, Other Operating	13,751,377	17,895,868	910,373	18,806,241	1
Capital Outlay	10,313,740	11,866,812	78,627	11,945,439	1
Other Outgo	1,469,864	1,469,864	-	1,469,864	
Indirect Costs	(222,305)	(204,695)	(13,900)	(218,595)	1
Total Expenditures	**103,992,289**	**112,469,057**	**1,319,288**	**113,788,345**	
Other Financing Sources/Uses					
Transfer Out	-	-	-	-	
Fund:	**110 Adult Education Fund**				
Federal Revenues	105,153	105,153	(72,381)	32,772	2
Other State Revenue	331,057	330,653	-	330,653	
Other Local Revenue	-	-	-	-	
Revenues	**436,210**	**435,806**	**(72,381)**	**363,425**	
Expenditures					
Certificated Salaries	116,585	137,266	(3,055)	134,211	2
Classified Salaries	55,506	67,916	176	68,092	2
Employee Benefits	77,893	103,780	(711)	103,069	2
Books and Supplies	10,444	6,271	(2,406)	3,865	2
Services, Other Operating	160,640	105,450	(66,385)	39,065	2
Capital Outlay	-	-	-	-	
Indirect Costs	15,142	15,123	-	15,123	
Total Expenditures	**436,210**	**435,806**	**(72,381)**	**363,425**	
Fund:	**120 Child Development Fund**				

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	
Other State Revenues	2,518,810	2,776,576	135,265	2,911,841	3
Other Local Revenues	-	-	-	-	
Revenues	**2,518,810**	**2,776,576**	**135,265**	**2,911,841**	
Expenditures					
Certificated Salaries	210,000	430,132	-	430,132	
Classified Salaries	1,141,086	1,007,913	-	1,007,913	
Employee Benefits	804,560	736,661	-	736,661	
Books and Supplies	150,733	176,016	1,657	177,673	3
Services, Other Operating	39,628	59,700	-	59,700	
Capital Outlay	70,000	85,000	-	85,000	
Indirect Costs	118,803	120,260	(1,657)	118,603	3
Total Expenditures	**2,534,810**	**2,615,682**	-	**2,615,682**	
Fund:	**130 Cafeteria Special Revenue Fund**				
Federal Revenues	4,232,940	4,208,053	-	4,208,053	
Other State Revenues	900,272	900,272	-	900,272	
Other Local Revenues	25,000	25,000	-	25,000	
Revenues	**5,158,212**	**5,133,325**	-	**5,133,325**	
Expenditures					
Certificated Salaries	20,518	20,722	409	21,131	4
Classified Salaries	1,283,593	1,311,164	6,000	1,317,164	4
Employee Benefits	671,801	681,823	8,816	690,639	4
Books and Supplies	2,785,626	2,750,714	-	2,750,714	
Services, Other Operating	185,150	200,800	10,000	210,800	4
Capital Outlay	300,000	300,000	(10,000)	290,000	4
Indirect Costs	88,360	69,312	13,900	83,212	4
Total Expenditures	**5,335,048**	**5,334,535**	**29,125**	**5,363,660**	

	Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget	
Fund:	**211 Building Fund #1**				
Other Financing Sources/Uses	-	8,396,592	-	**8,396,592**	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	8,258,988	-	**8,258,988**	
Other Outgo	-	-	-	-	
Total Expenditures	**-**	**8,258,988**	**-**	**8,258,988**	
Fund:	**350 County School Facilities Fund**				
Other Local Revenues	-	-	-	-	
Revenues	**-**	**-**	**-**	**-**	
Expenditures					
Services, Other Operating	-	-	-	-	
Capital Outlay	-	36,164	422	36,586	**5**
Other Outgo	-	-	-	-	
Total Expenditures	**-**	**36,164**	**422**	**36,586**	

Original Approved Budget	Revised Approved Budget	Change Amount	Proposed Revised Budget

General Fund

1) **Federal Revenue** was increased to budget for the SCG and Literacy grant carryover. **Other State Revenues** was increased by $256,543 based on the current LCFF calculator. **Local Revenues** increased by $46,121 to budget for Mitsuoka Grant carryover, LCSPP carryover and the increase in monetary donations to Family Ed. **Certificated Salaries** and **Classified Salaries** increased to budget for increase in auxiliary time and vacancies being filled. **Employee Benefits** decreased to align with current salaries. **Books & Supplies, Services, Other Operating** and **Capital Outlay** increased by $278,402, $910,373 and $78,627 respectively to budget grant carryover. **Indirect Costs** was reduced to align with current expenditures.

Adult Education Fund

2) **Federal Revenue** was reduced by $72,381 in WIOA based on the updated 2025-26 allocation. **Certificated Salaries, Classifed Salaries** and **Employee Benefits** were adjusted to reflect the reduction in revenue and program need, along with **Books & Supplies** and **Services, Other Operating.**

Child Development Fund

3) **State Revenue** was increased due to the Cost of Care allocations. **Books and Supplies** was increased due to program needs. **Indirect Costs** were decreased to align with current expenditures.

Cafeteria Fund

4) **Certificated Salaries, Classifed Salaries** and **Employee Benefits** increased due to increases in substitute and auxiliary pay. **Services, Other Operating** and **Capital Outlay** were adjusted due to program need. **Indirect Costs** increased to align with current expenditures.

County School Facilities Fund

5) **Capital Outlay** increased based on current interest received.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**NOVEMBER CASH BALANCE REPORT**
ATTACHMENTS:	**NOVEMBER CASH BALANCE REPORT**
FUNDING SOURCE:	**N/A**

DISCUSSION:

At the start of each month, the Business Office reviews the District cash position to ensure adequate cash reserves are on hand to pay for District operations. The November Cash Balance Report is positive and submitted for review.

ITEM SUBMITTED AND APPROVED BY:	***Name and title of administrator who reviewed and approved this item: Faith Coleman, Chief Financial Officer***
BOARD GOAL:	x **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.** x **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.** **x** **3. Create efficient and effective systems that are innovative, accountable and proactive.**
RECOMMENDATION:	**The Superintendent recommends the Board approve the November Cash Balance Report**
PROPOSED ACTION:	**APPROVE**

Item #: 5

County Fund	District Number	Fund		Current Cash 9110	Previous Total Payroll Objects	Percentage (%)
608	8	0100	General Fund	$57,744,787.05	$508,446.72	11,357.10
N/A	8	0800	Student Activity Special Revenue Fund	$0.00		
AAQ	8	1100	Adult Education Fund	$39,362.38	$20,508.61	191.93
AWL	8	1200	Child Development Fund	$1,941,803.76	$11,256.44	17,250.60
AUB	8	1300	Cafeteria Special Revenue Fund	$2,356,314.73	$14,971.48	15,738.69
AAT	8	1700	Special Reserve Fund for Other than Capital Outlay Pr	$0.66		
AZT	8	2110	Building Fund #1	$7,730,687.84		
AJS	8	2120	Building Fund # 2	$332,866.18		
AJK	8	2510	Developer Fees Fund	$46,334.09		
AAW	8	3500	County School Facilities Fund - New Construction	$841.00		
ABF	8	3510	County School Facilities Fund - Modernization	$1,740,806.90		
AAV	8	4000	Special Reserve Fund for Capital Outlay Projects	$0.05		
689	8	5100	Bond Interest & Redemption Fund - #1	$737,420.66		
61C	8	5110	Bond Interest & Redemption Fund - #2	$592,262.77		
61D	8	5120	Bond Interest & Redemption Fund - #3	$0.00		
			Report Total	**$73,263,488.07**		

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**INTERDISTRICT TRANSFER LIST**
ATTACHMENTS:	**INTERDISTRICT TRANSFER REQUEST LIST**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached is a list of Interdistrict transfer requests for students transferring in or out of the District that have been approved or denied.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Shevonne Swanson, Assistant Superintendent of Educational Services*

BOARD GOAL:

- [X] **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [X] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Interdistrict requests.**

PROPOSED ACTION: **APPROVE**

Item #: 6

INTER-DISTRICT TRANSFER REQUESTS

December 15, 2025

OUTGOING REQUESTS for 2025-2026

Student	District Requested	Reason	Approved/ Denied

INCOMING REQUESTS for 2025-26

Student	District of Residence	Reason	Approved/ Denied
Z. Farias Lozano	Woodlake	Parent Employment	Approved
K. Farias Lozano	Woodlake	Parent Employment	Approved

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE FREDERIC BACON-SHONE MEMORIAL FUND GRANT**

ATTACHMENTS: **FREDERIC BACON-SHONE MEMORIAL FUND AWARD LETTER**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval is a grant award letter from the Frederic Bacon-Shone Memorial Fund awarding OHS high school $1500 to purchase violins and violin strings. The award letter details the grant amount and purpose. It also outlines the requirement for follow-up photos, narrative updates, and media clips to demonstrate the grant's impact.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Shevonne Swanson, Assistant Superintendent of Educational Services.***

BOARD GOAL:

- [X] **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [ ] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Frederic Bacon-Shone Memorial Fund Grant.**

PROPOSED ACTION: **APPROVE**

Item #: 7



The Frederic Bacon-Shone Memorial Fund

711 S. Mentor Ave – Pasadena, CA – 91106

Suzanne Scherr
Orosi High School / El Monte Middle School
Orosi, CA
suzannescherr53@gmail.com

Dear Dr. Scherr,

On behalf of the board of the Frederic Bacon-Shone Memorial Fund, I am pleased to inform you that you are a recipient of our 2025-2026 round of grant funding. Congratulations! The board has voted to award you **$1500** toward the purchase of violins and violin strings.

Our board was inspired by your desire to invest in a string program for your students through connections to culturally-relevant music. As a violinist myself, I know how important it is to play on a quality, well-maintained instrument! We know these instruments will support multiple students for many years and reach many young people through music. It is exciting to realize these instruments will provide the introduction to the violin for so many students.

Our dedicated donors are keen to see the impact of their support and look forward to seeing your photos and narrative updates showing how this grant has helped your students. We would particularly enjoy any video or audio clips of your students in rehearsal or performance! You can email this information to us at drbmemorial@gmail.com, and we will share it via social media at www.facebook.com/drbmemorial. We're happy to link and promote your performances on our Facebook page to raise awareness of your program.

Please see the attached email for information on how to coordinate receipt of the grant money.

Thank you again for your dedication and commitment to the next generation of young musicians!

Sincerely,

Heather Bacon-Shone
President, Frederic Bacon-Shone Memorial Fund

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Board Meeting Agenda
December 15, 2025

AGENDA SECTION:	**CONSENT**
AGENDA ITEM:	**APPROVE MEMORANDUM OF UNDERSTANDING FOR 6CRICKETS**
ATTACHMENTS:	**6CRICKETS BASIC TOOL SERVICE AGREEMENT**
FUNDING SOURCE:	**EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP)**

DISCUSSION: Attached for Board approval is a partnership with 6crickets Inc. to provide the 6crickets Expanded Learning Management Basic Tool Service. This collaboration aims to enhance the District's Afterschool and Expanded Learning programs. The primary objectives of this partnership are to improve the quality of programs, ensure student safety, promote equitable access to opportunities, and streamline operations for efficiency and accountability. This agreement is effective from January 1, 2026, through June 30, 2026. The total cost is $10,950.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Shevonne Swanson, Assistant Superintendent of Educational Services.***

BOARD GOAL:

- [X] **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [ ] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the MOU for 6Crickets Inc.**

PROPOSED ACTION: **APPROVE**

Item #: 8

6crickets Inc.
Bellevue, WA 98005
support@6crickets.com

6crickets and Cutler-Orosi Joint Unified School District
Expanded Learning Management
Basic Tool Service Agreement (two seasons)

November 6, 2025

6crickets has a singular mission, which is to bring the best expanded learning to every student through the best technologies for districts, schools, providers, instructors, and families.

Cutler-Orosi Joint Unified School District ("**Client**") partners with **6crickets Inc.** ("**6crickets**") in offering the 6crickets Expanded Learning Management Basic Tool Service to support expanded learning program operations at Client, with the goals of quality programs, student safety, equitable access, and efficient and accountable operations.

What 6crickets shall provide

1. Modern, user-friendly one-stop registration portals for families:
    a. A district program portal allows a family user to select a school and navigate to their students' school portal. For intersessional breaks, "See all programs" can be turned on to allow families to see all programs across all sites.
    b. A school program portal for each of your schools allows their families together with their students, to browse programs (including enrichment programs, extended care, field trips, etc.), read reviews, register for the programs that interest their students, and achieve choice-driven learning. After the registration, instructors, providers, schools, and the district central office receive real-time roster information about the students automatically on their respective dashboards.
    c. Families only need to fill out a single registration form with common questions for families across all program offerings and for all their children once for all.
    d. Customizable registration forms let you ask additional questions for families during registration.
    e. All emergency and pick-up contacts are tracked in the registration form.
    f. Support wait-lists and invite wait-listed students to register.
    g. Include waivers and cancellation policies for your programs.
    h. Support priority registration.
    i. Register link or button for your district or school website.
    j. Specific registration links for each individual session and/or program.

2. An online dashboard for each education partner:
    a. District Dashboard for the district central office to manage schools, providers, and rosters across school campuses

   b. School Dashboard for each school's principals, site coordinators, and front office personnel to manage providers at the school and access real-time rosters and attendance data across all activities at the school.
   c. Provider Dashboard for each activity provider to list programs along with images and videos, manage seasons, assign sessions to different campuses, manage instructors, access real-time rosters and attendance across campuses, and generate custom rosters.
   d. Instructor Dashboard for each instructor to access the real-time roster, take attendance, and sign out students digitally.

3. Access control:
   a. Each dashboard allows multiple authorized users for management .
   b. Each dashboard allows read-only access to rosters to certain users.

4. Comprehensive roster support at all dashboards:
   a. Authorized users can add bulk or individual students as needed on behalf of the parents.
   b. Printable rosters in various formats.
   c. Can email PDF rosters.
   d. All rosters can be downloaded as a CSV file as spreadsheets.
   e. Digital attendance and printable attendance.
   f. From-to-rosters to show which students are going from which home classroom to which after-school classroom.
   g. Easy session registration link sharing with families or partners.
   h. Ask guardians to provide reviews for the registered sessions to organically maintain program quality.
   i. Student or guardian browsing: you can search for a student and the sessions for which they are registered.

5. Communications:
   a. Instant registration confirmation email once families have completed registrations.
   b. Reminder emails for both providers, instructors, and families for upcoming classes.
   c. Email templates for quick communication with families.
   d. Unlimited text messaging for emergencies.
   e. Printable flyers of course offerings.

6. Reporting:
   a. Enrollment reports at a glance on the number of registrations for a date range, since yesterday, compared with last year.
   b. Custom rosters: You can produce custom reports of any format (a subset of fields) for any sessions.
   c. Revenue report: We provide a high fidelity cash flow report for all your payment transactions for both payments and refunds.
   d. Attendance report at each session.
   e. Additional reports needed can be provided upon request.

7. Payments if applicable:

a. A single payment process: 6crickets will automatically pay your providers, your school or district if you charge a fee to receive revenue, and collect a 6crickets' convenience fee on top of the provider price.
b. Fundraising opportunities for your school: through an optional school fee and/or requests for donations (as determined by you).
c. Delay payments as needed to minimize credit card fees in case of cancellations due to low enrollment.
d. Streamlined scholarship support: guardians enter student ID and then fees are automatically waived or reduced based on your configuration.

8. Family reviews are automatically collected as organic data to evaluate program qualities.

9. We support an optional Restricted District or School Portal feature:
    a. This feature allows families to register without an email address, but with only their mobile phone number. This way, we will eliminate the need for district staff to register for many families without email addresses.

        i. Families will register for their students using either an email address or a mobile phone number. An authentication code will be sent to either the email or the phone number, depending on their choice. They can only log in to their account when they enter the correct authentication code. Once they log in, they can register programs for all their students under the same email or phone number.

    b. This feature will pre-populate families' parent and student information in 6crickets with student data exported from District's Student Information System (SIS).

        i. After the initial upload, new students and updated student information from SIS will be given to 6crickets to update the data on the 6crickets' side one week before each registration period.

    c. Families cannot update the student information in 6crickets. Instead, they can only update their information in the District SIS.

    d. District can configure at 6crickets to allow only students in a school to register for the programs taking place at the school. For inter-session (e.g., summer) programs, District can also configure in 6crickets to allow any district student to register for programs at any site.

10. Initial onboarding training: We provide a hands-on training webinar for district and school site staff. We also provide a hands-on training webinar for third-party providers who use 6crickets Provider Dashboards. Additional webinars or one-on-one video calls or phone calls can be scheduled on-demand. In addition, we provide you an on-demand online course with bite-sized, step-by-step video tutorials.

11. Tech support: 6crickets Support Team provides prompt support and troubleshooting to every 6crickets user including the district or school staff, providers, instructors, and families through live online chat, email, or on-demand video calls or phone calls.

12. Provide privacy protection for district, school, student and provider data entered into the 6crickets portal and abide by California Student Data Privacy Law.

What Client shall provide

1. Identify a primary contact for the entire management process and set up the school or district portal.
2. Identify, evaluate, and vet a set of well-qualified vendors.
3. Communicate with your school to help ensure vendor programs are appropriately scheduled throughout the week and avoid double-booking rooms or overlapping with school class schedules.
4. Communicate with your vendors on class schedules, listing process, and listing correctness and quality.
5. Train providers, their instructors, and parent volunteers (if relevant) on safety procedures and quality expectations.
6. Day-to-day monitoring and emergency handling (such as instructor no-shows, missing students, late instructors, late parents, etc.)

Pricing (per season–4 seasons per year)

License fee per school dashboard/portal (including the district dashboard): $912.50

License fee for Restricted District or School Portal feature per school (optional): $250

License fee per provider dashboard (including unlimited number of instructor dashboards for the provider): $625

Onboarding and training: $1,250

Total Pilot License Fee for Client :

($912.50 per School Dashboard + $250 per Restricted School Portal [SIS sync])

x 4 schools +

$625 per Provider Dashboard x 1 provider +

$1,250 training = $6,525 x 2 (seasons)=

$13,050 – $2100 (Aeries sync fee) =

$10,950

Contract period:
<January 1, 2026> to <June 30, 2026>

Credit card payment processing through Stripe

Should you have the need of charging families, 6crickets supports payments as part of the registration process. The district can also generate revenue in the process to cover costs and raise scholarships.

6crickets utilizes Stripe for credit card payment processing. Stripe is certified as a PCI Level 1 provider, the most stringent level of certification available in the payments industry. Stripe serves millions of businesses including Amazon, Google, Microsoft, Salesforce, Uber, Lyft, Spotify, 6crickets.

Stripe enables automatic payments to multiple parties involved in a single transaction. So, in the 6crickets class registration process, when families pay by credit cards, the payment is automatically split among enrichment providers, the district, and 6crickets based on the fee percentages above.

Providers (and the district if Client wants to charge fees) are expected to have a Stripe account that is connected with each of their banks. 6crickets payments are automatically distributed to these Stripe accounts accordingly. The bank payout schedule from a Stripe account can be configured at Stripe.

All parties pay for credit card payment processing fees of 2.9% + 30 cents per transaction based on Stripe pricing.

Termination

Either Client or 6crickets can terminate this contract for the next school year with a written notice at least *three* months before the next school year starts. Both parties are required to complete the service for the students at Client with the highest quality in the current school year under the contract.

Thank you for choosing 6crickets!

(Signature sheet on the next page)



November 6, 2025

Shauna Hultgrien (Signature)
Business Development Manager
6crickets Inc
Bellevue, WA

Date

Acknowledged by (Signature)
Yolanda Valdez, Superintendent
Cutler Orosi Joint Unified School District
12623 Ave 416
Orosi, California 93647

Date

About 6crickets:
6crickets, the nation's leading expanded learning management platform, empowers schools, districts, and organizations with the tools and turn-key solutions to bring the best enrichment to every student in every school. 6crickets is awarded by the National Science Foundation to develop modern technologies for out-of-school time. For more information, please visit https://www.6crickets.com

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard
Version 1.0 (10.25.20)

Cutler-Orosi Joint Unified School District

and

6crickets

November 13, 2025

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between:

Cutler-Orosi Joint Unified School District , located at 12623 Avenue 416

(the "**Local Education Agency**" or "**LEA**") and

6crickets , located at 3225 126th Ave NE, Bellevue, WA 98005

(the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99);
the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations

and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check if Required***

   ☑ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

   ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Jayboy Camaquin Title: Instructional Program Admin

Address: 12623 Avenue 416 Orosi, CA 93647-2902

Phone: 5599673839 Email: jacamaquin@cojusd.org

The designated representative for the Provider for this DPA is:

Name: Shauna Hultgrien Title: Business Development Manager

Address: 4045 E. 8th St Apt D, Long Beach, CA 90804

Phone: 415-862-3310 Email: shauna@6crickets.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Cutler Orosi Joint Unified School District

By: _____ Date: 11/14/2025

Printed Name: Jayboy Camaquin Title/Position: Instructional Program Admin

PROVIDER: 6crickets

By: _____ Date: 11/13/2025

Printed Name: Shauna Hultgrien Title/Position: Business Development Manager

STANDARD CLAUSES
Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Rrecords and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

   (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

      i. The name and contact information of the reporting LEA subject to this section.
      ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
      iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
      iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
      v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

   (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

   (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

6crickets will provide a comprehensive, cloud-based platform to support the Districts expanded learning program operations, including student registration, attendance tracking, reporting, and partner coordination.

Families will have access to a user-friendly registration portal where they can browse and enroll in after-school, intersession, enrichment, and extended care programs. The portal allows families to complete one registration form for all students and programs, with support for emergency contacts, waivers, custom questions, waitlists, and priority registration. Session-specific registration links will be provided for targeted program outreach, and families may register using either an email address or mobile phone number, depending on configuration.

Authorized personnel will have access to real-time dashboards designed for each partner type. The District Dashboard enables central office oversight of all schools, providers, and rosters. School Dashboards give principals and site coordinators access to attendance data and provider management. Provider Dashboards allow vendors to list offerings, manage instructors, and view rosters across sites. Instructors can access rosters, take attendance, and manage sign-outs via the Instructor Dashboard. Role-based access ensures appropriate permissions for all users.

The platform supports automated roster creation, digital and printable attendance tracking, and custom reports. Communication tools include automated registration confirmations, reminders, custom email templates, and emergency text messaging. Promotional materials such as printable flyers are also supported.

6crickets provides robust reporting functionality, including enrollment and attendance tracking, revenue reports, and customizable exports for audits and compliance. Payment processing (if applicable) includes collection, disbursement to providers and schools, and integration of scholarships based on student ID. Optional features allow districts to delay provider payments to reduce fees tied to low enrollment cancellations.

If integrated with the Districts Student Information System (SIS), 6crickets will pre-load student and guardian information and update records ahead of each registration cycle. Families will not be able to update SIS data within the 6crickets system, preserving data integrity. Registration restrictions can be configured to control program access by site or district-wide during intersession periods.

Initial onboarding includes hands-on training webinars for district, school site, and provider staff, along with access to on-demand training videos. Ongoing support is available via live chat, email, and video or phone consultations.

6crickets complies with all applicable privacy laws, including FERPA and the California Student Data Privacy Agreement, and is committed to protecting the confidentiality of all student, family, staff, and provider data entered into the system.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	✓
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	✓
	Place of Birth	
	Gender	✓
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	✓
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	✓
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	✓
	Phone	✓

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	✓
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	✓
	Low income status	✓
	Medical alerts/ health data	✓
	Student disability information	✓
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/foster care)	✓
	Other indicator information-Please specify:	
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	✓
	State ID number	✓
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	✓
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	✓
Student Survey Responses	Student responses to surveys or questionnaires	✓
Student work	Student generated content; writing, pictures, etc.	☐
	Other student work data -Please specify:	
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	✓
	Student pick up and/or drop off location	✓
	Student bus card ID number	
	Other transportation data – Please specify:	LEA may get more data from custom questions
Other	Please list each additional data element used, stored, or collected by your application:	LEA may obtain more data in the 6crickets system from custom registration questions from families. This survey reflects required information to be collected, district may opt for additional information to be collected.
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Cutler-Orosi Joint Unified School District Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[**Insert categories of data here**]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[**Insert or attach special instructions**]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Cutler-Orosi Joint Unified School District ("Originating LEA") which is dated November 13, 2025, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

shauna@6crickets.com

PROVIDER: 6crickets

BY: [signature] Date: 11/13/2025

Printed Name: Shauna Hultgrien Title/Position: Business Development Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Cutler-Orosi Joint Unified School District and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA: Cutler-Orosi Joint Unified School District

BY:

Date: SUBSCRIBING LE

Printed Name: SUBSCRIBING LEA Title/Position: SUBSCRIBING LEA

SCHOOL DISTRICT NAME: Cutler-Orosi Joint Unified School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: DESIGNATED REPRESENTATIVE OF

Title: DESIGNATED REPRESENTATIVE OF SUBSCRIBING LEA

Address: DESIGNATED REPRESENTATIVE OF SUBSCRIBING LEA

Telephone Number: DESIGNATED REPRESENTATIVE OF

Email: DESIGNATED REPRESENTATIVE OF SUBSCRIBING LEA

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☑	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☑	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☑	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:

Cutler-Orosi Joint Unified School District, located at 12623 Avenue 416 [illegible] (the "**Local Education Agency**" or "**LEA**") and 6crickets, located at 3225 126th Ave NE, Bellevue, WA 98005 (the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term**. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

2. **Modification to Article IV, Section 7 of the DPA**. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i)~~ for adaptive learning or customized student learning (including generating personalized learning recommendations)~~; or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Cutler-Orosi Joint Unified School District

By: _____ Date: LEA SIGN DATE

Printed Name: Jayboy Camaquin Title/Position: Instructional Program Admin

Provider: 6crickets

By: _____ Date: 11/13/2025

Printed Name: Shauna Hultgrien Title/Position: Business Development

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFY 2025-2026 SPEECH THERAPY LINK SERVICE AGREEMENT WITH THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT**

ATTACHMENTS: **2025-2026 SPEECH THERAPY LINK SERVICE AGREEMENT WITH THE CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT**

FUNDING SOURCE: **SPECIAL EDUCATION STATE FUNDING**

DISCUSSION: Attached for Board ratification is an agreement with Speech Therapy Link from November 1, 2025, to June 30, 2026. The Cutler-Orosi Joint Unified School District shall pay the hourly rate of $130 for services rendered by the physical therapist as listed in exhibit A of the service agreement. The estimated cost for this service is $26,000.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Antonio Quintanilla; Director of Special Services***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the service agreement with Speech Therapy Link.**

PROPOSED ACTION: **RATIFY**

Item #: 9

SCHOOL STAFFING AGREEMENT

This SCHOOL STAFFING AGREEMENT (this "Agreement") made this 30th day of October 2025, between **Cutler Orosi Joint Unified School** ("District") located at 12623 Avenue 416, Orosi, CA 93647and **Speech Therapy Link, Inc.** located at 2505 W. Shaw Ave., Building A, Fresno, CA 93710 ("Provider"). District and Provider also referred to herein individually as the ("Party") and collectively (the "Parties").

RECITALS

This agreement is based on the following facts and understandings of the parties:

1. District provides special education services to students enrolled in public schools.

2. Provider provides fully licensed and qualified therapists and therapy assistants, special educators, nursing, and paraeducators ("Personnel") to schools and educational systems, who possess special expertise and have met all applicable federal and state licensing and registration requirements.

3. Provider possesses a "Notice of Nonpublic, Nonsectarian Agency Certification" provided by the California Department of Education.

4. Provider will supply District with services for a number of hours per week as indicated in the attached Exhibit C – Confirmation of Agreement(s).

5. District understands that Provider's ability to provide services is subject to the availability of staff. Unforeseen circumstances (i.e. maternity leave, medical leave) can impact availability of a therapist / professional. Provider will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of special education personnel in California.

6. Provider understands that District may seek reimbursement for professional services from various funding sources (i.e. Medi-Cal), with the professional providing appropriate documentation within District's EMR for District to secure this funding.

7. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

1. TERM.

This term of this agreement will be for twelve months and begin effective November 1, 2025 and shall end on July 31, 2026. The parties may extend the agreement beyond its initial term as mutually agreed in writing.

2. TERMINATION.

Either Party may terminate this Agreement with cause upon forty-five (45) days prior written notice to the other Party. Any unsatisfied obligations rising prior to the termination date shall survive the termination date until satisfied. Within fifteen (15) days after this Agreement is terminated for any reason, any manuals, equipment, and supplies belonging to one of the Parties, but in the possession of the other Party, shall be returned at the cost and expense of the Party in possession.

3. SERVICES.

(a) **Applicable Rules.** Provider's Personnel shall provide the Services pursuant to the terms and conditions of this Agreement and in accordance with all applicable federal, state, and local laws, rules and regulations, together with all applicable rules and regulations of District's third-party reimbursement payors. District shall notify Provider of all applicable rules and regulations regarding its third-party reimbursement payors and any changes thereto.

(b) **Treatment Plan**. Provider's Personnel shall adhere to the scope and limitations set forth in the Individual Education Plan (IEP) communicated to Provider for each student (except in the case of adverse reaction). Provider agrees to consult with the student's case manager/IEP team in the development of a written plan for each student receiving therapy and / or educational services from Provider.

(c) **Licensing**. Services shall be performed only by duly licensed Personnel. Additionally, Personnel shall always, when providing services conform to the applicable policies, practices, procedures, and rules set forth by the standards of practice and codes of ethics set forth by their professional associations.

4. DISTRICT TO PROVIDE.

The district shall provide the following:

(a) **Responsibility**. Maintain full administrative and professional responsibility for the treatment and care of all of its students receiving Services.

(b) **Schedule**. Scheduling of therapy treatments will be arranged between Provider and the School Site.

(c) **Grievance Process.** A grievance is hereby defined as a claim of a violation of any specific provisions of this Agreement. No grievance shall be considered unless it has first been presented within five (5) working days of the alleged occurrence or the date the district should have reasonably become aware of the incident, which is the basis for the grievance. Grievances will be investigated by the Provider, and District shall, in good faith, cooperate with Provider in the investigation process of the grievance.

5. INDEPENDENT PROVIDER.

When engaged in carrying out the terms and conditions of the contract, Speech Therapy Link, Inc., represents themselves as an independent Contractor, and not an officer, employee, agent, partner, or joint venturer of the district. The Provider shall assume full responsibility for payment on account of Speech Therapy Link, Inc. and all its employees of federal, state, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation and applicable income and employment tax laws. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent as between Speech Therapy Link, Inc. and District.

6. COMPENSATION.

(a) **Service Logs.** District will ensure Provider has access to IEP system (e.g., SEIS, SIRAS, Service Tracker) or other documentation system used by district.

(b) **Invoices.** Provider shall invoice the District for the Personnel provided hereunder at the rates set out on Exhibit A, attached hereto and fully incorporated herein. Invoices will be submitted via email to district employee(s) identified by District. The invoice shall state:

(i) The name(s) of the Personnel/therapist(s) who provided the Services.
(ii) Each of the Services provided; and
(iii) The dates and number of hours of Services on each date.

(c) **Invoice Submittal.** Provider will submit invoices to District two (2) times per month, as follows:

(i) For services rendered on the 1st to 15th day of month; provider will submit invoice on or before the 20th day of the month.
(ii) For services rendered on the 16th to last day of month; provider will submit invoice on or before the 5th day of the preceding month.

(d) **Payment.** District shall pay Provider the full amount of each invoice on or before the date thirty (30) calendar days from the date of Provider's invoice (the "Due Date"). District must notify Provider in writing of any dispute of any portion of an invoice within thirty (30) days of receipt of the invoice. Failure to notify Provider within this thirty (30) day period shall be deemed District's confirmation of its obligation under this Agreement to pay Provider in full for the invoice.

(e) **Overtime**. Overtime hours must be confirmed by the Director of Special Education, via email correspondence to serve as authorization of overtime hours. Overtime is considered more than 8 hours per service day.

7. RECORDS.

(a) **Individual Student Records.** District and Provider acknowledge and agree that all of District's individual student records within the Premises which are used by the Personnel under this Agreement shall be and remain the property of District. Provider and Provider's Personnel shall have the right to use these records for treatment and other proper business purposes that do not violate student privacy rights (FERPA and HIPPA).

(b) **Provider Records.** All student records will remain in the possession of the district. IEP records and Daily Documentation will be kept within the District's IEP System and Daily Notes System.

8. TRAINING.

Provider shall advise and participate in the development of the district's safety and training programs to the extent District requests such service, including District's in-service education training program and, with Provider's prior consent, advise or serve upon any committees designated by the District.

9. PROVIDER'S QUALIFICATIONS.

Provider represents that it has in effect all licenses, permissions, and otherwise all legal qualifications to perform this agreement. Provider will provide copy of professional licenses of each provider working within your district.

Provider shall require all employees and all subcontractors to submit fingerprints consistent with California Education Code Section 44237. Provider shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for Provider's employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained: and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contender to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of the Providers, sub-Providers, in addition to employees.

PROVIDER shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on District grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature. Provider shall keep a copy of said information in the employee file or volunteer file.

10. WORKING AREA EQUIPMENT.

(a) **Premises.** The District shall, at its sole cost and expense and at no cost to Provider, set aside, make available to Provider's Personnel, and maintain within the Premises adequate supplies, reporting forms, equipment, working areas, and storage spaces which are appropriate, in Provider's reasonable determination, to enable Provider to properly provide Services hereunder. Any and all supplies and equipment furnished by the Provider and used in the Premises shall remain the sole and separate property of Provider and may be removed by Provider at any time for any reason.

(b) **License.** Provider and District shall do nothing which would jeopardize the licensure of the District, Provider, or the Personnel or their respective participation in any third-party reimbursement program.

(c) **Compliance.** At all times, the District and Provider shall comply with all federal, state and local laws, rules and regulations now in effect or later adopted applicable to the District, the Personnel, and the Services provided hereunder.

11. INSURANCE.

(a) **Provider Malpractice Insurance.** Provider shall obtain and maintain professional liability insurance coverage in the minimum amounts of two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate per year, with an insurance carrier or carriers approved and duly authorized to engage in the business of insurance under the laws of the State where the Facility is located, in order to provide adequate liability protection and coverage relating to Provider's performance under this Agreement. Inability to obtain and maintain insurance under this provision shall be, at the district's option, cause for immediate termination by the District of this Agreement. Upon request, Provider shall provide the district with a certificate of insurance upon request in such form as Provider's insurance carrier may issue without additional charge to Provider.

(b) **District Malpractice Insurance.** District shall obtain and maintain general and professional liability insurance coverage in the minimum amounts of two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate per year, with an insurance carrier or carriers approved and duly authorized to engage in the business of insurance under the laws of the State where the Facility is located, in order to provide adequate liability protection and coverage relating to the District's performance under this Agreement. The inability to obtain and maintain insurance under this provision shall be, at the Provider's option, cause for immediate termination by Provider of this Agreement. Upon request, the district shall provide Provider with a certificate of insurance upon request in such form as the District's insurance carrier may issue without additional charge to the District.

12. INDEMNIFICATION.

Each Party agrees to indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's, or such Party's employees, agents, or Providers, duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

13. REPRESENTATION AND WARRANTIES.

(a) **License.** Provider and District each represent and warrant to the other that each is, together with all of their respective employees, agents, and servants, duly licensed and certified by all applicable local, state, and/or federal agencies to perform the Services and provide all items contemplated herein.

(b) **Confidential Information.** Neither District nor Provider shall, during or after the term of this Agreement, disclose any confidential information of the other to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever.

14. MISCELLANEOUS.

(a) **Amendment.** No amendment, revocation, change or modification of this Agreement shall be valid unless the same be in writing and signed by the Parties hereto.

(b) **Assignment.** This Agreement may not be assigned by a Party without the express prior written consent of the other Party.

(c) **Authority.** Each Party represents and warrants to the other Party that:

(i) It has the full power and authority to enter into and perform this Agreement; and

(ii) Each Party further acknowledges that it has read this entire Agreement, understands it, and agrees to be bound by it.

(d) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(e) **Enforcement Costs.** If any legal action or other proceeding, including arbitration, is brought by Provider or District for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement the prevailing Party shall be entitled to recover reasonable attorney's fees, court costs and other expenses, incurred in that action or proceeding, including all appeals, in addition to any other relief to which Provider may be entitled.

(f) **Entire Agreement.** This Agreement (together with all attachments hereto) contains a complete statement of all of the terms of this Agreement between the Parties with respect to the matters provided for herein and supersedes any previous agreements and understandings (whether written or oral) between the Parties. All attachments to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein.

(g) **Headings.** The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

(h) **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when delivered personally or when deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested or sent via a nationally recognized and receipted overnight courier service, to the Parties at their respective principal office of record as set forth above or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party.

(i) **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

(j) **Successors.** This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties, and their respective legal representatives, heirs, successors and assigns, except as expressly prohibited herein.

(k) **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement shall constitute a waiver of any such breach of such covenant, agreement, term or condition. Any Party may waive compliance by the other Party with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date written below.

Cutler Orosi Joint Unified School District

Signed by:
By: Yolanda Valdez

Print Name: Yolanda Valdez

Its: Superintendent

Date: 11/17/2025

Speech Therapy Link

By: _____

Print Name: Jordin Perez

Its: President

Date: October 30, 2025

Exhibit A

Hourly Bill Rates: Related Service Providers

Effective Date: January 1, 2025

Services for 2025-2026	Hourly Rates:
Speech Language Pathologist	$130
Speech Language Pathology Assistant	$90
Occupational Therapist	$130
Certified Occupational Therapy Assistant	$90
Physical Therapist	$130
Special Education Teacher	$100
Nursing: BSN, RN	$95
Nursing: LVN	$70
Nursing: CNA	$50
Health Aide	$42
Individual Counseling	$100
Paraeducator	$42
School Psychologist	$140
Board Certified Behavior Analyst	$130
Registered Behavior Technician	$48

The above-listed Related Service Providers are guaranteed to work 40.0 hours per week with a caseload of 40-55 students, *unless agreed to in writing by both parties prior to commencement of services*. However, if District is closed, for example, in observance of a holiday, provider will not be billed for those hours. Provider will only bill for hours worked by Related Service Provider, therefore, for example, if Related Service Provider calls out sick, Provider will not bill School District.

The district will provide current and appropriate standardized assessment materials, therapy materials, and necessary materials to complete paperwork and duties within the district. This includes responsibility to ensure access to printers, scanners, copy machines, and internet connection.

Additional Charges may also apply if Provider is required to provide software such as: teacher planning programs software, diagnostic tools / assessment kits, testing protocols and all materials purchased for students.

The district will ensure that an appropriate therapy room is provided which includes phone, air conditioning and heat, tables, chairs, file cabinets, and privacy for therapy sessions, testing sessions, and IEP meetings.

Overtime hours must be pre-approved by authorized school district representative and authorized Provider representative.

Exhibit B

PROVIDER AGREEMENT

This Provider Agreement ("Agreement") is effective as of **November 1, 2025** and is by and between **Cutler Orosi Joint Unified School District** ("District") and **Speech Therapy Link, Inc.** ("Provider").

RECITALS

District and Provider are parties to an agreement or arrangement pursuant to which Provider performs certain services for District.

In connection with the performance of its services, Provider may receive from or create or receive on behalf of District health information that is considered PHI (as defined below).

To the extent that such PHI is shared between the parties, this Agreement shall apply and shall set forth the party's obligations with respect to such PHI.

The provisions of this Agreement shall become binding on the parties beginning on the date on which PHI is first shared between the parties and shall terminate in accordance with the terms of this Agreement.

TERMS

1. **Definitions**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules (as defined below), the HITECH Standards (as defined below) or any future regulations promulgated, or guidance issued by the Secretary (as defined below) thereunder.

a) Breach. "Breach" shall have the same meaning as the term "breach" at 45 C.F.R. § 164.402.

b) Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an Individual (as defined below) that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

c) Electronic PHI. "Electronic PHI" shall have the same meaning as the term "electronic PHI" at 45 C.F.R. § 160.103, limited to the information created or received by Provider from or on behalf of District.

d) HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HIPAA Rules (as defined below) and the HITECH Standards (as defined below), and all future regulations promulgated thereunder.

e) HIPAA Rules. "HIPAA Rules" means the Privacy Rule (as defined below) and the Security Rule (as defined below).

f) HITECH Standards. "HITECH Standards" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules.

g) Individual. "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

h) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164.

i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by Provider from or on behalf of District.

j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

m) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160, 162, and 164.

n) Unsecured PHI. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

2. Relationship of Parties

In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent Provider and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

3. Ownership of PHI

Provider acknowledges that all rights, title and interest in and to any PHI furnished to Provider vests solely and exclusively with District or the Individual to whom such PHI relates.

4. Obligations and Activities of Provider

a) Provider agrees to not use or disclose PHI other than as permitted or required by this Agreement, any underlying agreement between the parties, or as Required by Law.

b) Provider will make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or, if needed by Provider, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Provider to perform its obligations to District under this Agreement, any underlying agreement, or as Required By Law.

c) Provider agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.

d) Provider agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of District. The provider shall comply with the applicable requirements of the Security Rule in the same manner such provisions apply to District.

e) Provider agrees to mitigate, to the extent practicable, any harmful effect that is known to Provider of a use or disclosure of PHI by Provider in violation of the requirements of this Agreement.

f) Provider agrees to report to District any use or disclosure of PHI not provided for by this Agreement of which it becomes aware. To the extent that Provider creates, receives, maintains or transmits Electronic PHI, Provider agrees to report as soon as practicable to District any Security Incident, as determined by Provider, involving PHI of which Provider becomes aware. Notwithstanding the foregoing, Provider and District acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and District acknowledges and agrees that no additional notification to District of such unsuccessful Security Incidents is required. However, to the extent that Provider becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, Provider shall notify District of these attempts and provide the name, if available, of said party. At the request of the District, Provider shall identify the date of the Security Incident, the scope of the Security Incident, Provider's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.

g) Following Provider's discovery of a Breach of Unsecured PHI, Provider shall notify District of the Breach without unreasonable delay, and in no event later than ten (10) calendar days after Provider, or any of its employees or agents, discovered the Breach. Such notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Provider to have been, accessed, acquired, used, or disclosed during the Breach and any other information available to Provider about the Breach which is required to be included in the notification of the Breach provided to the Individual in accordance with 45 C.F.R. §164.404(c). A Breach of Unsecured PHI shall be treated as discovered as of the first day on which such Breach is known to Provider or should have be known to Provider by exercising reasonable diligence.

h) In accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii), Provider agrees to ensure that any subcontractor that create, receive, maintain, or transmit PHI on behalf of Provider agree in writing to the same restrictions and conditions that apply through this Agreement to Provider with respect to such information. Moreover, Provider agrees to ensure any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect District's Electronic PHI.

i) Provider shall provide access, at the request of District, and in a time and manner mutually acceptable to Provider and District, to PHI in a Designated Record Set to District, or, as directed by District, to an Individual or another person properly designated by the Individual, in order to meet the requirements under 45 C.F.R. § 164.524. If Provider maintains PHI electronically in a Designated Record Set and if the Individual requests an electronic copy of such information, Provider must provide District, or the Individual or person properly designated by the Individual, as directed by District, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by District and the Individual. Any fee that Provider may charge for such electronic copy shall not be greater than Provider's labor and supply costs in responding to the request.

j) Provider agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set that District directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of District or an Individual, and in a time and manner mutually acceptable to Provider and District.

k) Provider agrees to document such disclosures of PHI and information related to such disclosures as would be required for District to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, Provider shall account for all disclosures of PHI made through an Electronic Health Record in accordance with the HITECH Standards and any future regulations promulgated thereunder.

l) Within ten (10) business days (or such other date that Provider and District may reasonably agree upon) of receiving written notice from District that District has received a request for an accounting of disclosures of PHI, Provider agrees to provide to District information collected to permit District to make the accounting required in accordance with 45 C.F.R. § 164.528.

m) Provider shall make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Provider on behalf of District, available to the Secretary for purposes of determining District's or Provider's compliance with the Privacy Rule.

n) To the extent Provider is to carry out District's obligations under the Privacy Rule, Provider shall comply with the requirements of the Privacy Rule that apply to District in the performance of such delegated obligation.

5. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement:

a) Provider reserves the right to **use** PHI for the proper management and administration of Provider, to carry out the legal responsibilities of Provider, and to provide data aggregation services to District.

b) Provider may **use or disclose** PHI to perform functions, activities, or services for, or on behalf of, District provided that such use or disclosure would not violate the Privacy Rule if done by District.

c) Provider may **disclose** PHI in its possession for the proper management and administration of Provider, provided that disclosures are Required by Law, or Provider obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Provider of any instances of which it is aware in which the confidentiality of the PHI has been breached.

6. Obligations of District

a) The district shall notify Provider in writing of any limitation(s) in its notice of privacy practices, to the extent that such limitation may affect Provider's use or disclosure of PHI.

b) District shall notify Provider, in writing and in a timely manner, of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect Provider's permitted or required use or disclosure of PHI.

c) District shall notify Provider, in writing and in a timely manner, of any restriction to the use and/or disclosure of PHI, which District has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Provider's use or disclosure of PHI.

d) District shall have entered into "Provider Agreements" with any third parties (e.g., case managers, brokers or third-party administrators) to which District directs and authorizes Provider to disclose PHI.

7. Permissible Requests by District

District shall not request Provider to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by District.

8. Term and Termination

a) Term. The term of this Agreement shall commence on the Effective Date and shall terminate when Provider ceases providing services to or for District that involves creating, receiving, maintaining, or transmitting PHI on behalf of District.

b) Termination for Cause. Upon the District's knowledge of a material breach of this Agreement by Provider, District shall either:

i) Provide an opportunity for Provider to cure the breach or end the violation and terminate this Agreement if Provider does not cure the breach or end the violation within the time specified by District; or

ii) Immediately terminate this Agreement if Provider has breached a material term of this Agreement and cure is not possible.

iii) The provider shall ensure that it maintains the termination rights in this Section in any agreement it enters into with a Provider pursuant to Section 4(h) hereof.

c) Effect of Termination.

i) Except as provided in paragraph (ii) of this Section, upon termination of this Agreement, for any reason, Provider shall return or destroy all PHI received from District or created or received by Provider on behalf of District. This provision shall apply to PHI that is in the possession of Providers or agents of Provider. Provider shall not retain copies of the PHI.

ii) In the event that Provider determines that returning or destroying the PHI is not feasible, Provider shall provide to District notification of the conditions that make return or destruction not feasible. Upon determination that return, or destruction of PHI is not feasible, Provider shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Provider maintains such PHI.

9. Miscellaneous

a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.

b) Amendment. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the

requirements of HIPAA. District shall provide written notice to Provider to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Agreement to comply with HIPAA. The parties agree to negotiate an amendment to the Agreement in good faith; however, either party may terminate this Agreement upon ninety (90) days written notice to the other party if the parties are unable to reach an agreement.

c) Survival. The respective rights and obligations of Provider under Section 8 of this Agreement shall survive the termination of this Agreement, unless expressly stated otherwise.

d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit District and Provider to comply with HIPAA.

e) Notice. Any notice, report or other communication required under this Agreement shall be in writing and shall be delivered personally, telegraphed, emailed, sent by facsimile transmission, or sent by U.S. mail.

f) Governing Law. The rights, duties and obligations of the parties to this Agreement and the validity, interpretation, performance and legal effect of this Agreement shall be governed and determined by applicable federal law with respect to the Privacy Rule and the Security Rule and otherwise by the laws of the State where the Facility is located.

g) Counterparts. This Agreement may be executed in one or more original counterparts and will become operative when each party has executed and delivered at least one counterpart. Each original counterpart will be deemed to be an original for all purposes, and all counterparts will together constitute one instrument.

h) Signatures. This Agreement may be signed electronically and delivered by email, facsimile or similar transmission, and an email, facsimile or similar transmission evidencing execution, including PDF copies of executed counterparts, will be effective as a valid and binding agreement between the Parties for all purposes.

DISTRICT	**PROVIDER**
Cutler Orosi Joint School District	**SPEECH THERAPY LINK**
Signed by: Yolanda Valdez C552B6A9C44349F...	
Authorized Signature	Authorized Signature
Yolanda Valdez Superintendent	Jordin Perez, President
Name and Title	Name and Title
11/17/2025	October 30, 2025
Date	Date

IN WITNESS THEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

Exhibit C-1

Confirmation of Agreement: November 1, 2025 to July 31, 2026

Speech Therapy Link agrees to provide **Physical Therapy Services** to **Cutler-Orosi Joint Unified School District** understands that Provider's ability to provide services is subject to the availability of the employee. Unforeseen circumstances (i.e., maternity leave, medical leave, therapist moving) can impact availability of an employee. Providers will do their best to ensure that these unforeseen circumstances are covered but cannot guarantee to do so based on the shortage of therapists and special educators in California.

Specialty/Discipline:	Physical Therapy
Method of Service Delivery:	Onsite
If Onsite is Not Available, are you open to virtual:	**No**
Start Date:	11/1/2025
End Date:	7/31/2026
Hours Per Day	Up to 8
Hourly Rate:	$130
Days per year Requested by District:	Up to 25 days
Number of Physical Therapists	1
TOTAL COST TO DISTRICT (not to Exceed):	26,000
Additional Cost: ESY / Compensatory Services	NA
Invoices Submitted 2 Times Per Month	• Service Dates: 1st to 15th; Submitted by 20th Service Dates: 15th to last day of month: Submitted by 5th of proceeding month.
Payment by District:	• Due 30 days upon receipt of invoice
Cancellation Notice	45 Days
Billing Contact: Name	Antonio Quintanilla
Billing Contact: Email	anquintanilla@cojusd.org
Billing Contact: Address, State, Zip	12623 Avenue 416 Orosi, CA 93647
Invoices Will Be Emailed To:	anquintanilla@cojusd.org

Cutler Orosi Joint Unified School District

Signed by:
Yolanda Valdez

Signature of Authorized Representative

Name: Yolanda Valdez

Date: 11/17/2025

Speech Therapy Link, Inc.

Signature of Authorized Representative

Name: Jordin Perez

Date: October 30, 2025

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **2025-2026 CALIFORNIA HEALTHY KIDS SURVEY**

ATTACHMENTS: **2025-2026 CALIFORNIA HEALTHY KIDS SURVEY MEMORANDUM OF UNDERSTANDING (MOU)**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board approval is a Memorandum of Understanding with California Healthy Kids Survey (CHKS). CHKS is designed to help provide information regarding student health and academic performance. Cutler-Orosi Joint Unified School District will participate in the survey during the Spring of 2026. The district will administer the California Healthy Kids Survey to students in grades 5th, 6th, 7th, 9th and 11th. Parents who do not want their student(s) to participate in the California Healthy Kids Survey must notify the school principal in writing that they are requesting their student(s) be excluded from participating in the survey. Expenses will be covered by TCOE.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Laura Gonzalez, Director of Grants and Program Development***

BOARD GOAL:

- [X] **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [X] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the 2025-2026 California Healthy Kids Survey MOU.**

PROPOSED ACTION: **APPROVE**

Item #: 10

CalSCHLS

California School Climate, Health, and Learning Surveys

MEMORANDUM OF UNDERSTANDING · 2025/26 SCHOOL YEAR

DISTRICT NAME: Cutler-Orosi Unified School District

This agreement outlines conditions to be met by the above-named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
    - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.

- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2025-2026 school year.

TCOE will cover survey set-up and student enrollment fees for grades 5/6, 7, 9, and 11.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post District CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect.

V. GENERAL TERMS AND CONDITIONS

a. Terms. This MOU is effective on September 1, 2025 and expires on June 30, 2026.

b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

c. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.

d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out if its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.

e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

   WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

California Survey Administration Fees 2025–2026

CalSCHLS

All Fees include CDE Subsidies

Questions? Email us at calschls@wested.org

Data Dashboard

Password-Protected Data Dashboard – *$75 per eligible school*

Districts may purchase a two-year subscription to a password-protected data dashboard that displays up to 10 years of CalSCHLS data at the district level and individual school level at the subsidized rate of $75 per eligible school.

Survey-Related Fees	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee – *per survey type*	$200	$200*	$200
Enrollment Fee – *per student enrolled*	$0.40		
Paper Processing Fee – *per parent survey paper copy returned for manual processing*			$0.40
Supplementary Modules – *per supplemental module*	$100	$100	$100
School Reports – *per school, includes school special reports* *(Elementary and secondary student reports are charged separately.)*	$75	$75	$75
District Raw Data – *per data set*	$75	$75	$75
Countywide Raw Data – *per data set*	$500	$500	$500
Countywide Report – *per report*	$500	$500	

* *If you are a district surveying less than 100 students, the CSSS Survey Set-up Fee will be waived.*

Custom Services

Custom Modules – *$200 development fee for every three questions or fraction thereof; $100 for subsequent use of the same module (with no changes)*

Custom Workshops – *$125 per hour (for staffing-related costs), plus travel expenses*

Other Custom Requests – *$100 per hour*

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:	WestEd Staff:
Signature	Signature
Printed name	Printed name
Date	Date

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE SERVICE/COLLABORATIVE PARTNERSHIP AGREEMENT FOR OROSI COMMUNITY BASED INSTRUCTION**

ATTACHMENTS: **MOU AGREEMENT FOR OROSI COMMUNITY FOR OROSI COMMUNITY BASED INSTRUCTION**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for Board Approval is a collaborative partnership between Orosi CBI (Community Based Instruction) and the Cutler-Orosi Family Education Center (FEC) to support engagement, skill development, and community service opportunities. The outline agreement is to provide students to volunteer and/or participate in learning opportunities at the Family Education Center

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Laura Gonzalez, Director of Grants and Program Development***

BOARD GOAL:

- [ ] **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- [x] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [ ] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Orosi Community Based Instruction Service Agreement**

PROPOSED ACTION: **APPROVE**

Item #: 11

MEMORANDUM OF UNDERSTANDING

Between
Orosi Community Based Instruction and
Cutler Orosi Joint Unified School District- Cutler-Orosi Family Education Center (FEC)

This Memorandum of Understanding (MOU) establishes a collaborative partnership between **Orosi CBI** and the Cutler Orosi **Family Education Center (FEC)** to support student engagement, skill development, and community service opportunities.

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1. Purpose

The purpose of this MOU is to outline the agreement for **Orosi CBI** to provide students to volunteer and/or participate in learning opportunities at the Family Education Center.

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2. Roles and Responsibilities

Orosi CBI Agrees to:

1. Provide students to the Family Education Center **every Monday** for **1** hour..
2. Ensure students arrive prepared and follow all expectations and guidelines set by FEC.
3. Maintain communication with FEC regarding schedules, attendance, or any necessary updates.
4. Will provide a staff member who will supervise students.

Family Education Center (FEC) Agrees to:

1. Provide all necessary tools, materials, required for students to successfully complete assigned tasks.

2. Offer meaningful opportunities that enhance student learning, leadership, and community engagement.

3. Ensure a supportive, and inclusive environment for all participating students.

4. Provide confirmation of volunteer hours if needed for school or program credit.

---

3. Term of Agreement

This MOU will begin on **Monday, December 1, 2025** and remain in effect until **Monday, May 4, 2026**, unless amended or terminated earlier by mutual agreement. **Presumably to restart in the 2026/2027 school year.**

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4. Communication

Both parties agree to maintain open, timely communication to ensure the success of this partnership. Any changes to scheduling, expectations, or participation will be communicated promptly.

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5. Non-Binding Agreement

This MOU reflects the intentions of both parties and does not create any legally binding obligations. Either party may request modifications as needed.

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6. Signatures

Signature: _____
Name: _____
Title: _____
Date: _____

Cutler Orosi Joint Unified School District
Cutler-Orosi Family Education Center (FEC)

Signature: _____
Name: Yolanda Valdez
Title: Cutler Orosi Joint Unified School District Superintendent
Date: _____

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **APPROVE CLEVER IDM SERVICES**

ATTACHMENTS: **SERVICE QUOTE**

FUNDING SOURCE: **LCAP**

DISCUSSION: Attached for Board approval is a service quote from Clever. The implementation of Clever IDM (Identity Data Management) will streamline IT and Data Management processes by automating student accounts. This will ensure all students receive immediate access to digital learning systems as well as revoke licenses when students exit. This is essential for protecting student data and reducing unnecessary license costs. The total cost for this service is $7,500.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Sunsie Tumacder, Director of Accountability, Student Services & Categorical Programs.***

BOARD GOAL:

- [ ] 1. **Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- [ ] 2. **Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [x] 3. **Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Clever IDM service agreement**

PROPOSED ACTION: **APPROVE**

Item #: 12

Clever

Company Address	575 Market Street, Suite 1850 San Francisco, California 94105 United States	Issue Date	21 November 2025
		Expiration Date	31 July 2026

Prepared By
Anthony Castillo
E: anthony.castillo@clever.com

Prepared For
Cutler Orosi Joint Unified School District

GROUP 1: CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT | IDM (12/1/2025 - 11/30/2026)

Product	Unit Price	Quantity	Total Price
Implementation Services *One time set up fee*	USD 1,200.00	1.00	USD 1,200.00
Clever IDM	USD 1.50	4,200.00	USD 6,300.00

Subtotal Group 1 USD 7,500.00

Summary

Subtotal USD 7,500.00

Grand Total USD 7,500.00

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 11, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **MEMORANDUM OF UNDERSTANDING (MOU) FOR THE HIGH ROAD TRAINING PROGRAM (HRTP) BETWEEN CALIFORNIA SCHOOL NURSES ORGANIZATION AND CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT**

ATTACHMENTS: **MOU**

FUNDING SOURCE: **N/A**

DISCUSSION:

It is requested that the Board approve a Memorandum of Understanding (MOU) for the High Road Training Program (HRTP) between the California School Nurses Organization and COJUSD on behalf of Bianca Dimas. The MOU outlines the mutual agreement between both parties and clarifies the roles and responsibilities of the program and the District in collaboratively supporting our school nurse as she pursues her School Nurse Credential.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Brian Zimmerman, Assistant Superintendent***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the MOU for Bianca Dimas.**

PROPOSED ACTION: **APPROVE**

Cutler-Orosi Joint Unified School District

and

California School Nurses Organization

Memorandum of Understanding

This Memorandum of Understanding stands as an agreement for the High Road Training Program (HRTP) between the Cutler-Orosi Joint Unified School District and the California School Nurses Organization in an effort to increase the number of credentialed school nurses within the school district. Entities attest through the signing of this the MOU that the district has a greater than 50% free and reduced lunch rate, funds received will not supplant expenses currently paid for the school nurse credentialing program and that the district has equitable hiring practices and procedures. Entities will hold each party harmless in the event of circumstances beyond their control inclusive of funding, layoffs or any labor related situations.

The School District will:

- Serve as a district partner to provide input and feedback on the High Road Training Program (HRTP).
- Participate in meetings as needed.
- Advertise and recruit school nurses for work in the educational setting.
- Serve as an employer for the school nurse.
- Provide a list of school nurses that need to obtain their clear school nurse credential.
- Assist with the school nurse attending the CSNO Academy and the CSNO Conference.
- Monitor credentialing progress of the school nurse.
- Provide schedule flexibility for the school nurse to participate in required credentialing activities.
- Involve the employee's collective bargaining agent (if applicable).
- Complete required grant documents Participate in the evaluation as needed.

The California School Nurses Organization will:

- Oversee the HRTP grant and terms of condition.
- Work with the district liaison and the school nurse.
- Disseminates payment to the School Nurse Credentialing Program for tuition.
- Assist with HRTP meeting facilitation.
- Facilitate school nurse academies for new school nurses.
- Facilitate the CSNO Conference and monthly professional learning opportunities.
- Work with the CSU to refer for student admission to the school nurse credential program.
- Assist with school nurse mentoring support.
- Submit reports in accordance with the grant requirements.
- Complete the HRTP evaluation and examine outcomes.

The MOU shall be effective as to participating school districts or county offices of education upon the date of execution of signatures and shall terminate upon thirty (30) days written notice

Superintendent, School District

Labor Union Representative

Date

Date

Sheri Coburn, RN

Sheri Coburn, EdD, MS, RN, PHN, RCSN, Executive Director Consultant
California School Nurses Organization

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 11, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **RATIFICATION OF MEMORANDUM OF UNDERSTANDIG (MOU) BETWEEN TCOE NEW TEACHER & LEADERSHIP DEVELOPMENT PROGRAM AND THE DISTRICT**

ATTACHMENTS: **MEMORANDUM OF UNDERSTANDING**

FUNDING SOURCE: **N/A**

DISCUSSION:

This Agreement between Tulare County Superintendent of Schools (TCOE) and the District is to partner together to provide training and support for eligible District participants. The TCOE Induction Program is designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the candidate's first year of teaching. The term of this memorandum of understanding is effective August 1, 2025 and expires June 30, 2026.

The District shall have responsibilities as set forth in the Scope of Services.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Brian Zimmerman, Assistant Superintendent***

BOARD GOAL:

- [ ] **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
- [X] **3. Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends that the Board ratifies the agreement between TCOE and COJUSD.**

PROPOSED ACTION: **RATIFY**

Item #: 14

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County Superintendent of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

Administration Building & Conference Center
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

Liberty Center/ Planetarium & Science Center
11535 Ave. 264
Visalia

November 12, 2025

Cutler-Orosi Unified School District
12623 Avenue 416
Orosi, CA 93647

Ms. Yolanda Valdez,

Attached is your Agency Agreement for **2025-2026** from New Teacher & Leadership Development.

Please sign and return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Karla Doyer

Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

SCOPE OF SERVICES - EXHIBIT A

1. RESPONSIBILITIES OF DISTRICT:

(Please provide a detailed description of services and deliverables to be provided by Cutler-Orosi Joint Unified School District.)

Recitals/Responsibilities of District:
Intern programs are the result of a partnership between the institution which prepares teachers (Program Sponsor) and the employer. Pursuant to Section §80033 of Title 5 of the California Code of Regulations (CCR), every approved intern program must have a signed agreement between the District and the Program Sponsor detailing the support and supervision that will be provided to the intern.

See attached Exhibit A and B

2.RESPONSIBILITIES OF SUPERINTENDENT:

(Please provide a list of items The Tulare County Superintendent of Schools will furnish.)

Responsibilities of Superintendent:
The Program Sponsor will provide administration and coordination of Single Subject, Multiple Subject, Education Specialist (Mild/Moderate Support Needs, Extensive Support Needs, Early Childhood Special Education) preliminary credentials through the Program Sponsor as approved by CCTC.

See attached Exhibit C

FEE SCHEDULE

The contract total for services to be provided are estimated to be

Fee Schedule:
The following fee structure for participating in the program applies: The cost will be $1,200 per intern. The Employing Agency will be billed in fiscal year 2026 for the interns who are in the program during the 2025-2026 academic year (regardless of the IMPACT intern's start date).
Due to local control funding formula, the TCOE IMPACT District Intern Program no longer receives state funding to support intern programs. Funding has been redirected towards local control funds. Districts can use funds from Title II, Educator Effectiveness for this fee. Additionally, districts can charge interns to support supervision of new teachers as per California ED CODE 44462

See attached Exhibit D

including travel or other expenses.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Exhibit (A)	2025-2026 IMPACT Agency Agreement Scope of Services-Exhibit A.pdf	784.02KB

Exhibit (B)	2025-2026 IMPACT Agency Agreement Scope of Services-Exhibit B.pdf	2.05MB
Exhibit (C)	2025-2026 IMPACT Agency Agreement Scope of Services-Exhibit C.pdf	1.2MB
Exhibit (D)	2025-2026 IMPACT Agency Agreement Scope of Services-Exhibit D (Fee Schedule).pdf	1001.81KB

AGENCY AGREEMENT 260685

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Cutler-Orosi Joint Unified School District**, referred to as **DISTRICT**.

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become

effective as	**and shall expire on .**
8/1/2025	6/30/2026

2. **SERVICES:** DISTRICT shall provide services as set forth: (See attached Scope of Services - Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES: DISTRICT shall pay SUPERINTENDENT** for the actual cost of such services to the extent they are allowable not to exceed the sum of

sum of $ 9,600.00

4. **METHOD OF PAYMENT:**

   a **SUPERINTENDENT must submit itemized invoices to DISTRICT** for the cost of the services

   b **SUPERINTENDENT** is responsible for maintaining verifiable records for all expenditures.

5. **INDEMNIFICATION: SUPERINTENDENT** and **DISTRICT** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **DISTRICT** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE **PARTIES**, having read and considered the above provisions indicate their agreement by their authorized signatures below.

DISTRICT
Yolanda Valdez
Cutler-Orosi Joint Unified School District
12623 Avenue 416
Orosi, CA 93647

SUPERINTENDENT
Tim A. Hire, Superintendent
Tulare County Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

SUPERINTENDENT

Signature

Date 11/17/2025

DISTRICT

Signature

Date

TCOE Program Information

Contact Person: Jasmin Polloni

Telephone: 559-733-6606

Department/Program: New Teacher & Leadership Development

Please return an original copy to:

Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

Tulare County Office of Education
Tim A. Hire, County Superintendent of Schools

IMPACT TEACHER CREDENTIAL PROGRAM

Exhibit A

2025- 2026 TCOE Agency Agreement - Scope of Services

A. WHEREAS, teacher intern programs are a partnership between the California Commission on Teacher Credentialing (CTC), approved Program Sponsor and the California Employing Agency that elects to employ an individual on the basis of an intern credential;
B. WHEREAS, Superintendent is a CTC-approved Program Sponsor and District is an Employing Agency that elects to employ individuals on the basis of an intern credential;
C. WHEREAS, all parties acknowledge that the general education District Intern Credential is valid for two years, and the education specialist District Intern Credential is valid for three years, and the program is designed to be completed in two years;
D. WHEREAS, District acknowledges that there is a shortage of teachers and that current certificated employees will not be displaced when hiring an intern; the intern meet the *Every Student Succeeds Act* (ESSA) regulations and definitions; the intern will be placed in a classroom to assume the functions that are authorized by the regular standard credential; and the intern's services meet the instructional and/or service needs of the District;
E. WHEREAS all parties are aware that intern credentials are limited to an EL authorization that satisfies requirements for Specially Designed Academic Instruction Delivered in English (SDAIE) and do not satisfy requirements to teach ELD in a departmentalized setting;
F. WHEREAS, the supervision and support of the intern is the responsibility of both the Program Sponsor and the District;
G. WHEREAS, Superintendent and District agree to partner together to provide the program for eligible teachers working in the District;
H. WHEREAS Intern programs are the result of a partnership between the institution which prepares teachers (Program Sponsor) and the employer. Pursuant to Section §80033 of Title 5 of the California Code of Regulations (CCR), every approved intern program must have a signed agreement between the District and the Program Sponsor detailing the support and supervision that will be provided to the intern. CCTC states that the supervision and support of the intern is the responsibility of both the Commission-approved teacher preparation program and the employer. The preparation program agrees that a minimum of 6 practicum supervision visits will be conducted each semester of the program. The District agrees to provide a minimum of 5 hours per week of District-provided support and guidance which includes weekly meetings with the on-site mentor.

Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools

IMPACT TEACHER CREDENTIAL PROGRAM

Exhibit B

Responsibilities of District

1. The District will assign a representative (e.g. Assistant Superintendent or Site Principal) to act as a contact person with the Program Sponsor and complete the intern's Professional Development and Clinical Practice Plan on behalf of the District.
2. Clinical Practice and Fieldwork
    a. All Interns
        i. Within 30 days of hiring an intern, the District will identify an on-site mentor and allocate additional personnel if needed to provide on-site support for the intern.
        ii. The on-site mentor and additional personnel working with the intern must possess a Clear or Life Credential in the same areas as the intern, have a minimum of three years of successful teaching experience, and have an English Language Authorization.
        iii. The District will determine the terms of employment for the on-site mentor and additional personnel. It is at the discretion of the District to determine if the on-site mentor and additional personnel receive compensation, and, if so, compensation is the responsibility of the District.
        iv. The District will ensure the on-site mentor is aware of the requirement to participate in a program sponsored orientation and training for a total of 10 hours.
        v. The District will ensure there is protected time for the on-site mentor and additional personnel to work with the intern within the school day and school week.
        vi. The District will ensure the intern has the opportunity to learn about, observe how schools/teachers are using screening and diagnostic techniques to inform teaching and assessment and early intervention techniques.
        vii. The District will ensure the intern has the opportunity to practice using screening and diagnostic techniques to inform teaching and assessment and early intervention techniques.
        viii. The District will ensure the intern has the opportunity to the extent practicable to observe and practice strategies included in the California Dyslexia Guidelines with students with dyslexia. If no student with dyslexia is in the classroom, the district will ensure the intern has the opportunity to practice strategies outlined in the California Dyslexia Guidelines.
        ix. To meet the CTC Precondition 5 and CCR § 80033 requirement of 144 hours of support and supervision per year, the District will ensure that the intern receives a minimum of 5 hours of support and guidance per week with the on-site mentor and any additional personnel as appropriate. Support may include, but is not limited to, weekly course planning of curriculum and assessments, coaching in the classroom, and problem-solving regarding student issues. The intern and on-site mentor will be responsible for documenting hours of support provided by the District.
        x. For those interns who do not already have an English Language Authorization from a current California credential or passing score on the California Teacher of English Learners (CTEL) exam, the District will ensure that the intern receives an additional 25 hours of the required 45 hours per year related to working with English Learners. (For additional ideas for support, see CTC Professional Services Committee [PSA] 13-06 Appendix B.)

xi. The on-site mentor and additional personnel should be immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English Learners, including assessing language needs and progress, and making content instruction accessible for English Learners (e.g. in-classroom modeling and coaching).
xii. The District will release the intern to participate in 2 half-days to complete clinical practice and fieldwork activities.
xiii. The District will provide internet access to visiting Program Sponsor personnel.
xiv. If the intern's employment is located more than 45 minutes away from the Program Sponsor, the District may be asked to assist in identifying a practicum supervisor.

b. Education Specialist Interns - Mild to Moderate Support Needs, Extensive Support Needs, and Early Childhood Special Education
   i. The District will partner with the Program Sponsor to ensure that the education specialist intern will be provided with a range of experiences that reflects the diversity of age and grade levels, the range of federal disability categories, and the continuum of special education services.
   ii. The District will partner with the Program Sponsor to ensure that the education specialist intern will engage in early field experiences in both general education and special education settings.

3. Appropriate Placement of Interns
   a. The District will provide access to the intern's site administrator or evaluator for consultation with the Program Sponsor.
   b. The District will verify and ensure that the intern's site administrator holds, at a minimum, a Preliminary Administrative Services Credential.
   c. The District will advise site administrators against inappropriate assignment of the intern to extremely challenging/complex teaching assignments and will ensure the intern is placed in classroom assignments that align with California Education Code §44326.
   d. The District will verify and ensure the intern is in the appropriate placement for the credential area.
      i. Single Subject Interns are limited to grades 6-12 in the specific content area of credential
      ii. Multiple Subject Interns are limited to TK-8 in self-contained classroom setting involving two or more core subject areas
      iii. Educational Specialist Interns are limited to the following age group:
         Early Childhood Special Education: Birth through K (includes TK)
         Mild to Moderate Support Needs: K-12 (includes TK through age 22)
         Extensive Support Needs: K-12 (includes TK through age 22)
   e. The District will minimize extra duty assignments for the intern.
   f. The District will ensure that the intern's assignment reflects socio-economic and cultural diversity, supports English Learners, and provides opportunities to work with students with disabilities in the least restrictive environment.
   g. The District will advise the site administrator that the intern requires a timely departure on the days they are participating in Program Sponsored requirements.

4. The District will provide information to site administrators of expectations for the intern to take and pass a Commission approved literacy performance assessment that includes a focus on foundational literacy skills and the additional cross cutting themes in literacy.
5. The District will provide information to site administrators of expectations for the intern to have opportunities to practice teaching literacy with a balanced oral and written language.
6. The District will assist the intern with meeting the student permission slip and video capture requirements for clinical practice and California Teaching Performance Assessment (CalTPA).
7. The District will monitor the intern's progress toward meeting the CalTPA.
8. If appropriate, the District will assist the Program Sponsor to establish monthly payroll deductions for the intern or encourage the intern to make other payment arrangements to ensure program tuition stays current.
9. The District will provide evaluation data as requested by the CTC and the Program Sponsor, including survey completion, demographic and/or retention information.
10. The District will apply all Program Sponsor units earned for the advancement of the candidate on the District salary schedule when the preliminary credential is granted as per California Education Code §44327.
11. The District agrees to support the Tulare County Office of Education's intern program in meeting accreditation requirements when requested. This may include participating in interviews, providing documentation, or engaging in other activities as required by the California Commission on Teacher Credentialing (CTC).

Tulare County Office of Education
Tim A. Hire, County Superintendent of Schools

IMPACT TEACHER CREDENTIAL PROGRAM

Exhibit C

Responsibilities of Program Sponsor Provided by Tulare County Superintendent of Schools:

1) The Program Sponsor will provide administration and coordination of Single Subject, Multiple Subject, Education Specialist (Mild/Moderate Support Needs, Extensive Support Needs, Early Childhood Special Education) preliminary credentials through the Program Sponsor as approved by CCTC.
2) The Program Sponsor will provide all CTC-required coursework for the preliminary credential.
3) The Program Sponsor will maintain the intern's records and provide advisement and feedback on progress to the intern.
4) The Program Sponsor will ensure that the District human resources director and site administrator are informed of the intern's requirement of staying in good academic and financial standing with the program in order to continue with employment.
5) The Program Sponsor will provide training to administrators to acquaint them with the program goals, intern requirements, and on-site mentor and administrator responsibilities.
6) The Program Sponsor will be responsible for establishing effective and on-going communication with the District and Program Sponsor and District personnel (e.g. on-site mentor, practicum supervisor, site administrator, program manager) as appropriate to ensure a successful teaching experience for the intern.
7) The Program Sponsor will ensure the intern meets the following Clinical Practice and Fieldwork requirements:
    a) Identify a practicum supervisor and allocate additional personnel, if needed, to provide on-site support for the intern.
    b) Ensure the practicum supervisor and additional personnel working with the intern possess a Clear or Life Credential in the same area as the intern, have a minimum of three years of successful teaching experience, and hold an English Language Authorization.
    c) Provide appropriate orientation and training for the practicum supervisor and additional personnel, including, but not limited to: characteristics of coaching, time and frequency of visits, processes for documenting observations and evaluating the intern, and training regarding the CalTPA.
    d) Ensure the practicum supervisor completes 12 observations each year with the intern. Support may include, but is not limited to: course planning of curriculum and assessments, coaching through in-person and/or video-based classroom observations, and problem-solving regarding student issues. The intern and practicum supervisor will be responsible for documenting hours received from the Program Sponsor (e.g. administrators, instructors, and additional personnel).
    e) Ensure the intern receives and tracks 144 hours of general support. For interns who do not already have an English Language Authorization from a California credential or passing score on the CTEL exam, the Program Sponsor will ensure those interns receive and track 45 hours of support and supervision specific to teaching English learners pursuant to CCR §80033.
    f) Provide the on-site mentor with initial orientation to the Program Sponsor's curriculum, policies, and procedures, information about the expectations for the intern to take and pass the Literacy Performance Assessment (LPA) that includes a focus on foundational literacy skills and additional cross cutting themes in literacy and expectations related to the Teacher Performance Expectations (TPE) related to oral and

written language, provide and monitor completion of additional training in coaching and mentoring practices which totals a minimum of 10 hours.

g) Provide on-site mentors, instructors, and practicum supervisors with training specific to the California Teaching Performance Expectations, CalTPA, and Literacy Performance Assessment.

8) The Program Sponsor will gather feedback from the District regarding the quality of the intern's preparation by conducting regular District partner and advisory board meetings to support efforts toward continuous improvement.

9) The Superintendent will submit to the CTC, the District intern credential application and the preliminary teaching credential application. Additional assistance and support with other credentialing issues will be provided as needed.

Tulare County
Office of Education
Tim A. Hire, County Superintendent of Schools

IMPACT
TEACHER CREDENTIAL PROGRAM

Exhibit D

Tuition and Fee Schedule
2025-2026

Application Fee		
Application Fee*◊	Due before Advisement Meeting	$350
IMPACT Intern Program – Preliminary Credential		
Multiple Subject, Single Subject, Education Specialist Tuition	Two-year program	$13,000
Initial Tuition Payment*◊	Due before Orientation (Remainder of tuition is generally divided over 20 months)	$750
Adding Credential(s)		
Existing Education Specialist Credential: Adding a Multiple Subject or Single Subject Credential		Tuition will be based on prior coursework completed and equivalencies granted, if any
Existing Multiple Subject or Single Subject Credentials: Adding an Education Specialist Credential		
Existing Multiple Subject Credential: Adding a Single Subject Credential	Speak with Program Manager for more information	
Existing Single Subject Credential: Adding a Multiple Subject Credential	Speak with Program Manager for more information	
Per-Unit and Individual Practicum Supervision Visit Fees		
Per-Unit Fee to Repeat a Course	Includes Practicum Supervision & Fieldwork Course unit(s)	$400
Practicum Supervision Visits	Fee per visit outside of standard IMPACT Intern Program coursework	$150
Tuition will not be reduced based on equivalencies granted	1 - 6 Equivalency Units Granted	$13,000
Early Completion Option		
Application Fee*	Due when prerequisites are met	$250
Tuition	Fee per unit	$400
Practicum Supervision	Fee per visit	$150
Extended Support Program (Enrollment necessary due to unmet state-Mandated Assessment(s) and/or repeating coursework		
Initial Tuition Payment*	Due by the date specified by the program	$400
Monthly Payment	Due by the 5th of each month; paid until assessment(s) and/or course(s)passed	$350

Tulare County Office of Education
Tim A. Hire, County Superintendent of Schools

IMPACT TEACHER CREDENTIAL PROGRAM

Sideways Candidates: $400 initial payment due. Rest of tuition is broken into even monthly payments		
Per-Unit Fee to Repeat a Course	Includes Practicum Supervision & Fieldwork Course unit(s)	$400
Practicum Supervision Visits	Fee per visit outside of standard IMPACT Intern Program coursework	$150

Important Additional Fees		
Transcript Fee – Regular & eTranscripts	Processed within 10 business days	$5/copy
Transcript Fee – Rush	Processed within 2-4 business days	$15/initial copy $5/ea. additional copy
Subject Matter Competency Course Evaluation*◇	Must be enrolled in Framework for Teaching	$100
Additional Credential Processing Fee◇	Candidates who fail to pay the CCTC credential application fee within 90 days will be charged an additional fee	$100
Practicum Supervision Cancellation Fee◇	If cancellation is within 24 hours of scheduled appointment	$100 per visit
Late Tuition Payment Fee◇	Charged the day after the due date	$50
Late SWIVL Return Fee◇	If not returned by initial due date or extension due date	$35
SWIVL Fail to Return Fee◇	A replacement fee will be incurred if not returned 14 days after due date	$1,255
Credit Card Payment Service Fee	Submit notification of payment to NTLD 3 days in advance	3% of total charge
Program Re-Entry Application Fee*	Re-Entry within one (1) semester of withdrawal	$50
	Re-Entry within one (1) year of withdrawal	$100
	Re-Entry within two (2) years of withdrawal	$150
	Re-Entry more than two (2) years from withdrawal	$250
IMPACT District Fee	Annual Fee	$1,200 in county $1,500 out of county

All Tuition and Fees are Subject to Change	
*Non-Refundable Fees	All Application Fees Framework for Teaching Program Fee Extended Support Initial Payment
◇Cashier's Check or Money Order Only (Payable to TCOE)	Program Application Fee Framework for Teaching Program Fee Program Tuition Payments All Late Fees

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **ADDITION OF CONTRACTORS TO THE DISTRICT'S COST ACCOUNTING PREQUALIFICATION LIST (CUPCCAA)**

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION:
Pursuant to Public Code 22000 of the California Uniform Construction Cost Accounting Commission, a school district that has opted into Cost Accounting will have a pre-approved list of contractors for projects under $220,000.00. The request for contractors was placed in the Central California Builders Exchange, the Tulare & Kings Counties Builders Exchange, and the Kern County Builders Exchange. Attached is a list of contractors that have applied to be added to the district's Cost Accounting list.

Bedrock Engineering, Inc.	**Tecta American Sacramento, Inc.**	**Avison Construction, Inc.**
Color New Corp	**J. Noble Binns Plumbing Co., Inc.**	**Geometric Construction, Inc.**
Seal Rite Paving & Grading	**Prime Time Construction, LLC**	**Kings County Air Conditioning, Inc.**
Graham Prewett, Inc.	**Foam Experts Roofing, Inc.**	**Harris Construction Co., Inc.**
Valley Unique Electric, Inc.	**RMR, Inc.**	**Wild Electric, Inc.**

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Raffi Soghomonian, Director of Facilities, Maintenance, Operations & Transportation***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends that the Board approve the addition of the above contractors.**

PROPOSED ACTION: **APPROVE**

Item #: 15

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **ADDITIONS TO CONTRACTOR PREQUALIFICATION LIST**

ATTACHMENTS: **NONE**

FUNDING SOURCE: **N/A**

DISCUSSION:

Pursuant to Public Contract Code 20111.6, prior to bidding or submitting a proposal for projects that exceed $1,000,000.00 (one million dollars), school districts must have a list of preapproved contractors. The prequalification application is available on the district website for all interested contractors. The following contractors have complied with the application process and will be added to the list of previously approved contractors.

Valley Unique Electric, Inc.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Raffi Soghomonian, Director of Facilities, Maintenance, Operations and Transportation***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the addition of the above list of contractors.**

PROPOSED ACTION: **APPROVE**

Item #: 16

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CONSENT**

AGENDA ITEM: **UPDATE TO ADMINISTRATIVE REGULATION 3311.1 (CUPCCAA CONTRACTING PROCEDURES)**

ATTACHMENTS: **ADMINISTRTIVE REGULATION 3311.1**

FUNDING SOURCE: **N/A**

DISCUSSION:

The District is presenting updates to Administrative Regulation 3311.1 to align our public works contracting procedures with the most recent cost thresholds adopted under the Uniform Public Construction Cost Accounting Act (CUPCCAA). The revised regulation increases the force account limit from $60,000 to $75,000, raises the informal bidding threshold from $200,000 to $220,000, and updates the four-fifths Board award cap from $212,500 to $235,000. Additionally, the threshold for formal bidding has been adjusted so that projects exceeding $220,000 must now follow formal procedures. These updates ensure the District remains in full compliance with current Public Contract Code requirements and maintains efficient, streamlined processes for awarding public works contracts.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Raffi Soghomonian, Director of Facilities, Maintenance, Operations and Transportation***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the updated CUPCCAA regulation.**

PROPOSED ACTION: **APPROVE**

Item #: 17

Regulation 3311.1: Uniform Public Construction Cost Accounting Procedures **Status:** DRAFT

Original Adopted Date: 01/10/2019 | **Last Reviewed Date:** 12/15/2025

Public project, in regard to the Uniform Public Construction Cost Accounting Act (UPCCAA), means any of the following: (Public Contract Code 22002)

1. Construction, reconstruction, erection, installation, alteration, renovation, improvement, demolition, and repair work involving any district-owned, leased, or operated facility

2. Painting or repainting of any district-owned, leased, or operated facility

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of $75,000 or less may be performed by district employees by force account, negotiated contract, or purchase order (Public Contract Code 22032)

2. Contracts for public projects of $220,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)

    a. The Superintendent or designee shall prepare a notice inviting informal bids, which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids

        This notice shall be disseminated by mail, fax, or email to either or both of the following:

        i. All contractors on a list of qualified contractors maintained by the district for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due

        ii. All construction trade journals identified pursuant to Public Contract Code 22036

    b. The district shall review the informal bids that were submitted and award the contract as follows:

        i. The contract shall be awarded to the lowest responsible bidder

            If two or more bids are the same and the lowest, the district may accept the one it chooses.

        ii. If all bids received through the informal process are in excess of $220,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at $235,000 or less and the Board determines the district's cost estimate is reasonable

        iii. At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid

            Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

        iv. If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract

3. Public projects of more than $220,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)

    a. The Superintendent or designee shall prepare a notice inviting formal bids, which states the time and place for receiving and opening sealed bids and distinctly describe the project
    The notice shall be disseminated in both of the following ways:

i. Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices

   Such notice shall be published at least 14 calendar days before the date that bids will be opened.

ii. By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036

   Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

   In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall review the formal bids that were submitted and award the contract as follows:

   i. The contract shall be awarded to the lowest responsible bidder

      If two or more bids are the same and the lowest, the district may accept the one it chooses.

   ii. At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid

      Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

   iii. If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **DECEMBER CURRICULUM AND INSTRUCTION REPORT**

ATTACHMENTS: **TO BE PRESENTED AT MEETING**

FUNDING SOURCE: **N/A**

DISCUSSION: The Assistant Superintendent of Educational Services will provide a review of the recently released California School Dashboard (Dashboard). The Dashboard is an online tool designed to help communities across the state access important information about transitional kindergarten through grade twelve schools and districts. The Dashboard features report on multiple measures of school success. Results are presented for all districts, schools, and defined student groups (e.g., racial/ethnic groups, socioeconomically disadvantaged, English learners, long-term English learners, homeless, foster youth, and students with disabilities). For the 2025 Dashboard, schools and districts receive one of five Performance Levels for each eligible state measure. The Performance Levels are determined using current year and prior year data and are represented by a color ranging from Red to Blue.
The Administrator of Dual Language and Multilingual Supports will also provide an overview of the Dual Language Program highlighting the key refinements made this year and detailing how these adjustments ensure program fidelity and accelerate progress towards the goals of Bilingualism and Biliteracy.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Shevonne Swanson, Assistant Superintendent of Educational Services***

BOARD GOAL:

- [X] **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [X] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Curriculum and Instruction Report.**

PROPOSED ACTION: **APPROVE**

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **CURRICULUM/INSTRUCTION**

AGENDA ITEM: **APPROVE PROPOSED EARLY GRADUATE**

ATTACHMENTS: **N/A**

FUNDING SOURCE: **N/A**

DISCUSSION: Florinda Merino Saldana is seeking Board approval for early graduation from the Alternative Education site. The student has met all graduation credit requirements, completed or on track to complete the required community service hours, and scheduled the Student Exit Interview and Portfolio presentation.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Shevonne Swanson, Assistant Superintendent of Educational Services*

BOARD GOAL:

- [X] **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- [ ] **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the proposed early graduate.**

PROPOSED ACTION: **APPROVE**

Item #: 19

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **PUBLIC HEARING FOR ANNUAL DEVELOPER FEE REPORT 2024-25**

ATTACHMENTS: **DEVELOPER FEE REPORT**

FUNDING SOURCE: **N/A**

DISCUSSION:

A Public Hearing must be conducted for the purpose of receiving public comments on the attached Developer Fee Report.

Developer Fees received are used for new construction and/or modernization of school facilities and to maintain adequate school facilities.

Hearing Start Time: _____ **Hearing End Time:** _____

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Faith Coleman, Chief Financial Officer***

BOARD GOAL:

x	1.	**Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
x	2.	**Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
x	3.	**Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board conduct a Public Hearing for input on the 2024-25 Annual Developer Fee Report.**

PROPOSED ACTION: **APPROVE**

Item #: 20

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **ANNUAL DEVELOPER FEE REPORT 2024-25**

ATTACHMENTS: **DEVELOPER FEE REPORT**

FUNDING SOURCE: **N/A**

DISCUSSION:

The District is allowed with Board approval, to use Developer Fees for new construction and/or updating of school facilities and to maintain adequate school facilities.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item:*** ***Faith Coleman, Chief Financial Officer***

BOARD GOAL:

x	1.	**Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
x	2.	**Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
x	3.	**Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the 2024-25 Annual Developer Fee Report.**

PROPOSED ACTION: **APPROVE**

Item #: 21

ANNUAL REPORT OF DEVELOPER FEES

School District Name: Cutler-Orosi Joint Unified School District
Reporting Period: July 1, 2024 to June 30, 2025
Date Report Made Available to the Public: December 5, 2025
Date Report Presented to the Board: December 15, 2025

DESCRIPTION OF THE TYPE AND AMOUNT OF THE FEE

This district has levied school facilities fees pursuant to various resolutions, the most recent of which is dated April 15, 2024. These resolutions were adopted under the authority of Government Code Section 53080 for the purpose of funding the construction or reconstruction of school facilities.

The amount collected by this district is $ 5.17 per square foot of assessable space of residential construction: and $ 0.84 per square foot of covered and enclosed space of commercial/industrial construction; but subject to the district's determination that a particular project is exempt from all or part of these fees.

Pursuant to Education Code Section 17623 and an agreement with the district(s) sharing territory with the district.

ANNUAL DEVELOPER FEE REPORT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED June 30, 2025

DESCRIPTION	ACCOUNT CODE	TOTALS
BEGINNING BALANCE		-
REVENUE		
Mitigation/Developer Fees (Schedule A)	8681	67,994.56
Interest Income	8660	1,215.13
Other Authorized Interfund Transfer In	8919	-
Other Local Revenue	8699	-
Other Income	8662	332.96
TOTAL REVENUE		69,542.65
EXPENDITURES		
Salaries & Benefits	1000-3999	-
Adminstration		-
Services, Other Operating Expenses	5000-5999	
Travel & Conference		-
Rentals, Leases and Repairs		-
Other Services & Operating Expenses		-
Capital Outlay	6000-6599	
Sites & Improvements of Sites		
Buildings & Improvements		69,542.65
TOTAL EXPENDITURES		69,542.65
OTHER FINANCING SOURCES/USES		
Transfers Out (Schedule C)	7610-7629	-
Uses	7630-7699	-
TOTAL OTHER SOURCES/USES		-
ENDING BALANCE		$ -

ANNUAL DEVELOPER FEE REPORT
SCHEDULE OF MITIGATION/DEVELOPER FEES
FOR THE PERIOD ENDED June 30, 2025

DEPOSIT			PERMIT						GROSS PROJ	
DATE	NUMBER	AMOUNT	DATE	NUMBER	TYPE	SQ. FT	AMOUNT	RMA FEES	TOTALS	PUBLIC IMPROVEMENT PROJECT
4/3/2025	250033	8,038.56	4/2/2025	A2400268	NR	1,568	8,106.56	68.00	$ 8,038.56	
2/27/2025	250029	9,093.24	2/25/2025	A2500343	NR	1,772	9,161.24	68.00	$ 9,093.24	
8/14/2024	250008	3,426.92	8/6/2024	A2401662	NR	676	3,494.92	68.00	$ 3,426.92	
12/17/2024	250020	8,886.44	12/9/2024	A2402751	NR	1,732	8,954.44	68.00	$ 8,886.44	
4/30/2025	250035	5,450.08	3/27/2025	A2301691	NR	1,152	5,518.08	68.00	$ 5,450.08	
1/15/2025	250023	3,654.40	1/10/2025	A2403404	NR	720	3,722.40	68.00	$ 3,654.40	
6/25/2025	250042	1,614.52	5/15/2025	A2402625	COM	2,003	1,682.52	68.00	$ 1,614.52	
6/25/2025	250043	5,887.84	1/2/2025	A2300954	NR	1,152	5,955.84	68.00	$ 5,887.84	
6/20/2025	250041	8,369.44				1,632	8,437.44	68.00	$ 8,369.44	
11/20/2024	250017	5,722.40				1,120	5,790.40	68.00	$ 5,722.40	
8/23/2024	250009	6,880.48				1,344	6,948.48	68.00	$ 6,880.48	
7/10/2024	250001	970.24				201	1,038.24	68.00	$ 970.24	
									$ -	
									$ -	
Totals		$ 67,994.56				15,072	$ 68,810.56	$ 816.00	$ 67,994.56	

Annual Developer Fee Report
Project Status Report
Project Name: California Department of Education
Project Number: 1

Estimated Start Date:	July 1, 2024
Estimated Completion Date:	June 30, 2025
Estimated Cost:	69,543
Are funds currently available to complete the project? (Circle One)	**YES**

PROJECT DESCRIPTION - Describe in detail the nature and scope of the public improvement project (e.g., "construction of one new classroom of approximately 1000 square feet at Lincoln Elementary School').

Cutler Elementary 3rd, 4th & 5th grade classroom upgrades $ 69,543

FUNDING SOURCES/REQUIREMENTS - Indicate funding sources and requirements for the public improvement project.

Funding Sources	Estimated Amounts	%	Estimated to be Received by	Collections to Date
Developer Fees	60,000	100%	June 30, 2026	46,334
State Funds				
General Obligation Bonds				
Other: General Fund Contribution				
Other:	-			
Other:				
Total	$ 60,000	100%		$ 46,334

Comments:

ANNUAL DEVELOPER FEE REPORT
SCHEDULE OF INTERFUND TRANSACTIONS
AS OF June 30, 2025

INTERFUND TRANSFERS

Date	Fund	Amount	Public Purpose Identify the public improvement on which the transferred fees will be expended
Totals		-	

INTERFUND LOANS

Fund	Balance 7/1/2023	Additions/ New Loans	Deductions/ Amounts Repaid	Balance 6/30/2024	Estimated Repayment Date	Interest Rate	Public Purpose Identify the public improvement on which the fees will be expended
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
Total	-	-	-	-			

ANNUAL DEVELOPER FEE REPORT
SCHEDULE OF REFUNDS PURSUANT TO G.C. 66001 (e) (f)
AS OF June 30, 2025

Date	Permit #	Warrant Number	Payee	Amount	Public Improvement Project
				-	

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION:	**ADMINISTRATIVE ORGANIZATIONAL**
AGENDA ITEM:	**2025-2056 FIRST INTERIM REPORT**
ATTACHMENTS:	**FIRST INTERIM REPORT PRESENTED AT BOARD MEETING**
FUNDING SOURCE:	**N/A**

DISCUSSION:

The First Interim Report is due to Tulare County Office of Education on December 15th, 2025. The report verifies that Cutler-Orosi Joint Unified School District is maintaining positive cash flow and adhering to all of the rules and regulations set by the California Department of Education. Cutler-Orosi Joint Unified School District has a positive certification.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Faith Coleman, Chief Financial Officer*

BOARD GOAL:

x	1.	**Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
x	2.	**Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
x	3.	**Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the 2025-2026 First Interim.**

PROPOSED ACTION: **APPROVE**

Item #: 22

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 11, 2025

AGENDA SECTION: **ADMINISTRATIVE ORGANIZATIONAL**

AGENDA ITEM: **RESOLUTION 2025-2026-08: IN THE MATTER OF REDUCTION OF CLASSIFIED SERVICES FOR THE 2025-2026 SCHOOL YEAR**

ATTACHMENTS: **RESOLUTION NO. 2025-2026-08**

FUNDING SOURCE: **N/A**

DISCUSSION:
This resolution provides for the reduction of classified work hours for three (3) Instructional Aide positions from 8 hours per day to 5.5 hours per day due to the reduction of Title III funds. This is necessary due to lack of work/ lack of funds.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Brian Zimmerman, Assistant Superintendent***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends that the Board approve Resolution No. 2025-2026-08.**

PROPOSED ACTION: **APPROVE**

BEFORE THE GOVERNING BOARD OF
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
COUNTY OF TULARE, CALIFORNIA

RESOLUTION NO. 2025-2026-08
December 15, 2025

RESOLUTION OF INTENTION TO REDUCE OR ELIMINATE CLASSIFIED SERVICES FOR THE 2025-2026 SCHOOL YEAR

WHEREAS, Education Code sections 45101, 45114, 45117, 45298 and 45308 authorize the Cutler-Orosi Joint Unified School District ("District") to layoff or reduce classified employees for lack of work or lack of funds; and

WHEREAS due to a lack of work or a lack of funds, certain classified services now being provided by the District must be reduced for the school year;

WHEREAS, Education Code section 45117 authorizes layoffs upon 60 calendar days' notice due to the expiration or reduction of a specially funded program; and

WHEREAS, the District has determined that the layoffs effectuated pursuant to this resolution are due to the reduction of a specially funded program.

NOW, THEREFORE, BE IT RESOLVED that as of February 12, 2026, the following position work hours will be reduced:

Classification	Number of Positions	Current FTE/Hours	Reduced FTE/Hours
Instructional Aide	3	1.0 / 8.0 HOURS	.6875 / 5.5 HOURS

BE IT FURTHER RESOLVED that the Superintendent or designee is authorized and directed to give notice of reduction of services to the affected employee(s) of this District pursuant to District rules and regulations and applicable provisions of the Education Code not later than 60 days prior to the effective date of such reduction or discontinuance as set forth above, and to take any other actions necessary to carry out this resolution.

Approved, passed, and adopted at a regular board meeting of the Cutler-Orosi Joint Unified School District held December 11, 2025, the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

Attest,

_____
Board President
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

I, _____, Clerk of the Board of Trustees of the Cutler-Orosi Joint Unified School District, do hereby certify that the foregoing Resolution No. 2025-2026-08 is a true and correct copy of the Resolution that was regularly introduced, passed, and adopted by the Board of Trustees at its meeting on December 11, 2025.

ATTEST:

_____
Board Clerk
CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **APPROVAL OF ARC FACILITIES DIGITIZATION SERVICE PROPOSAL AND AMENDMENT**

ATTACHMENTS: **PROPOSAL AND AMENDMENT**

FUNDING SOURCE: **GENERAL**

DISCUSSION:

The District has been evaluating solutions to digitize and modernize access to its blueprint archives to improve maintenance operations, facilities planning, and emergency response. ARC Facilities offers a centralized platform that organizes as-built plans, shut-off maps, and equipment documentation, providing staff with quick, field-ready access to critical information.

During the review process, FMOT staff requested changes to the initial proposal, and ARC provided a revised three-year agreement at the same annual pricing. ARC has digitized the District's documents and provided online access as part of the implementation associated with the proposed agreement. Presented for Board approval is the unsigned original proposal and the updated three-year term amendment to formalize the multi-year agreement and continue use of the ARC Facilities platform.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Raffi Soghomonian, Director of Facilities, Maintenance, Operations and Transportation***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the service proposal and amendment with ARC Facilities.**

PROPOSED ACTION: **APPROVE**

Item #: 24

ARC Facilities

ARC Facilities

Instant Access to Facilities Information

Proposal for:

CUTLER ROSI
JOINT UNIFIED SCHOOL DISTRICT



Prepared by:

Ravin Wijesuriya
Account Executive, ARC Facilities
Mobile 925.248.6898
Ravin.Wijesuriya@arcfacilities.com

April 29th, 2025
(Proposal valid for 30 days)

Voted Best Facilities Software 4 Years in a Row!

winner winner

Healthcare Tech OUTLOOK TOP 10 HEALTHCARE COMPLIANCE SOLUTION PROVIDERS - 2018

ARC Facilities

ARC Facilities

Instant Access to Critical Facility Information Anytime and Anywhere

ARC Facilities transforms the way technicians access facilities information to manage the built environment. With instant access to information, teams have the information in the field, when and where they need it, allowing them to work faster and smarter, completing more work orders, improving customer service, reducing overtime, and responding faster to emergencies.

The value provided through this powerful app helps facilities teams perform better:

Fast – Interactive maps, powerful search, QR code scanning to find information in seconds.

Easy – Tap, swipe and share through the intuitive interface

Mobile – Access information in seconds while out in the field, anytime.

Powerful – Every As-Built, Shut-off and O&M, searchable and organized for instant access.



ARC Facilities

We are pleased to present this **Proposal**

What is Being Purchased:
The ARC Facilities Platform and Modules, Quick Start Program and Optional Services as listed in the "Fee Table" below.

Description:
The ARC Facilities Platform uses proprietary technology to read the contents of building plans and documents, making information searchable and accessible on mobile and desktop devices. The cloud-based platform is highly secure and scalable, including a native, mobile app and features such as search, interactive maps, forms, pins, tags, mark-ups and sharing.

- **Building Plans**
  Provides quick and easy access to building information including organized as-builts plans and shutoff locations.

- **Emergency Information**
  Provides quick and easy access to critical life safety plans and documents, emergency equipment locations, and floorplans.

- **O&M Documentation**
  Provides quick and easy access to equipment information while working on or off site. Equipment information may include O&M manuals, warranties, equipment photographs, inspection reports, map locations, notes and useful links. The equipment is findable via search, QR code scanning, and interactive maps.

- **Hospital Compliance**
  Organizes hospital compliance survey documentation with quick and easy access to environment of care, life safety, and emergency management information.

- **Legacy Documents**
  An organized, online, secure storage location for historical building related documents stored alongside, but separate from, documents used for routine maintenance and building operations.

- **Construction Projects**
  A monthly program for active renovation projects, ARC Facilities gathers and organizes all the drawings, specifications, RFI communications, submittals and other project documentation into an organized, easy-to-use mobile platform. This single source of truth for active construction information is converted into a closeout package and can be integrated into the Buildings module immediately upon project completion.

Services:

- **Quick Start Program**
  ARC's team will implement the Platform and Modules for the square footage specified, including picking-up, scanning, and indexing paper plans; uploading and organizing digital content; photo capture, upload, and pinning to map locations for shutoffs, emergency equipment, and critical equipment, and User training.

ARC Facilities

Fee Table:
Total Square Footage: **463,985 sqft**
Number of Buildings: **144**
Average per Building cost: **$144 per year**

Fees: Subscription Services	Square Feet Purchased	Annual Cost*
License Subscription		
ARC Facilities Platform	463,985	$9,651
Building Plans	463,985	$11,136
License Subscription Total		$20,787

Totals by Year	**Year 1**	**Years 2-5**
License Subscription	$20,787	$20,787
Quick Start Program	$4,781	$0
Total	**$25,568**	**$20,787**
Avg Cost per Building (144 buildings)	$178	$144

*GSA Schedule Contract# GS-03F-142DA

SOW Term: July 1st, 2025 until June 30th, 2030

Total amount due July 1, 2025: **$25,568** Annual Subscription + Quick Start
Total amount due July 1, 2026: **$20,787** Annual Subscription
Total amount due July 1, 2027: **$20,787** Annual Subscription
Total amount due July 1, 2028: **$20,787** Annual Subscription
Total amount due July 1, 2029: **$20,787** Annual Subscription

Payment Terms: Fees are due annually in advance

Included Buildings, Square Footage, & Modules

#	Building	Address	Buildings	Square Footage	Modules
1	Cutler Elementary	40532 Road 128 Cutler, CA 93615	17	70,591	Building Plans
2	Golden Valley Elementary	41465 Road 127 Orosi, CA 93647	26	58,972	Building Plans
3	Palm Elementary	12915 Ave 419 Orosi, CA 93647	16	54,088	Building Plans
4	El Monte Middle School	42111 Road 128 Orosi, CA 93647	24	91,381	Building Plans
5	Orosi High School	41815 Road 128 Orosi, CA 93647	33	137,077	Building Plans
6	Lovell High School	12724 Ave 392 Cutler, CA 93615	10	15,750	Building Plans
7	Family Education Center	40802 Road 128 Orosi, CA 93647	7	12,000	Building Plans
8	District Offices	12623 Ave 416 Orosi, CA 93647	11	24,126	Building Plans

ARC Facilities

Terms & Conditions

1. By signing this Order Form, you are accepting the terms and conditions that are set forth in the Subscription Agreement available at https://www.arcfacilities.com/contracts/subscription-agreement/ ("Terms and Conditions") as the Client. If you are signing this Order Form on behalf of an organization, you are agreeing on behalf of that organization. You represent that you have the authority to bind that organization and that your agreement to the Terms and Conditions constitutes the agreement of the organization that you represent.

2. Once signed, this Order Form represents a binding commitment and is not subject to issuance of any further purchase orders, confirmations or other events.

3. Client acknowledges that this Order Form may not be canceled other than in accordance with the Terms and Conditions.

4. This Order Form, together with any additional outstanding Order Forms and the Terms and Conditions, contains the entire agreement between the Client and us regarding the products and services specified in this Order Form. Any prior agreements, and/or communications, whether oral or written, related to the Client's use of the products and services specified in this Order Form are superseded, except for the term specified in each Order Form, which shall apply to the products and services specified in the applicable Order Form.

5. In the event of any conflict or inconsistency between the Terms and Conditions and any purchase order or terms and conditions issued by Client, the Terms and Conditions shall control.

Client Acceptance

Signature

Printed Name

Client Name

Title

Billing Address

Date

City, State, Zip

ARC FACILITIES
12657 Alcosta Blvd, Suite 200
San Ramon, CA 94583
Tel: (855) 500-0660
arcfacilities.com

ARC Facilities

Partial Customer List



Order Form

This Order Form to the Subscription Agreement ("Agreement") is entered as of November 13, 2025 ("Effective Date") by and between ARC Document Solutions, LLC ("ARC"), and Cutler-Orosi Joint Unified School District ("Client"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

WHEREAS, Client signed an Order Form, dated June 11, 2025 pursuant to which ARC agreed to provide certain products and services in exchange for payment by Client in accordance with the rates set forth in such Order Form.

WHEREAS, ARC and Client wish to add services to the Agreement as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

Fees:

Payment schedule is updated as follows:

Total amount due July 1, 2025:	$25,568	Annual Subscription + Quick Start
Total amount due July 1, 2026:	$20,787	Annual Subscription
Total amount due July 1, 2027:	$20,787	Annual Subscription

All fees payable within 30 days of invoice date

Term:

Term is updated as follows:

July 1st, 2025 until June 30th, 2028

IN WITNESS WHEREOF, the parties hereto have executed this Order Form as of the Effective Date.

Client	**ARC Document Solutions, LLC**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION: **ADMINISTRATIVE/ORGANIZATIONAL**

AGENDA ITEM: **BOND OVERSIGHT COMMITTEE BYLAWS**

ATTACHMENTS: **BOND OVERSIGHT COMMITTEE BYLAWS**

FUNDING SOURCE: **N/A**

DISCUSSION:

Pursuant to Proposition 39 and the Bond Act of 2000, Section 15264 of the Education Code, the School District is obligated to establish a Citizens' Bond Oversight Committee for the voter-approved construction projects listed under Measure E from the June 7, 2016 election ballot. In accordance with these requirements, the updated bylaws are being presented to ensure the Committee continues to operate in compliance with state law and fulfills its role in reviewing and reporting on the expenditure of bond proceeds. The revised bylaws and current membership information for the Bond Oversight Committee are attached for the Board's review and discussion.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Raffi Soghomonian, Director of Facilities, Maintenance, Operations and Transportation***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the updated Bond Oversight Committee Bylaws.**

PROPOSED ACTION: **APPROVE**

Item #: 25

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
CITIZENS' BOND OVERSIGHT COMMITTEE
BYLAWS

Section 1. Committee Established. The Cutler-Orosi Joint Unified School District (the "District") was successful at the election conducted on June 7, 2016 (the "Election"), in obtaining authorization from the District's voters to issue up to $16,000,000 aggregate principal amount of the District's general obligation bonds, pursuant to a 55% vote. The election was conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State of California ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is now obligated to establish the Oversight Committee to satisfy the accountability requirements of Prop 39. The Board of Trustees of the Cutler-Orosi Joint Unified School District (the "Board") hereby establishes the Citizens' Bond Oversight Committee (the "Committee"), which shall have the duties and rights set forth in these Bylaws (the "Bylaws"). The Committee does not have independent legal capacity from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California, Government Code Section 54950 *et seq.* (the "Brown Act"), and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support at District expense to the Committee as consistent with the Committee's purposes as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under the Ballot measure. Regular and deferred maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the following duties:

3.1 Inform the Public. The Committee shall inform the public concerning the District's expenditures of bond proceeds.

3.2 Review Expenditures. The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the Ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

3.3 Annual Report. The Committee shall present to the Board, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Superintendent. Either the Board or the Superintendent, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

(i) Approval of construction contracts,

(ii) Approval of construction change orders,

(iii) Appropriation of construction funds,

(iv) Handling of all legal matters,

(v) Approval of construction plans and schedules,

(vi) Approval of Deferred Maintenance Plan, and

(vii) Approval of the sale of bonds.

3.5 Voter-Approved Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the District has not charged the Committee with responsibility for:

(a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the bond projects shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soil engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) by the Board in its sole discretion and shall report to the Committee on any cost saving techniques considered or adopted by the Board.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry activities set forth in Prop 39 and included herein.

(g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials

would best suit the distribution of the Committee's findings and recommendations.

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Prop 39.

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its functions under Prop 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3, the Committee may engage in the following authorized activities:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution.

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent.

(c) Review copies of deferred maintenance proposals or plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

Section 5. Membership.

5.1 Number. The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizen's organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member shall be a parent or guardian of a child enrolled in the District.
- One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization or school site council.
- Two (2) members of the community at-large appointed by the Board.

5.2 Qualification Standards.

(a) To be a qualified person, he or she must be at least 18 years of age and reside within the District's geographic boundary, in accordance with Government Code Section 1020.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code and the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and to complete the Form 700 as required by all "designated employees" of the District. Additionally, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, beginning _____, 2026. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots to select a minimum of two (2) members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups will be solicited for applications; (b) the Superintendent or his designee will review the applications; (c) the Superintendent or his designee will make recommendations to the Board.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two (2) consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District. (b) Individual members of the Committee retain the right to address the Board as an individual.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in (month).

6.2 Location. All meetings shall be held within the District.

6.3 Procedures. All meetings shall be open to the public in accordance with the Brown Act. Meetings shall be conducted according to such additional procedural rules as the

Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

(a) preparation of and posting of public notices as required by the Brown Act, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;

(b) provision of a meeting room, including any necessary audio/visual equipment;

(c) preparation and copies of any documentary meeting materials, such as agendas and reports; and

(d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of projects and the expenditures of bond proceeds.

7.3 No bond proceeds shall be used to provide District support to the Committee.

Section 8. Reports. In addition to the Annual Report required in Section 3.2, the Committee may report to the Board at least semi-annually in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent shall appoint the initial Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as Chair only when the Chair is absent, which positions shall continue for two (2) year terms. No person shall serve as Chair for more than three (3) consecutive terms.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a two-thirds vote of the entire Board.

Section 11. Termination. The Committee shall automatically terminate and disband at the earlier of the date when (a) all bond proceeds are spent, or (b) all projects funded by bond proceeds are completed.

ATTACHMENT A

CITIZENS' BOND OVERSIGHT COMMITTEE
ETHICS POLICY STATEMENT

The following Ethics Policy Statement provides general guidelines for Committee members to perform their roles. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- CONFLICT OF INTEREST. A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- OUTSIDE EMPLOYMENT. A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- COMMITMENT TO UPHOLD LAW. A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Cutler-Orosi Joint Unified School District;

- COMMITMENT TO DISTRICT. A Committee member shall place the interest of the District above any personal or business interest of the member.

The undersigned acknowledges he or she has received a copy of this Ethics Policy Statement, understands the provisions of this policy and agrees to adhere to its requirements.

_____ _____

Date Member, Oversight Committee

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 15, 2025

AGENDA SECTION:	**ADMINISTRATIVE/ ORGANIZATIONAL**
AGENDA ITEM:	**FIRST READING: NEW POLICY 5138: CONFLICT RESOLUTION/ PEER MEDIATION**
ATTACHMENTS:	**POLICY 5138: CONFLICT RESOLUTION/ PEER MEDIATION**
FUNDING SOURCE:	**N/A**

DISCUSSION: Attached for a first reading is Board Policy 5138 Conflict Resolution/ Peer Mediation which clarifies the distinction between students providing peer mediation and those receiving it. The policy has been updated to include the development of a conflict resolution and/or peer mediation program.

ITEM SUBMITTED AND APPROVED BY: *Name and title of administrator who reviewed and approved this item: Antonio Quintanilla; Director of Special Services*

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board accept the First Reading of Board Policy 5138: Conflict Resolution/ Peer Mediation.**

PROPOSED ACTION: **APPROVE**

Policy 5138: Conflict Resolution/Peer Mediation

Status: DRAFT

Original Adopted Date: Pending

To promote student safety and contribute to the maintenance of a positive school climate, the Board of Education encourages the development of school-based conflict resolution and peer mediation programs designed to help students learn constructive ways of handling conflict. The Board believes that such programs can reduce violence and promote communication, personal responsibility, and problem-solving skills among students.

Conflict resolution and peer mediation programs may be considered as part of each school's comprehensive safety plan and incorporated into other district discipline procedures as appropriate. Such programs should not supplant the authority of district staff to take appropriate action as necessary to prevent violence, ensure student safety, maintain order in the school, and institute disciplinary measures.

Such programs may incorporate peer mediation strategies in which selected student volunteers are specifically trained to work with their peers in resolving conflicts. This training may involve effective communication and listening, critical thinking, problem-solving processes, and the use of negotiation to find mutually acceptable solutions. Additionally, the training may address the ethical and social development of students, respect for diversity, and interpersonal and behavioral skills.

Participation in a peer mediation program by a student engaged in a conflict shall be voluntary and kept confidential by all parties involved.

In developing a conflict resolution and/or peer mediation program, school-site teams shall address, as appropriate:

1. The grade levels and courses in which the conflict resolution curriculum shall be delivered
2. Staff development related to the implementation of the curriculum and modeling of appropriate behaviors and communication skills
3. The selection of peer mediators involves, to the extent possible, a cross-section of students in terms of grade, gender, race, ethnicity, and socioeconomic status, and including some students who exhibit negative leadership among peers
4. Training and support for peer mediators, including training in mediation processes and in the skills related to understanding conflict, communicating effectively and listening
5. The process for identifying and referring students to the peer mediation program
6. The types of conflicts suitable for peer mediation

7. Expectation for confidentiality regarding who participated, what was discussed, and how any conflict was resolved

8. Scheduling and location of peer mediation sessions

9. Methods of obtaining and recording agreements from all disputants

10. The appropriate involvement of parents/guardians, the community, and staff, including counseling/guidance and security staff

11. Communications to students, parents/guardians, and staff regarding the availability of the program

12. Methods of following up with students to determine the effectiveness of the process

13. Development of assessment tools to periodically evaluate the success of the program including, but not limited to, measurements of whether there has been a reduction in violence at the school and whether the school's suspension rates have fallen since the program has been introduced

14. Selection of and requirements to train as peer mediators

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
November 13, 2025

AGENDA SECTION: **ADMINISTRATIVE/ ORGANIZATIONAL**

AGENDA ITEM: **SECON READING AND ADOPTIN OF NEW BOARD POLICY 5141: HEALTH CARE AND EMERGENCIES**

ATTACHMENTS: **BOARD POLICY 5141: HEALTH CARE AND EMERGENCIES**

FUNDING SOURCE: **N/A**

DISCUSSION: Attached for adoption is Board Policy 5141: Health Care and Emergencies. This policy clarifies that automated external defibrillators are authorized to be used at designated school sites in accordance with the accompanying Administrative Regulation. Additionally, Policy reflects that (1) any district school with an occupancy of 200 or more that was constructed on or after January 1, 2023, or was constructed prior to January 1, 2023, and modified or renovated as specified, is required to acquire, place, and maintain trauma kits in accordance with the accompanying administrative regulation, and (2) school employees are required to be notified annually of the location of the trauma kits and be provided with information regarding training in the use of the trauma kit.

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Antonio Quintanilla; Director of Special Services***

BOARD GOAL:

- ☐ **1. Achieve academic excellence and meet the needs of all students in a safe supportive environment.**
- ☐ **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff, and the Board to support student achievement.**
- ☒ **3. Create efficient and effective systems that are innovative, accountable, and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board adopt BP 5141: Health Care and Emergencies**

PROPOSED ACTION: **APPROVE**

Item #:27

Policy 5141: Health Care And Emergencies

Status: DRAFT

Original Adopted Date: Pending

The Board of Education recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during school-sponsored activities.

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

"Do Not Resuscitate" Orders

The Board believes that staff members should not be placed in the position of determining whether or not to follow any parental or medical "do not resuscitate" orders. Staff shall not accept or follow any such orders except under the specific written direction of the Superintendent or designee. The Superintendent or designee may only direct a staff member to follow a "do not resuscitate" order if he/she has received a written parent/guardian authorization, with an authorized health care provider statement, and an order of an appropriate court.

The Superintendent or designee shall ensure that parents/guardians who have submitted a "do not resuscitate" order are informed of this policy.

Automated External Defibrillators

The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.

The Superintendent or designee shall develop guidelines for employees regarding these devices and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

CUTLER-OROSI JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting Agenda
December 11, 2025

AGENDA SECTION: **CLOSED**

AGENDA ITEM: **PERSONNEL**

ATTACHMENTS: **PERSONNEL LETTER**

FUNDING SOURCE: **N/A**

DISCUSSION:

Employment/Additional Positions/Hours, Promotions/Assignments, Leaves, Resignations/Retirements, Employee Discipline/Dismissal/Release. (Personnel Letter will be presented at the meeting during closed session.)

ITEM SUBMITTED AND APPROVED BY: ***Name and title of administrator who reviewed and approved this item: Brian Zimmerman, Assistant Superintendent***

BOARD GOAL:

- [ ] **1. Achieve academic excellence and meet the needs for all students in a safe supportive environment.**
- [ ] **2. Build human capacity by investing in training, coaching, and setting expectations for students, parents, staff and the Board to support student achievement.**
- [x] **3. Create efficient and effective systems that are innovative, accountable and proactive.**

RECOMMENDATION: **The Superintendent recommends the Board approve the Personnel Letter.**

PROPOSED ACTION: **APPROVE**

Item #:A, B

Educating Minds, Inspiring Futures
CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

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Vice President
Delia Martinez
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Administration
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Superintendent
Dr. Brian Zimmerman
Assistant Superintendent
Administrative Services
Shevonne Swanson
Assistant Superintendent
Educational Services

Cutler-Orosi
Joint Unified
School District
12623 Avenue 416
Orosi Ca. 93647
Phone
(559) 528-4763
Fax
(559) 528-5130
www.cousd.com

TO: Board of Trustees

FROM: Brian Zimmerman, Assistant Superintendent of Administrative Services

RE: Personnel Recommendations

DATE: December 11, 2025

EMPLOYMENT/ADDITIONAL POSITIONS/HOURS:

1. Bilingual Instructional Aide at Lovell High School, effective November 3, 2025.
2. Food Service Worker II at El Monte Middle School, effective November 10, 2025.
3. Teacher at Cutler Elementary School, effective December 1, 2025.

PROMOTIONS/REASSIGNMENTS:

4. from Bilingual Instructional Aide to Grant Funded Outreach Aide at the Family Education Center, effective December 1, 2025. GRANT FUNDED
5. from 3.5-hour Food Service Worker II to 4-hour Food Service Worker II, effective December 1, 2025.
6. from Custodian to Custodian Bus Driver, effective November 24, 2025.

RESIGNATIONS/RETIREMENTS:

7. Custodian Bus Driver at El Monte Middle School, resigned effective November 5, 2025.
8. Bilingual Instructional Aide at Lovell High School, resigned effective November 4, 2025.
9. Custodian Bus Driver at Palm Elementary School, resigned effective November 28, 2025.
10. Custodian Bus Driver at Golden Valley Elementary School, resigned effective November 17, 2025.
11. Speech Language Pathologist Assistant District Wide, resigned effective November 30, 2025.
12. Custodian Bus Driver at El Monte Middle School, resigned effective November 5, 2025.
13. Special Education Aide at Palm Elementary School, will retire effective December 30, 2025.
14. Counselor II, at Orosi High School, resigned effective December 19, 2025.

Educating Minds, Inspiring Futures

CUTLER OROSI JOINT UNIFIED SCHOOL DISTRICT

15. Educational Social Worker, resigned effective November 21, 2025.

LEAVES: (Statutory – For Informational Purposes):

16. Recreation & Enrichment Aide at Cutler Elementary, on Maternity Leave beginning November 22, 2025 through 6-8 weeks post-partum.
17. Teacher at Cutler Elementary, on Maternity Leave beginning December 1, 2025 through 6-8 weeks post-partum.
18. Teacher at El Monte Middle School, on Baby Bonding Leave beginning November 5, 2025 through December 19, 2025.
19. Teacher at Palm Elementary, on Baby Bonding Leave beginning January 12, 2026 through January 23, 2026.
20. Teacher at Lovell High School, on Baby Bonding Leave beginning November 3, 2025 through November 14, 2025.
21. Academic Coach at District Wide, on Baby Bonding Leave beginning November 17, 2025 through December 19, 2025.
22. Bachelor Social Worker at Family Education Center, on Baby Bonding Leave beginning November 19, 2025 through January 2, 2026.
23. Instructional Aide at Cutler Elementary, on Baby Bonding Leave beginning January 12, 2026 through February 2, 2026.

Board of Trustees
Sandra Williams
Board President
Marisol Rubalcaba
Vice President
Delia Martinez
Board Clerk
Mary Helen Espino
Trustee
Jem Jordan
Trustee
Javier Quevedo
Trustee
Karen Gonzalez
Trustee

Administration
Yolanda Valdez
Superintendent

Dr. Brian Zimmerman
Assistant Superintendent
Administrative Services

Shevonne Swanson
Assistant Superintendent
Educational Services

Cutler-Orosi
Joint Unified
School District

12623 Avenue 416
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www.cousd.net